

**MILFORD EXEMPTED VILLAGE SCHOOL DISTRICT**  
**BUILDING AND GROUNDS AGENDA**  
**April 13, 2023**

**Attendees-** Jeff Johnson, John Spieser, John Espy, Rob Dunn, Kirsta Boyle, Jennie Berkley, Lynsa Davie, Dave Meranda, Emily Chesnut, Emily Mason, Melissa Nolan

1. **March Minutes Approval**- Approved
  
2. **Sinkhole**- CME Pipe Lining has the lowest quote at \$292,000 to repair and line the storm piping. Approval will be requested at the 4/20 board meeting.
  
3. **Fieldhouse**- GMP Ammendment for Fieldhouse construction. SD estimate was \$12,524,991. GMP is \$10,956,334 which is a reduction in \$1,568,657 and still includes a \$500,000 owner contingency. Approval will be requested at the 4/20 board meeting.
  
4. **Middle School**- Approval of “a” and “b” will be requested at the 4/20 board meeting. The Early Site and Procurement GMP may be ready to approval, but may not be ready.
  - a. 1st Notice of Intent to Amend the Segement Two Project Agreement.
  - b. SD Phase Submission Resolution
  - c. DD Estimate
  - d. Early Site & Procurement GMP
  - e. Groundbreaking will be 4/20/23 at 4:30.
  
5. **Auditorium Sound**- Approval will be requested at the 4/20 board meeting.

AVI Systems- \$97,735.76

AVI did the sound upgrades a couple of years ago and has a deep understanding of the sound in the existing auditorium so we went directly to them to quote this work. We will ask for an Urgent Necessity resolution to be able to award this work. AVI saved cost due to the knowledge of the system and is within the budget from Harvey Marshall Berling Associates.

6. **Impractical Transportation-**

Johnson, Charley St Ursula Villa  
Johnson, Jack St Ursula Villa  
Johnson, Riley St Ursula Villa  
Wilson, Abigail St. Margaret of York  
Wilson, Maggie St. Margaret of York

7. **The Ohio Purchasing Council**- This will allow the district to enroll in the Ohio Purchasing Council of Governments and take advantage of efficiencies that will save both time and money. Approval will be requested at the 4/20 board meeting.

**MILFORD EXEMPTED VILLAGE SCHOOL DISTRICT**  
**BUILDING AND GROUNDS AGENDA**  
**March 10, 2023**

1. **February Minutes Approval** - Approved
  
2. **Auditorium**- See attached recommendation for award and bid results.
  
3. **Sinkhole**- Waiting on quote to repair.
  
4. **NEST**- Construction documents were submitted to Conger by SHP on 3/6.
  
5. **Temporary Locker Rooms**- Quote for temporary locker rooms is attached.
  
6. **Middle School**- DD documents were submitted to Conger by SHP on 3/6. Estimating the current design is ongoing. The DD estimate is due by Conger on 4/3.
  - a. Groundbreaking will be 4/20/23 at 4:30.
  
7. **Scoreboard** - Quote for new scoreboard is attached. This is all inclusive with the exception of electric to the new location.
  
8. **BWC Settlement**- See attached BWC settlement with Kelli Rogers.

Contractor	Pipe Repair	Pipe Lining	Total
CME	Inc.	Inc.	\$292,625
National Gunite		\$175,206	
Conco Spray		\$155,700	
Nelson Stark	\$261,100		
Laurel	\$180,325		
Combo (Laurel & Conco)	\$180,325	\$175,206	\$355,531



CME Pipe Lining & Sewer Repair  
An HK Solutions Group Co.  
333 NW 49th Place  
Des Moines, US 50313  
515-283-0500

# Quote

**Quote Nbr.:** Q007142  
**Order Date:** 03/15/2023  
**Valid Until:** 06/13/2023  
**Sales Person:** Jason DeBord  
**Customer ID:** 106413  
**Payment Terms:** Net 30 Days

**Job Site:**  
Milford Board of Education  
1099 OH 131  
Milford OH 45150  
United States of America

**Bill to:**  
Milford Board of Education  
1099 OH 131  
Milford OH 45150  
United States of America

### Job Description

Projected probable project cost to perform the following tasks on a unit cost basis: Variations in the work scope will require execution of a change order.

NO.	ITEM	QTY.	UOM	PRICE	Amount
1	Misc Items	1.0000	EACH	292,625.0000	292,625.00

NOTE: Quoted prices include all necessary supervision, mobilization, and demobilization known as General Conditions  
Price quoted includes utilizing standard, non-prevailing wage rates  
Quoted prices include (1) mobilization and subsequent demobilization.

Hk solutions acknowledges the work schedule for our scope shall be (1) shift, (12) hours per shift, (5) days per week. Weather permitting. Once excavation has started crews may work into the evening hours to secure pipe as fast as possible.

All equipment needed to safely excavate sink hole at broken pipe location provided by HK solutions and subcontractors.

Excavation site will be used to replace existing 60" failed pipe, new corrugated section of pipe will be set in place and secured from inside of existing host pipe.

Pipe will be secured to existing 60" and to existing 66", after pipe is secured. 220ft section of very poor condition 60" pipe will be cementitious sprayed. This method of 2" thick concrete spray has a design life of 50 years, perma-cast material will be used.

After pipe has been sprayed, hole will be back filled first with spoils removed, then sand will be hauled in to fill hole to with in 2ft of surface. last 2ft of excavation will be brought to grade with finish top soil.

Once project is completed, area will be seeded and straw to match existing grass.

In the event of extra work outside of normal scope is determined necessary, it will be performed on a Time & Material basis.

Hk solutions acknowledges Payment Terms shall be Net-30  
Hk solutions shall NOT be liable for any Permitting or Bonding  
Hk solutions is not responsible for any permits, fees, testing, utility relocates, utility protections, noise mitigation, engineering, surveying, as-builts, inspections or underground utilities  
If any unforeseen conditions or subsurface conditions occur that are in conflict with proposed work then extra cost will occur. This will only be in an extreme unforeseen circumstance. HK solutions has made a very close investigation to the scope to prevent as many unforeseen issues as possible at this time.

Quote does not include any maintenance to the existing roads before, during or after construction  
Quote does not include any hazardous material handling or removal. All spoils from excavation will be put back in excavation hole.

Quote does not include any offsite disposal of material

Quote presented by CME sewer repair an HK solutions group company.

Break down pricing.

This job must be completed as a whole, meaning the dig can not be done with out the spray lining. the integrity of the pipe will not withstand with out the spray lining.

Excavation, backfill, piping, materials, labor cost for excavation, curb repair, top soil, seed straw and restoration cost. \$113,437

Cementitious spray structural lining for 60" 220ft galvanized pipe, labor and materials. \$125,500

Miscellaneous equipment rental for job \$9500

Projected overhead and profit \$44,688

**\*NOTE: Quote does not include any applicable taxes**

Prepared By:  
Approved By:

Jason DeBord  
Wade Anderson

Accepted By: \_\_\_\_\_  
Date: \_\_\_\_\_  
PO#: \_\_\_\_\_

**\*Quote Total: 292,625.00**

# Proposal



## PROPOSAL AND ACCEPTANCE

111 Roosevelt Boulevard • Johnstown PA 15906 • Phone: 814-533-5729 • Fax: 814-533-5741

PA058577

PROPOSAL SUBMITTED TO Mr. Jeff Johnson		PHONE 513-518-7796	DATE 03April2023
STREET 1 Eagles Way		JOB NAME 60 in pipe replacement	
CITY, STATE AND ZIP CODE Milford, Ohio 45150		JOB LOCATION Milford Area High School	
ARCHITECT	DATE OF PLANS	Johnson_jeff@milfordschools.org	

We hereby submit specifications and estimates for:

Installing a 20 ft x 60 in dia. corrugated steel pipe to replace a section that has collapsed. We will excavate and shelf the first 8/10 feet of depth around the main excavation which will be approximately 24Wx34Lx24D. See attached drawing. We will utilize steel shoring for the main excavation. We will bed the pipe with stone to 2 feet above the top. The excavation will be backfilled with the existing spoil which will be compacted in layers, although due to the depth, we cannot guarantee there will be no later settling. Any additional fill needed will be on a T&M basis. We will install temporary fencing around the work area. This proposal assumes there are no utilities or other obstructions to the work area. All spoil will remain on site. No further restoration is included in the proposal but can be quoted when the job is complete. Additionally, this proposal is based on working in conjunction with National Gunite. If another contractor is chosen, please add 15% to the total.

We estimate that to conduct this project as described above, costs should not exceed \$180,325.00

*In the event unforeseen obstacles would prevent us from completing this work as described above or if any additional work that would cause our estimated costs to be exceeded, work will not be performed without the owners' authorization.*

**\*Note: A 3% convenience fee will be added for all credit card transactions.**

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

\_\_\_\_\_ dollars (\$ 180,325.00 )

Payment to be made as follows:

\* 1/2 payment to begin work- remainder upon completion    CASH \_\_\_\_\_ CHECK \_\_\_\_\_ CREDIT CARD\* \_\_\_\_\_  
Full payment upon completion unless otherwise noted.

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

If the above materials are installed, and not fully paid for, the Buyer agrees they remain the property of Seller, who is authorized to remove said materials from premises.

Seller makes no warranties either express or implied not specifically set forth herein, including but not limited to the implied warranty of merchantability or the implied warranty of fitness for a particular purpose. Sellers' sole warranty under this contract with respect to workmanship shall be for a period of one year. With respect to any goods sold or installed by seller in connection with this contract, Buyer shall look to and be limited by the manufacturer's warranty, if any, on all matters relating to such goods.

NOTE: This proposal may be withdrawn by us if not accepted within \_\_\_\_\_ days.

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

Buyer Signature \_\_\_\_\_

Date \_\_\_\_\_

**Proposal for:**  
**Milford High School - 60-Inch Storm Repair**  
from  
**The Nelson Stark Company**  
7685 Fields Ertel Road, Cincinnati, OH 45241  
(513) 489-0866 Fax: (513) 489-1422



Bid Date: 4/05/2023  
Time: 4:00PM

**Milford School District**

Project No. 01223

Item	Description	Quantity	Unit	Total Price
<b>STORM SEWER</b>				
01	Excavate And Layback For Storm Sewer Repair	1.00	LS	
02	60" Corragated Metal Pipe	20.00	LF	
03	Backfill Excavation	1.00	LS	
04	Site Restoration	40,000.00	SF	
<b>Total:</b>				<u>261,100.00</u>
<b>Total:</b>				<u><u>261,100.00</u></u>

Attachment Enclosed

Estimator: Matt Stibich



**The Nelson Stark Company**  
**Job Conditions - Attachment 'A'**

Milford High School - 60-Inch Storm Repair

**QUALIFICATIONS**

- 1) Our proposal is based on open cutting and a 1:5:1 lay-back. Temporary shoring or sheeting is not included
- 2) Our proposal includes replacing 20 LF of 60-inch 16 gauge ALT 2 corrugated metal pipe

**EXCLUSIONS**

- 1) Bonding
- 2) Allowances
- 3) Permit, tap, and capacity fees
- 4) Undercutting and refill
- 5) Chemical soil drying and/or stabilization
- 6) Double-handling of materials
- 7) Removal of underground obstructions
- 8) Handling of contaminated soils
- 9) Handling/export of spoils generated by other trades
- 10) Temporary gravel roads and staging
- 11) Topsoil testing, amendments, and rock-hounding

# PROPOSAL



**CONCO SPRAY**  
**S O L U T I O N S**

To: Jeff Johnson-Milford Cty Schools      Email: Johnson\_jeff@milfordschools.org

From: Jennifer Hoop      Date: 3/23/23

Re: 60" CMP Pipe Rehabilitation

Milford, Ohio

*Conco Spray Solutions is a certified WBE & DOT DBE*

## Scope of Work:

CMP will be power washed with 5,000 psi. The bottom deteriorated flow channel will have a Reliner MSP mortar lining by Standard Cement applied to smooth and rehabilitate. Following a minimum of one day of curing the Sprayroq Spraywall Polyurethane Structural Lining can be spray applied. CMP pipe will be fully dried using industrial indirect fired heater and air movers before the polyurethane lining can be applied. The Spraywall Polyurethane Lining is a calculated structural option vs a Cured-in- Place Pipelining Product with physical properties exceeding most CIPP products. Spraywall's third party testing & DOT approval documents are attached.

**Partially Deteriorated Structural Pipe Lining full 225' at 395 mils in CMP pipe      \$155,700.00**

4 days to prep pipe.

6 days to spray polyurethane structural lining.

Winter Conditions are not included in this pricing.

The above scope of service and the following pricing is subject to adjustment if the actual jobsite conditions and quantities differ from the requirements and conditions known to us at time of this proposal. It is assumed that free, legal and unassisted access will be available to each structure. If chemical grouting becomes necessary for leak elimination after using hydraulic cement, this would be additional costs and discussed at time & material expenses.

## Terms:

Thirty (30) Days Net—No Retainage Withheld, Performance or Payment Bond Provided

No bypass pumping, vac truck services, water, or traffic control are included in quote

Quote is valid for 30 days

**Sales Tax on material is not included and will be charge without a Tax-Exempt Certificate**

**CONCO SPRAY SOLUTIONS • PO BOX 36726, INDIANAPOLIS, IN 46236**  
**PHONE: 317-428-6543 • FAX: 317-888-791-2220**



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111 ROOSEVELT BOULEVARD, JOHNSTOWN, PA 15906  
PHONE: 814-533-5780 FAX: 814-535-5328

## **PROPOSAL**

**Date:** March 24, 2023

**Project:** Milford High School Pipe Rehabilitation (140' of 60")

**Contact:** Jeff Johnson  
Milford Exempted Village Schools  
Director of Business and Operations  
1 Eagles Way  
Milford, OH. 45150  
513-831-1314  
Johnson\_Jeff@MilfordSchools.org

### **PROJECT TITLE:**

Rehabilitate 215 feet of 60" diameter corrugated metal pipe (CMP) in two options,

### **GENERAL SCOPE OF WORK:**

**Option 1** – Once the new pipe downstream of our work is installed National Gunite proposes to rehabilitate approximately 215 feet of 60" diameter CMP pipe with a full circumferential fully structural shotcrete liner using a nominal 3 inches of 5,000 psi shotcrete at 28 days. The rehabilitated pipe will be reinforced with 2" x 2" 12-gauge welded wire fabric, as detailed below. Reference Video of Pipe Condition at [Milford High School](#) and pictures below.

**Option 2** – Once the new pipe downstream of our work is installed National Gunite proposes to rehabilitate approximately 155 feet of 60" diameter CMP with an invert lining from the 3:00-9:00 position covering the current scour pattern in the invert along with going up each side of the pipe covering additional scouring and discoloration marks from the 3:00-9:00 position using

a nominal 3 inches of 5,000 psi shotcrete at 28 days. In addition, approximately 60' of the pipe to include all the joints and selected sections of the crown of the pipe that shows major deterioration will be structurally lined from the 9:00-3:00 position. The rehabilitated pipe will be reinforced with 2" x 2" 12-gauge welded wire fabric, as detailed below. Reference Video of Pipe Condition at [Milford High School](#) and pictures below.

**In Both Option 1 or Option 2 National Gunite will install 2" x 2" 12-gauge welded wire fabric mesh around the pipe transition from old pipe to new pipe to seal the pipe to each other.**

**DETAILED SCOPE OF WORK:**

- A. PRELIMINARY SITE WORK** - Upon mobilizing to the site, National Gunite forces will cordon off our site staging area to protect and ensure the safety of any pedestrian and vehicular traffic.

Before entering the pipe, National Gunite will sample the atmospheric conditions as well as constantly monitor the air within the pipe in accordance with 29 CFR 1926 Code of Federal Regulations as it pertains to confined space entry. All National Gunite personnel have completed the necessary confined space training and meet all OSHA requirements and certifications.

- B. PIPE PREPARATION** - National Gunite will control the water flow within the pipe structure as well as dewater our work area within the confines of the pipe by constructing a temporary sandbag weir and directing the flow through an internal flume system.

The temporary PVC piping will carry the water past our work area, keeping it dry. The sand bag weir is designed so that, in the event of a major weather system, it will either overtop or collapse to allow the high flow to move through the existing corrugated metal pipe without back pooling.

As an alternative to the flume system, bypass pumping may be necessary, but not likely. If so, the cost is not included in our proposal, and additional charges will be negotiated.

National Gunite will then clean and prepare the interior of the pipe. Heavy debris will be removed either mechanically or by hand. Any deteriorating sections of pipe will be removed by using cutting blade grinders and/or pneumatically powered saws.

Lastly, the entire pipe structure will be water blasted to remove all remaining dirt and debris to prepare the surface for the shotcrete application.

- C. REINFORCEMENT** – National Gunite will install a 2" x 2", 12-gauge galvanized, welded wire fabric blanket. The reinforcement will be attached securely to expansion anchors placed on 24-inch centers each way. The mesh will be tied to the anchors with 16-gauge annealed tie wire.
- D. GUNITE WORK**- All work will be in done in strict accordance with American Concrete Institute's 506 R95 Guide to Shotcrete. The shotcrete mix will be comprised of 1 cubic foot of Portland Type I-II cement mixed thoroughly with 3 cubic feet of ASTM C-33 concrete sand and enhanced with 7 lbs. of micro-silica. The dry ingredients will be pneumatically projected through the shotcrete hose and hydrated with 4.5 gallons of potable water at the nozzle.

The mix will yield a compressive strength of 5,000 psi at 28 days. The freshly placed shotcrete will then be screeded, broomed, and allowed to naturally cure in the moist confines of the CMP.

All rebound will be removed from the pipe on a daily basis, and all debris created as the result of our operation will be removed from the sewer line and disposed of properly. Photographs will be provided of our finished work.

- E. **RESULTS** - It is generally acknowledged throughout the pipe rehabilitation industry, as well as the Trenchless Technology circuit, that a shotcrete-lined pipe will yield a minimum of 50 to 75 years of additional life.

Also, Manning's coefficient (a measure of roughness) for corrugated metal pipe is about 0.022, while trowel-finished shotcrete is 0.012. The smoother surface more than compensates for the minor decrease in cross-sectional area that results from the gunning process.

### **PRICING:**

In consideration of completing the work described above, we are to be paid the following amounts:

Mobilization	\$ 2,500. **
Option 1 – Rehabilitate Full Diameter CMP, Lump Sum, Complete	\$ 175,206. *
Option 2 – Rehabilitate 155' from 3:00-9:00 and 60' full diameter CMP pipe Lump Sum, Complete	\$ 139,942. *

\* Daily Rate for Cleaning - With the sinkhole pipe being replaced first the risk of additional mud/muck and debris inadvertently pushed/placed inside the pipe to lined that will need to be cleaned out is increased greatly. Included in the Option 1 and Option 2 price above is two-days of cleaning so any cleaning beyond those two days will be billed at Daily Rate

\$ 4,923.

\*\*If one of these proposal options and the proposal to line the additional 140' of 60" pipe upstream of this pipe are approved than only one mobilization will be charged.

**WARRANTY:** National Gunitite guarantees our work, and shall remedy without cost to the Owner, any defects that may develop from our materials or workmanship for a period of one year from the date of final payment.

**Terms: Net 30 days upon completion of project.**

# AIA® Document A133® – 2019

## **Standard Form of Agreement Between Owner and Construction Manager as Constructor** where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

**AGREEMENT** made as of the \_\_\_\_\_ day of March in the year 2023  
(In words, indicate day, month, and year.)

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

Milford Exempted Village Schools  
1099 State Route 131  
Milford, OH 45150  
P: (513) 831-1314

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

Conger Construction Group, Inc.  
PO Box 1069  
2020 McKinley Blvd.  
Lebanon, Ohio 45036  
P: 513-932-1206

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

Milford Fieldhouse  
5735 Wolfpen Pleasant Hill Rd,  
Milford, OH 45150

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

SHP Leading Design  
312 Plum St #700,  
Cincinnati, OH 45202  
P: (513) 381-2112

The Owner and Construction Manager agree as follows.

### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as 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 necessary information and 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.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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### EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT

### EXHIBIT B INSURANCE AND BONDS

#### 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, as described in Section 4.1.1:

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

- Approximately 43,000 SF Fieldhouse consisting of Three (3) Indoor Basketball Courts, Wrestling Room, locker rooms, concession stand, coaches offices, and public restrooms.

§ 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.)*

Project will utilize a Pre-Engineered Metal Building with masonry veneer and metal siding along with a standing seam metal roof

§ 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6:

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



Total Project Cost: \$10.8M - \$12.5M estimated

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

.1 Design phase milestone dates, if any:

Anticipated Design Schedule:  
GMP Estimate: March 2023  
Construction Document Completion March 2024

.2 Construction commencement date:

April 2023

.3 Substantial Completion date or dates:

March 2024

.4 Other milestone dates:

§ 1.1.5

*(Paragraphs deleted)*

OMITTED

§ 1.1.6

*(Paragraphs deleted)*

OMITTED

§ 1.1.6.1 OMITTED

§ 1.1.7 OMITTED

§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:

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

Jeff Johnson  
Director of Business and Operations Milford Exempted Village Schools  
Phone: 513.831.1314  
Fax: 513.965.6159  
Email: johnson\_jeff@milfordschools.org

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

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

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

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

.1 Geotechnical Engineer:

Init.

Alt& Witzig

.2 Civil Engineer:

The Kliengers Group

.3 Other, if any:

*(List any other consultants retained by the Owner, such as a Project or Program Manager.)*

§ 1.1.11 The Architect's representative:  
*(List name, address, and other contact information.)*

Russell Miller, AIA, LEED AP BD+C  
Senior Project Architect – SHP  
d: 513.588.1342  
c: 513.526.5833  
312 Plum Street, Suite 700  
Cincinnati, OH 45202

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:  
*(List name, address, and other contact information.)*

Robby Wilson – Project Executive  
[rwilson@congerbuilt.com](mailto:rwilson@congerbuilt.com)  
P: (513) 932-1206  
M: (513) 836-0161

§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:  
*(List any Owner-specific requirements to be included in the staffing plan.)*

Preconstruction Fee	\$ 4,500.00
Preconstruction Staff	\$ 44,129.65.00
PEMB Structural Reactions	\$ 8,500.00

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:  
*(List any Owner-specific requirements for subcontractor procurement.)*

§ 1.1.15 Other Initial Information on which this Agreement is based:

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The

Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior notice to the other party.

## **ARTICLE 2 GENERAL PROVISIONS**

### **§ 2.1 The Contract Documents**

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

### **§ 2.2 Relationship of the Parties**

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

### **§ 2.3 General Conditions**

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™-2017, General Conditions of the Contract for Construction, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201-2017, which document is incorporated herein by reference. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

## **ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES**

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

### **§ 3.1 Preconstruction Phase**

#### **§ 3.1.1 Extent of Responsibility**

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and 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 Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 3.1.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

### § 3.1.3 Consultation

§ 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.3.2 The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

*(Paragraph deleted)*

### § 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

### § 3.1.5 Phased Construction

The Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

### § 3.1.6 Cost Estimates

§ 3.1.6.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

§ 3.1.6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

§ 3.1.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

**§ 3.1.9 Subcontractors and Suppliers**

§ 3.1.9.1 If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

§ 3.1.9.2 The Construction Manager shall develop bidders' interest in the Project.

§ 3.1.9.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

**§ 3.1.10 Procurement**

The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

**§ 3.1.11 Compliance with Laws**

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

*(Paragraphs deleted)*

**§ 3.1.12 Other Preconstruction Services**

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document

*(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)*

*(Paragraphs deleted)*

**§ 3.2 Guaranteed Maximum Price Proposal**

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2.

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

§ 3.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;

- .4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- .5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order.

After the parties enter into the Guaranteed Maximum Price Amendment and after the Date of Commencement: the Construction Manager may use the Contingency in its discretion to pay for unexpected events such as: (1) a Construction Manager's Guaranteed Maximum Price Amendment estimate of the subcontract sum of a particular Subcontract may be missing certain scope; (2) a Subcontractor's breach of its Subcontract; (3) remediation of Defective Work; and (4) additional costs required to complete the Work within the Contract Times (5) conditions not reasonable foreseen in preparation of the Guaranteed Maximum Price Amendment.

Unless otherwise provided in the Guaranteed Maximum Price Amendment, no more than 30 days before final payment to the Construction Manager, the parties shall execute a Change Order to reduce the Contract Sum by an amount equal to fifty percent (50%) of the funds then remaining in the Construction Manager's Contingency equating to a 50/50 split of Construction Manager Contingency whereas 50% of funds remaining are returned to the Owner.

§ 3.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 3.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 3.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

§ 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

§ 3.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

### § 3.3 Construction Phase

#### § 3.3.1 General

§ 3.3.1.1 For purposes of Section 8.1.2 of A201-2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 3.3.1.2 The Construction Phase shall commence upon the Owner's execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

### § 3.3.2 Administration

§ 3.3.2.1 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect.

§ 3.3.2.2 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201–2017.

### § 3.3.2.3 Monthly Report

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner.

### § 3.3.2.4 Daily Logs

The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

### § 3.3.2.5 Cost Control

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

## ARTICLE 4 OWNER'S RESPONSIBILITIES

### § 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 4.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2.

§ 4.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 4.1.4 **Structural and Environmental Tests, Surveys and Reports.** During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 4.1.4.1 The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 4.1.4.2 The Owner shall furnish surveys describing 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.

§ 4.1.4.3 The Owner, when such services are requested, 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.

§ 4.1.5 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 4.1.6 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

#### § 4.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201-2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 4.2.1 **Legal Requirements.** 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.

#### § 4.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™-2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.

### ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

#### § 5.1 Compensation

§ 5.1.1 For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:

Preconstruction Fee	\$ 4,500.00
Preconstruction Staff	\$ 44,129.65.00
PEMB Structural Reactions	\$ 8,500.00

§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager's Consultants and Subcontractors, if any, are set forth below.

*(Paragraph deleted)*

Individual or Position	Rate
Project Executive	\$112.25
Project Manager	\$90.75
Project Superintendent	\$88.35
Assistant Superintendent	\$67.00
Project Engineer	\$66.00

Init.



Project Accountant	\$61.50
Project Scheduler	\$100.00
Estimator	\$92.50
Project Admin	\$59.50

§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within Ninety( 90 ) days of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

**§ 5.2 Payments**

§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid after Twenty ( 20 ) 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 Construction Manager.  
*(Insert rate of monthly or annual interest agreed upon.)*

6.5 % Monthly

**ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES**

**§ 6.1 Contract Sum**

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee.

§ 6.1.2 The Construction Manager's Fee:

3.05%

§ 6.1.3 The method of adjustment of the Construction Manager's Fee for changes in the Work:

Ten Percent (10%) Overhead and Construction Manager's Fee of 3.05%

§ 6.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

NONE

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed Fifteen percent ( 15%) of the standard rental rate paid at the place of the Project.

*(Paragraphs deleted)*

**§ 6.2 Guaranteed Maximum Price**

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

### § 6.3 Changes in the Work

§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 6.3.1.1 The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to "cost" and "fee," and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 6.1.2 of this Agreement.

§ 6.3.5 If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

## ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

### § 7.1 Costs to Be Reimbursed

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

### § 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 7.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval.

§ 7.2.2.1 Wages or salaries of the Construction Manager's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:

*(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)*

§ 7.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

### § 7.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

### § 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

### § 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Costs of the Construction Manager's site office, including general office equipment and supplies.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

### § 7.6 Miscellaneous Costs

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.

§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner's prior approval.

§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable.

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201–2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201–2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee or subject to the Guaranteed Maximum Price.

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

§ 7.6.7 Costs of document reproductions and delivery charges.

§ 7.6.8 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.9 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 7.6.10 Expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work, with the Owner's prior approval.

§ 7.6.11 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

### § 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

### § 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager;

or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

**§ 7.8.2** If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

### **§ 7.9 Costs Not To Be Reimbursed**

**§ 7.9.1** The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;
- .2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- .3 Expenses of the Construction Manager's principal office and offices other than the site office;
- .4 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;
- .5 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- .7 Any cost not specifically and expressly described in Sections 7.1 to 7.7;
- .8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .9 Costs for services incurred during the Preconstruction Phase.

## **ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS**

**§ 8.1** Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

**§ 8.2** Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

## **ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS**

**§ 9.1** Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

#### ARTICLE 10 ACCOUNTING RECORDS

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

#### ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

##### § 11.1 Progress Payments

§ 11.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents.

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the 15th day of the next month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Fifteen( 15 ) days after the Architect receives the Application for Payment.

§ 11.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee.

§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.

§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect.

§ 11.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work and for which the Construction Manager has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 11.1.7 In accordance with AIA Document A201–2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 11.1.7.1 The amount of each progress payment shall first include:

- .1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;
- .2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- .4 The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 11.1.7.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;
- .5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 11.1.8.

#### § 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

*(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)*

Eight (8) % thru 50% of Labor Only

§ 11.1.8.1.1 The following items are not subject to retainage:

*(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)*

General Conditions, Staffing, Fee, Insurance, and Taxes

Init.

§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:

*(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)*

§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

*(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)*

§ 11.1.9 If final completion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 11.1.10 Except with the Owner's prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 11.1.11 The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 11.1.12 In taking action on the Construction Manager's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

## § 11.2 Final Payment

§ 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.

*(Paragraphs deleted)*

§ 11.2.3 The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 11.2.4 If, subsequent to final payment, and at the Owner's request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.



**§ 11.3 Interest**

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.  
*(Insert rate of interest agreed upon, if any.)*

7 % Annually

**ARTICLE 12 DISPUTE RESOLUTION**

**§ 12.1 Initial Decision Maker**

**§ 12.1.1** Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201–2017. However, for Claims arising from or relating to the Construction Manager’s Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply.

**§ 12.1.2** The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017 for Claims arising from or relating to the Construction Manager’s Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.  
*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

**§ 12.2 Binding Dispute Resolution**

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:  
*(Check the appropriate box.)*

- Arbitration pursuant to Article 15 of AIA Document A201–2017
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*

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

**ARTICLE 13 TERMINATION OR SUSPENSION**

**§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment**

**§ 13.1.1** If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days’ written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days’ written notice to the Owner.

**§ 13.1.2** In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager’s compensation under this Section exceed the compensation set forth in Section 5.1.

**§ 13.1.3** Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days’ written notice to the Construction Manager for the Owner’s convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days’ written notice to the Owner, for the reasons set forth in Article 14 of A201–2017.

Init.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

§ 13.1.6 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

§ 13.1.6.1 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

## § 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment

### § 13.2.1 Termination

The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201-2017.

### § 13.2.2 Termination by the Owner for Cause

§ 13.2.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201-2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201-2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201-2017.

§ 13.2.2.2 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a

condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

### § 13.2.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Construction Manager a termination fee as follows:

*(Insert the amount of or method for determining the fee, if any, payable to the Construction Manager following a termination for the Owner's convenience.)*

Fifty Thousand \$50,000.00

### § 13.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

## ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Terms in this Agreement shall have the same meaning as those in A201–2017. Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

### § 14.2 Successors and Assigns

§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 14.2.2 The Owner may, without consent of the Construction Manager, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment.

### § 14.3 Insurance and Bonds

#### § 14.3.1 Preconstruction Phase

The Construction Manager shall maintain the following insurance for the duration of the Preconstruction Services performed under this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

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

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than One Million (\$ 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.

§ 14.3.1.3 The Construction Manager 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 that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, 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.

§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than One Million (\$ 1,000,000.00) each accident, One Million (\$ 1,000,000.00) each employee, and One Million (\$ 1,000,000.00) policy limit.

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than One Million (\$ 1,000,000.00) per claim and One Million (\$ 1,000,000) in the aggregate.

*(Paragraphs deleted)*

§ § 14.3.1.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Construction Manager 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 Construction Manager'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.

*(Paragraph deleted)*

*(Table deleted)*

§ 14.3.1.8 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

### § 14.3.2 Construction Phase

After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 14.3.2.1 The Construction Manager shall provide bonds as set forth in AIA Document A133™–2019 Exhibit B, and elsewhere in the Contract Documents.

§ 14.4 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

*(Paragraphs deleted)*

## ARTICLE 15 SCOPE OF THE AGREEMENT

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

§ 15.2 The following documents comprise the Agreement:

- .1 AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2 AIA Document A133™–2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed
- .3 AIA Document A133™–2019, Exhibit B, Insurance and Bonds
- .4 AIA Document A201™–2017, General Conditions of the Contract for Construction

*(Paragraphs deleted)*

*(Table deleted)*

*(Paragraph deleted)*

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

OWNER *(Signature)*

*(Printed name and title)*

CONSTRUCTION MANAGER *(Signature)*

Justin Conger

President & CEO

*(Printed name and title)*



# Document A133<sup>®</sup> – 2019 Exhibit A

## Guaranteed Maximum Price Amendment

This Amendment dated the \_\_\_\_\_ day of April in the year 2023, is incorporated into the accompanying AIA Document A133<sup>™</sup>-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ (the "Agreement")  
*(In words, indicate day, month, and year.)*

for the following **PROJECT:**  
*(Name and address or location)*

Milford Fieldhouse  
5735 Wolfpen Pleasant Hill Rd,  
Milford, OH 45150

**THE OWNER:**  
*(Name, legal status, and address)*

Milford Exempted Village Schools  
1099 State Route 131  
Milford, OH 45150  
P: (513) 831-1314

**THE CONSTRUCTION MANAGER:**  
*(Name, legal status, and address)*

Conger Construction Group, Inc.  
PO Box 1069  
2020 McKinley Blvd.  
Lebanon, Ohio 45036  
P: 513-932-1206

### TABLE OF ARTICLES

- A.1 GUARANTEED MAXIMUM PRICE
- A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED
- A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

### ARTICLE A.1 GUARANTEED MAXIMUM PRICE

#### § A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

#### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as 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 necessary information and 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.

AIA Document A201<sup>™</sup>-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed (\$ ), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 **Itemized Statement of the Guaranteed Maximum Price.** Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.

SEE EXHIBIT I – GMP Cost Summary

§ A.1.1.3 The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 **Alternates**

§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
N/A	

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.  
*(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)*

Item	Price	Conditions for Acceptance
Alternate No. 01 – Gym Divider Curtain	\$40,000.00	
Alternate No. 02 – Eagle Dimensional Logo	\$17,050.00	

§ A.1.1.6 Unit prices, if any:

*(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)*

Item	Units and Limitations	Price per Unit (\$0.00)
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## ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ A.2.1 The date of commencement of the Work shall be:

*(Check one of the following boxes.)*

The date of execution of this Amendment.

Established as follows:

*(Insert a date or a means to determine the date of commencement of the Work.)*

Within Ten (10) Days of receipt of ALL permits required by authorities having jurisdictions or May 3, 2023 which ever is later.

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

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

§ A.2.3 **Substantial Completion**

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:

(Paragraph deleted)

[ X ] Not later than Three Hundred Twenty ( 320) calendar days from the date of commencement of the Work.

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

Portion of Work	Substantial Completion Date
N/A	

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

**ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED**

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ A.3.1.1 The following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
N/A			

§ A.3.1.2 The following Specifications:  
(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

SEE EXHIBIT II – GMP Project Specifications Index

Section	Title	Date	Pages

§ A.3.1.3 The following Drawings:  
(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

SEE EXHIBIT III – GMP Drawing Index

Number	Title	Date

Other identifying information:

(Paragraph deleted)

(Table deleted)

(Paragraphs deleted)

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:  
(Identify each allowance.)

Item	Price
Design Contingency Allowance	\$500,000.00

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:  
(Identify each assumption and clarification.)

SEE EXHIBIT IV – GMP Assumptions & Clarifications

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:

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User Notes:

(1937256259)



*(List any other documents or information here, or refer to an exhibit attached to this Amendment.)*

**ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS**

**§ A.4.1** The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:

*(List name, discipline, address, and other information.)*

| Star Building Systems

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

\_\_\_\_\_  
**OWNER** *(Signature)*

\_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
**CONSTRUCTION MANAGER** *(Signature)*

Justin Conger                      President & CEO  
\_\_\_\_\_  
*(Printed name and title)*



**Estimate: 2020030213 Milford Fieldhouse  
GMP 1.1**

**Estimate Cost Totals**

Description	Total	Percent of Cost	Cost/SF
01 General Requirements	\$545,317	4.98%	12.81
02 Existing Conditions	\$92,280	0.84%	2.17
03 Concrete	\$659,872	6.02%	15.50
04 Masonry	\$1,249,608	11.41%	29.35
05 Metals	\$11,443	0.10%	0.27
07 Thermal and Moisture Protection	\$46,179	0.42%	1.08
08 Openings	\$218,815	2.00%	5.14
09 Finishes	\$735,741	6.72%	17.28
10 Specialties	\$211,921	1.93%	4.98
11 Equipment	\$166,968	1.52%	3.92
12 Furnishings	\$64,823	0.59%	1.52
13 Special Construction	\$1,496,773	13.66%	35.15
21 Fire Suppression	\$97,355	0.89%	2.29
22 Plumbing	\$733,705	6.70%	17.23
23 Heating, Ventilating, and Air Conditioning (HVAC)	\$996,442	9.09%	23.40
26 Electrical	\$842,278	7.69%	19.78
27 Communications	\$174,593	1.59%	4.10
28 Electronic Safety and Security	\$52,884	0.48%	1.24
31 Earthwork	\$422,338	3.85%	9.92
32 Exterior Improvements	\$202,086	1.84%	4.75
33 Utilities	\$348,385	3.18%	8.18
99 Design Contingency	\$500,000	4.56%	11.74
<b>Sub-Total (Direct Cost)</b>	<b>\$9,869,807</b>	<b>90.08%</b>	<b>231.78</b>
Preconstruction Fee	\$4,500	0.04%	0.11
Preconstruction Staffing	\$44,130	0.40%	1.04
Preconstruction Stage Reimbursable	\$8,500	0.08%	0.20
CM Staffing	\$274,418	2.50%	6.44
CM Contingency 2%	\$204,027	1.86%	4.79
General Liability Insurance	\$67,635	0.62%	1.59
Bond	\$76,250	0.70%	1.79
CM Fee 3.05%	\$321,753	2.94%	7.56
CAT Tax	\$28,265	0.26%	0.66
<b>Sub-Total (Indirect Cost)</b>	<b>\$10,899,284</b>	<b>99.48%</b>	<b>255.95</b>
Alternate: Gym Divider Curtain	\$40,000	0.37%	0.94
Alternate: Eagle Dimensional Metal LOGO	\$17,050	0.16%	0.40
<b>Total Estimate</b>	<b>\$10,956,334</b>	<b>100%</b>	<b>257.29</b>



## Milford Fieldhouse - EXHIBIT II - Drawing Index

Discipline	Drawing No.	Drawing Title	Revision	Drawing Date
Architectural	A000	RENDERINGS	0	2/24/2023
Architectural	A010	OPENING SCHEDULE, OPENING TYPES AND DETAILS	0	2/24/2023
Architectural	A011	ACCESS CONTROL PLAN	0	2/24/2023
Architectural	A050	FIRST FLOOR PLAN - OVERALL	0	2/24/2023
Architectural	A100	FIRST FLOOR A PLAN - BLDG A	0	2/24/2023
Architectural	A101	FIRST FLOOR A PLAN - BLDG B	0	2/24/2023
Architectural	A140	ROOF PLAN - OVERALL	0	2/24/2023
Architectural	A150	ENLARGED TOILET ROOM PLANS	0	2/24/2023
Architectural	A200	EXTERIOR ELEVATIONS - BLDG A	0	2/24/2023
Architectural	A201	EXTERIOR ELEVATIONS - BLDG B	0	2/24/2023
Architectural	A400	FIRST FLOOR A REFLECTED CEILING PLAN - BLDG A	0	2/24/2023
Architectural	A401	FIRST FLOOR A REFLECTED CEILING PLAN - BLDG B	0	2/24/2023
Architectural	A500	BUILDING SECTIONS - BLDG A	0	2/24/2023
Architectural	A501	BUILDING SECTIONS - BLDG B	0	2/24/2023
Architectural	A520	DETAILS	0	2/24/2023
Architectural	A600	FIRST FLOOR A FINISH PLAN - BLDG A	0	2/24/2023
Architectural	A601	FIRST FLOOR A FINISH PLAN - BLDG B	0	2/24/2023
Architectural	A640	INTERIOR ELEVATIONS & FURNITURE PLANS	0	2/24/2023
Civil	C100	GENERAL NOTES & DETAILS	0	2/24/2023
Civil	C110	SURVEY BASEMAP	0	2/24/2023
Civil	C120	DEMOLITION PLAN	0	2/24/2023
Civil	C130	LOCATION PLAN	0	2/24/2023
Civil	C140	UTILITY PLAN	0	2/24/2023
Civil	C141	UTILITY PROFILES	0	2/24/2023
Civil	C150	GRADING PLAN	0	2/24/2023
Civil	C160	EROSION CONTROL NOTES	0	2/24/2023
Civil	C161	EROSION CONTROL DETAILS	0	2/24/2023
Electrical	E000	ELECTRICAL LEGENDS	0	2/24/2023
Electrical	E001	ELECTRICAL LEGENDS	0	2/24/2023
Electrical	E070	ELECTRICAL DEMOLITION SITE PLAN	0	2/24/2023
Electrical	E100	FIRST FLOOR LIGHTING PLAN AREA A	0	2/24/2023
Electrical	E101	FIRST FLOOR LIGHTING PLAN AREA B	0	2/24/2023
Electrical	E200	FIRST FLOOR POWER PLAN AREA A	0	2/24/2023
Electrical	E201	FIRST FLOOR POWER PLAN AREA B	0	2/24/2023
Electrical	E300	FIRST FLOOR FIRE ALARM PLAN AREA A	0	2/24/2023
Electrical	E301	FIRST FLOOR FIRE ALARM PLAN AREA B	0	2/24/2023
Electrical	E400	PANEL SCHEDULES	0	2/24/2023
Electrical	E500	ELECTRICAL DETAILS	0	2/24/2023
Electrical	E510	LIGHTING DETAILS	0	2/24/2023
Electrical	E600	ELECTRICAL SINGLE LINE DIAGRAM	0	2/24/2023



## Milford Fieldhouse - EXHIBIT II - Drawing Index

Discipline	Drawing No.	Drawing Title	Revision	Drawing Date
Electrical	E700	ELECTRICAL SITE PLAN	0	2/24/2023
Electrical	E710	ELECTRICAL SITE UTILITY DETAILS	0	2/24/2023
Fire Protection	FP100	FIRST FLOOR FIRE PROTECTION PLAN AREA A	0	2/24/2023
General	G000	TITLE SHEET	0	2/24/2023
General	G001	CODE DATA SHEETS	0	2/24/2023
Mechanical	M000	MECHANICAL SCHEDULES AND LEGENDS	0	2/24/2023
Mechanical	M001	MECHANICAL DETAILS	0	2/24/2023
Mechanical	M002	MECHANICAL VENTILATION SCHEDULE	0	2/24/2023
Mechanical	M100	FIRST FLOOR HVAC DUCTWORK PLAN AREA A	0	2/24/2023
Mechanical	M101	FIRST FLOOR HVAC DUCTWORK PLAN AREA B	0	2/24/2023
Mechanical	M102	FIRST FLOOR HVAC PIPING PLAN AREA A	0	2/24/2023
Mechanical	M103	FIRST FLOOR HVAC PIPING PLAN AREA B	0	2/24/2023
Mechanical	M200	MECHANICAL ROOF PLAN AREA A	0	2/24/2023
Mechanical	M201	MECHANICAL ROOF PLAN AREA B	0	2/24/2023
Mechanical	M300	MECHANICAL SECTIONS	0	2/24/2023
Mechanical	M400	CONTROL SCHEMATICS - AIRSIDE	0	2/24/2023
Plumbing	P000	PLUMBING SCHEDULES AND LEGENDS	0	2/24/2023
Plumbing	P001	PLUMBING DETAILS	0	2/24/2023
Plumbing	P002	PLUMBING DETAILS	0	2/24/2023
Plumbing	P100	FOUNDATION PLUMBING PLAN AREA A	0	2/24/2023
Plumbing	P101	FOUNDATION PLUMBING PLAN AREA B	0	2/24/2023
Plumbing	P200	FIRST FLOOR PLUMBING PLAN AREA A	0	2/24/2023
Plumbing	P201	FIRST FLOOR PLUMBING PLAN AREA B	0	2/24/2023
Plumbing	P400	PLUMBING WASTE AND VENT ISOMETRIC AREA A	0	2/24/2023
Plumbing	P401	PLUMBING WASTE AND VENT ISOMETRIC AREA B	0	2/24/2023
Plumbing	P402	PLUMBING SUPPLY ISOMETRIC AREA A	0	2/24/2023
Plumbing	P403	PLUMBING SUPPLY ISOMETRIC AREA B	0	2/24/2023
Plumbing	P500	PLUMBING SITE PLAN	0	2/24/2023
Structural	S100	FOUNDATION PLAN - BUILDING A	0	2/24/2023
Structural	S101	FOUNDATION PLAN - BUILDING B	0	2/24/2023
Structural	S102	FOUNDATION DETAILS	0	2/24/2023
Structural	S200	ROOF FRAMING PLAN AND DETAILS	0	2/24/2023



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General Contracting | Design/Build | Construction Management

**Milford Exempted Village School District**  
1099 OH Route 131, Milford, OH 45150

**Milford Fieldhouse**  
5735 Wolfpen Pleasant Rd.  
Milford, OH 45150

## **ASSUMPTIONS AND CLARIFICATIONS**

**Presented By:**  
**Conger Construction Group**

**April 6, 2023**



## **SCOPE OF WORK & PROPOSAL**

April 6, 2023

Milford Exempted Village School District  
1099 OH Route 131  
Milford, OH 45150

**Conger Construction Group** is pleased to provide this proposal, assumptions and clarifications document for the new 42,583 SF Milford Fieldhouse project located at 5735 Wolfpen Pleasant Rd. Milford, Ohio 45150.

### **SCOPE OF PROJECT:**

- The Milford Fieldhouse buildings consist of constructing 42,583 SF total PEMB and includes the following scopes:
  1. Division 02: Remove concession building.
  2. Division 03: Concrete footers, and slabs on grade
  3. Division 04: Masonry foundations, Masonry walls, thermal insulation, and Masonry veneer
  4. Division 05: Structural steel anchor bolts, and lintels
  5. Division 07: Caulking, and air barrier
  6. Division 08: Openings, hollow metals doors, frames, and hardware, storefront, interior glazing, sealants, overhead coiling doors
  7. Division 09: Gypsum board, CFMF, acoustical ceiling, sealed concrete, rubber tile, carpet tile, resilient base, ceramic, athletic flooring, and painting
  8. Division 10: Toilet compartments, signage, toilet accessories, lockers, fire protection specialties, Knox box, and visual display units
  9. Division 11: Basketball equipment, volleyball sleeves, and wall pads
  10. Division 12: Casework, countertops, and office furniture
  11. Division 13: Pre-Engineered Metal Building
  12. Division 21: Fire suppression piping, controls, pumps, tanks, and devices for a complete system
  13. Division 22: Plumbing waste, vent, and supply for domestic water, sanitary, and gas including rough ins and all finish fixtures and devices.
  14. Division 23: HVAC equipment, devices, ductwork, controls, control wiring and coordination
  15. Division 26: Electric underground, primary and secondary pathways and service rough ins, devices, lighting, and controls
  16. Division 27: Horizontal cabling, equipment room fittings, backbone cabling, switches and access points, local sound, and access control
  17. Division 28: Video security
  18. Division 31: Site demolition, erosion control, and earthwork
  19. Division 32: Fence, asphalt paving, concrete stoops, sidewalks, and landscaping
  20. Division 33: Utilities (Storm/Water/Sanitary/Gas Conduits)
  21. Division 99: Owner contingency

### **CLARIFICATIONS & EXCLUSIONS**



## SCOPE OF WORK & PROPOSAL

1. In addition to the Basis Documents listed in GMP Exhibit A, the following Assumptions and Clarifications have been made and are included in the scope of work and the basis of our GMP for this project.
2. The proposal does not include any additional work as may be required by local building officials having jurisdiction other than as identified in the contract drawings.
3. No items salvaged unless indicated by Owner, or on drawings.
4. This GMP specifically excludes the following items, as they are to be funded through Soft Contingency.
  - a. Tap Fees
  - b. Capacity Fees
  - c. Aid to Construction for Electric and Gas.
5. Dewatering is included for surface water items such as water caused by recent precipitation. This includes puddles, rainwater filling open trenches, etc. caused by recent precipitation. CCG specifically excludes dewatering high water table issues. For example, water welling in an excavation when it has not rained in days. Deep footers and fire water tank excavations.
6. Testing and inspections as defined by 3.3 of the General Conditions are to be provided by the A/E. Specific testing requirements to ensure the proper performance of the systems as identified in the associated technical specification sections, and as required by the manufacturer, are included in the GMP.
7. GMP includes background checks that can be made available upon request.
8. Normal working hours will be defined within the hours of 6:00AM to 7:00PM Monday through Saturday. GMP includes a typical 8-hour workday and 5-day workweek. If work is performed outside of "normal working hours" it will be coordinated with the district.
9. This GMP does not guarantee that there will not be a need, for the betterment of the Project, to perform testing and/or testing and balancing during "overtime or Saturdays." Except where attributable to the CMR. Testing may occasionally be needed on overtime or Saturdays.
10. For alternates accepted after the deadlines provided in the list of alternates, Conger Construction Group reserves the right to review for schedule and cost impact/adjustment to the GMP.
11. In the event of disruption to the temporary utilities for the project, where the disruption is not caused by the CM, any resulting costs are excluded from this GMP.
12. All personnel on the project site will be required to be compliant with Conger Construction Group Safety program without exception.
13. Daily reports are to be completed in Procore.
14. This GMP excludes soil stabilization except to the extent attributable to the CMR.
15. This GMP excludes patching of asphalt on roadways and asphalt exiting prior to GMP 1.1.
16. This GMP excludes painting the interior of sanitary manholes.
17. Anticipate an average of 6 inches of existing topsoil. Existing topsoil to be utilized for all seeded and landscaped areas. No Export is assumed.
18. This GMP excludes import or export of topsoil. This GMP includes preserving the topsoil stockpile onsite to prevent contamination with spoil's material.
19. This GMP Excludes the Site and roadwork that will continue in the Early site, final building and Abate and Demo Phases.



## **SCOPE OF WORK & PROPOSAL**

20. This GMP Excludes any Demolition not included in the early site and will continue in the final building and Abate and Demo Phases.
21. This GMP Excludes any Labor associated with the installation of the Early Site and Mechanical Material Procurement items identified in the Contract documents.
22. This GMP excludes providing any other mechanical equipment not identified in the Early Site and Material Procurement Documents. All other mechanical equipment shall be procured in the next building GMP.
23. This GMP excludes providing any other electrical equipment not identified in the Early Site and Material Procurement Documents. All other electrical equipment shall be procured in the next building GMP.
24. This GMP excludes any work on the existing Milford track that is not identified in the contract documents.
25. This GMP excludes any asbestos or potting of existing gas line due to unknown conditions.
26. This GMP excludes and abatement found in existing buildings that have not been identified,
27. This GMP excludes any work on the existing or new Bleachers, press box, temporary trailers, or scoreboard.
28. This GMP excludes any electrical conduit needed by Duke that are not identified prior to the GMP.
29. This GMP will include a spray on penetrating sealer on the exposed concrete. Once it penetrates the concrete will appear as raw concrete. All other sealers have been excluded.
30. This GMP assumes that the new technology feed will be fed from the existing poles in the Middle School per RFI response. No other routing has been accounted for in this GMP.
31. This GMP excludes any work on existing buildings or structures not part of this GMP.
32. This GMP excludes any utilities not identified and or required





Conger Construction Group

Printed on Thu Apr 6, 2023 at 02:49 pm EDT

Job #: E0130 Milford Fieldhouse  
5735 Wolfpen Pleasant Rd.  
Milford, Ohio 45150

## RFI LOG

#	Subject	Status	Responsible Contractor	Received From	Assignee	Date Initiated	RFI Manager	Due Date	Closed Date	Ball In Court	Location	Schedule Impact	Cost Code	Cost Impact
11	HVAC units sit on?	Closed	None	Behnfeldt, Dan (SHP)	03/24/2023	David Holtz	03/27/2023	03/28/23			TBD			Yes (Unknown)
<b>Q:</b>	David Holtz Sent Fri Mar 24, 2023 at 11:38 am EDT The three areas where the HVAC units are located and surrounded by fence, what will the HVAC units sit on? Will it be concrete pads? Sizes? Or gravel? If so, how thick? Please clarify.													
<b>A:</b>	Dan Behnfeldt (SHP) Responded Tue Mar 28, 2023 at 08:54 am EDT Also, refer to 03 30 00 CIP Concrete spec para 3.2 B. for drainage course requirements.  Russell Miller (SHP) Responded Fri Mar 24, 2023 at 11:59 am EDT All floor-mounted equipment is to sit on a concrete equipment pad per note on sheet G000. Section 23 05 00. Paragraph 3.5 describes requirements for concrete bases. Attached is a typical base detail for your use.[image: Equipment pad.jpg] Russell Miller SHP Russell Miller, AIA, LEED AP BD+C Senior Project Architect o: 513.381.2112 d: 513.588.1342 c: 513.526.5833 312 Plum Street, Suite 700 Cincinnati, OH 45202 shp.com													
	This communication, including attachments, is for the exclusive use of the addressee(s) and may contain proprietary, confidential or privileged information. If you are not the intended recipient, any use, copying, disclosure, distribution, or taking any action in reliance upon this information is strictly prohibited. If you are not the intended recipient, please notify the sender immediately, delete this communication, and destroy all copies. <a href="#">Equipment pad.jpg</a>													
10	Testing & Balancing	Closed	None	Behnfeldt, Dan (SHP)	03/14/2023	David Holtz	03/17/2023	04/06/23			TBD			TBD
<b>Q:</b>	David Holtz Sent Tue Mar 14, 2023 at 04:47 pm EDT Who will be the testing and balancing for the Milford Fieldhouse? Should the CMR carry this function?													
<b>A:</b>	Dan Behnfeldt (SHP) Responded Wed Mar 15, 2023 at 03:57 pm EDT Yes. The CMR should carry the testing and balancing, unless the school district wants it under the commissioning agent.													
9	Door hardware schedule	Closed	None	Behnfeldt, Dan (SHP)	03/14/2023	David Holtz	03/17/2023	04/06/23			TBD			TBD
<b>Q:</b>	David Holtz Sent Tue Mar 14, 2023 at 11:38 am EDT Is there a Version 2 Updated hardware schedule? The door supplier is saying the hardware schedules don't match up and that there is a revised schedule.													
<b>A:</b>	Dan Behnfeldt (SHP) Responded Thu Mar 16, 2023 at 02:47 pm EDT The Door Hardware spec 08 71 00 is correct. The discrepancies have been corrected in the Door and Frame Schedule and included in Addendum 2.													
8	Technology Pathway	Closed	None	Behnfeldt, Dan (SHP)	03/10/2023	David Holtz	03/13/2023	04/06/23			TBD			Yes (Unknown)
<b>Q:</b>	David Holtz Sent Fri Mar 10, 2023 at 11:26 am EST There is no pathway shown on the site drawing between the concession stand and existing Jr. High School. Where is that pathway located? There is additional clarification information to a prior RFI regarding the fiber backbone for this project. On drawing E000 it shows backbone cable between the Fieldhouse and New Jr. High with a note that states "after new school construction". Also between Concession Stand and Existing Jr. High with a note that states "prior to existing school demo". The Site plan on E700 doesn't mention show or mention any fiber at all. Could you clarify what backbone cable is needed for this project please?													



Conger Construction Group

Printed on Thu Apr 6, 2023 at 02:49 pm EDT

Job #: E0130 Milford Fieldhouse  
5735 Wolfpen Pleasant Rd.  
Milford, Ohio 45150

#	Subject	Status	Responsible Contractor	Received From	Assignee	Date Initiated	RFI Manager	Due Date	Closed Date	Ball In Court	Location	Schedule Impact	Cost Code	Cost Impact	
A:	Dan Behnfeldt (SHP) Responded Thu Mar 16, 2023 at 05:17 pm EDT This pathway will follow the existing overhead technology installation for the athletic buildings, but will drop underground at the second to last pole. Refer to the revised sheets issued with Addendum 2.														
7	Concrete	Closed	None	Behnfeldt, Dan (SHP)	03/10/2023	David Holtz	03/13/2023	03/14/23	TBD	Yes (Unknown)					

David Holtz Sent Fri Mar 10, 2023 at 08:24 am EST  
CIVIL QUESTIONS (See Attached C130 & C150) :

1. See Attached C130 and C150. Are the clouded areas apart of this project/scope of work? Please advise. C130 hatches this area as if these sidewalks are part of this project. C150 does not provide any grading. If these areas are part of this project, please provide grades so we can determine if there are curbs to price?

ARCHITECTURAL QUESTIONS:

1. A600 and A601 does not indicate/show the flooring type for each particular room, nor does it provide a finish schedule for each particular room, so you do not know what rooms get what flooring. Please provide so we know how to bid.

STRUCTURAL QUESTIONS (See Attached S100):

1. Spread Footings Along A/H/A 4-3-2: Spread footing call out is F3. The drawings scale to 4'-0" Wide as if this footing should be 4'-0" Wide. Not 3'-0" Wide. Should these footings be F4E, similar to the east side spread footings along C/A Line or should these spread footings remain F3E spread footings? Regardless, we believe these (3) spread footings should be F3E or F4E, not F3 or F4 in order to match the other exterior spread footing/footing elevations with adjacent spread footings (i.e. Top of footing=98'-8"). Please advise/clarify.
2. Spread Footings Along A.1/B./C & B.B: Spread footing call out is F3. The drawings scale to 4'-0" Wide as if this footing should be 4'-0" Wide. Not 3'-0" Wide. Should these footings be F4E? or should these spread footings remain F3E spread footings? Regardless, we believe these (2) spread footings should be F3E or F4E, not F3 or F4 in order to match the other exterior spread footing/footing elevations with adjacent spread footings (i.e. Top of footing=98'-8"). Please advise/clarify.
3. Spread Footing At C.H & A.5 Line: Spread footing is called out as F3. Should this spread footing be an F3E or F4E (1'-8" Deep), similar to the other exterior spread footings, so the top of the spread footing is 98'-8", similar to all the other exterior spread footings? Please advise/clarify.
4. Spread Footings Along C.G/A.5 & C.F/A.5: Spread footing call out is F3. The drawings scale to 4'-0" Wide. Should this be an F4 footing, this adding an F4 footing to the footing schedule? Please advise/clarify.
5. Spread Footings Along C.4/C-G-C-F-C-C-B: Spread footing call out is F3E. The drawings scale to 4'-0" Wide as if this footing should be 4'-0" Wide. Not 3'-0" Wide. Should these footings be F4E in lieu of F3E? Please advise/clarify.
6. Cont. Footing Along A.15 Line is labeled as FT3, which is 1'-8" deep. We believe this to be a typo and that the cont. footing should be labeled FW3, which is 1'-0" thick and wood match all other interior cont. footings in top of footing elevation. Please confirm/clarify/advise.
7. On S101, all of the Exterior F3E Spread Footings scale to 4'-0", not 3'-0". The F6E spread footings scale to 6'-0" wide which matches the schedule. Should this spread footing call out be F3E or F4E? Please confirm/advise.
8. On S100/S101 under general foundation notes, it states, "ALL PEDESTALS ARE TOP = 100'-0" DOWN TO T/FTG = 98'-8" UNO ON PLAN. PLAN DIMENSIONS ARE SHOWN. ANCHOR BOLT GROUPS, LAYOUTS, ETC SHALL BE COORDINATED WITH PEMB SUPPLIER. SEE TYPICAL PEDESTAL DETAIL FOR MORE INFORMATION". The typical Pedestal detail on S102 does not show pedestal sizes, nor does S100 or S101. Please provide pedestal sizes so can bid accordingly or what to assume for quantity/gbid bidding purposes.
9. Reference 3/A/520: Will the volleyball sleeves be installed by the Athletic Equipment/Flooring contractor or is the concrete contractor to install/set sleeve furnished by others? On past school projects (Southwest Local), this was installed by the Athletic Equipment/Flooring contractor? Please advise on who is to install.
10. The building has (2) different subgrade building pad elevations. Gymnasium which would be at 99'-1" (100'-5" Slab-6" Gravel = Subgrade/Building Pad at 99'-1") and All other which would be 99'-2" (100'-4" Slab-6" Gravel = Subgrade/Building Pad at 99'-2". When the concrete contractor starts excavation for the foundations, we they be stating from both 99'-1" and 99'-2" at that particular area or will the subgrade/building pad be left at one constant?



Conger Construction Group

Printed on Thu Apr 6, 2023 at 02:49 pm EDT

Job #: E0130 Milford Fieldhouse  
5735 Wolfpen Pleasant Rd.  
Milford, Ohio 45150

#	Subject	Status	Responsible Contractor	Received From	Assignee	Date Initiated	RFI Manager	Due Date	Closed Date	Ball In Court	Location	Schedule Impact	Cost Code	Cost Impact
	<a href="#">C150.pdf</a> <a href="#">S100.pdf</a> <a href="#">C130.pdf</a>													
	same elevation through out 99'-1" or 99'-2"? Please advise, so we can quantify excavation and rather we need to figure filling or cutting an addition 1" after the building pad is turned over to the concrete subcontractor.													
	Dan Behnfeldt (SHP) Responded Mon Mar 13, 2023 at 12:08 pm EDT													
	<b>Civil</b>													
	The areas identified on the RFI attached plans are part of the Middle School scope, not the Fieldhouse scope.													
	<b>Architectural</b>													
	Corrected sheets A600 and A601 were sent to CCG on Monday, March 6. Please verify if the 2 sheets need to be included in a formal addendum.													
	<b>A: Structural</b>													
	# 1, 2, 3, 4, 5, & 7: F3E (3'-0" by 3'-0" by 1'-8" deep)													
	# 6: No, it is intentionally an FT3, which is 1'-8" deep due to the freestanding nature of this wall. Top of footing remains at -1'-4" similar to all footings													
	# 8: Conger advise. We can not provide this information until the final PEMB drawings are received. For that matter, the footing sizes stated in these questions are also preliminary and subject to change. Pedestal sizes have not been determined yet.													
	# 9: Conger advise													
	# 10: Conger advise													
6	Technology Backbone	Closed	None	Behnfeldt, Dan (SHP)	03/09/2023	David Holz	03/13/2023	04/06/23				Yes (Unknown)	Yes (Unknown)	
	David Holz Sent Thu Mar 9, 2023 at 01:16 pm EST													
	<b>Q:</b> Need clarification of backbone from the existing Junior High to fieldhouse. See attachment. <a href="#">RFI-002.pdf</a>													
	Dan Behnfeldt (SHP) Responded Thu Mar 16, 2023 at 05:16 pm EDT													
	This pathway will follow the existing overhead technology installation for the athletic buildings, but will drop underground at the second to last pole. Refer to the revised sheets issued with Addendum 2.													
5	Painting	Closed	None	Behnfeldt, Dan (SHP)	03/09/2023	David Holz	03/13/2023	03/14/23				Yes (Unknown)	Yes (Unknown)	
	David Holz Sent Thu Mar 9, 2023 at 01:08 pm EST													
	<b>Q:</b>													
	1. Are we to paint the ceilings in the gym and wrestling rooms?													
	2. What about the walls above the cmu/block in gym does it paint?													
	<b>A:</b>													
	Dan Behnfeldt (SHP) Responded Mon Mar 13, 2023 at 09:51 am EDT													
	1. Yes, per the General Notes on the A400 Sheets all exposed structure, deck, etc. is to be painted PT-1. Spec 13 34 19 paragraph 2.8 includes a (white) vapor retarder facing such as the Simple Saver System as the finish concealing the roof insulation.													
	2. Yes, paint PT-1.													
4	CMU wall heights	Closed	None	Behnfeldt, Dan (SHP)	03/08/2023	David Holz	03/10/2023	04/06/23				Yes (Unknown)	Yes (Unknown)	
	David Holz Sent Wed Mar 8, 2023 at 03:22 pm EST													
	<b>Q:</b> What is the Interior CMU heights on Building A? No cuts? Building B is not so bad.													
	<b>A:</b>													
	Dan Behnfeldt (SHP) Responded Fri Mar 17, 2023 at 11:19 am EDT													
	Masonry partition types have been added to sheet A010 and partition type tags added to the floor plans on A100 and A101 to distinguish between the 10' high partitions (M2) and the other partitions (M1) typically extending to the roof structure. Since the roof is sloping, approximate heights of partitions may be determined by looking at the relative location of the partition in a comparable building section.													



Conger Construction Group

Printed on Thu Apr 6, 2023 at 02:49 pm EDT

Job #: E0130 Milford Fieldhouse  
5735 Wolfpen Pleasant Rd,  
Milford, Ohio 45150

#	Subject	Status	Responsible Contractor	Received From	Assignee	Date Initiated	RFI Manager	Due Date	Closed Date	Ball In Court	Location	Schedule Impact	Cost Code	Cost Impact
3	Cameras	Closed		None	Behnfeldt, Dan (SHP)	03/07/2023	David Holtz	03/10/2023	04/06/23			TBD		TBD
	<p><b>Q:</b> David Holtz Sent Tue Mar 7, 2023 at 11:51 am EST Please see attached RFI regarding Milford. <a href="#">RFI-001.pdf</a></p>													
	<p><b>A:</b> Dan Behnfeldt (SHP) Responded Thu Mar 16, 2023 at 05:15 pm EDT Exterior cameras on the building corners will be changed to 360 view cameras. Refer to the revised sheets issued with Addendum 2.</p>													
	<p><b>A:</b> Dan Behnfeldt (SHP) Responded Mon Mar 13, 2023 at 12:08 pm EDT Disregard the previous response. This was intended for RFI#7.</p>													
	<p><b>A:</b> Dan Behnfeldt (SHP) Responded Mon Mar 13, 2023 at 11:59 am EDT <b>Civil</b> The areas identified on the RFI attached plans are part of the Middle School scope, not the Fieldhouse scope.</p>													
	<p><b>Architectural</b> Corrected sheets A600 and A601 were sent to CCG on Monday, March 6. Please verify if the 2 sheets need to be included in a formal addendum.</p>													
	<p><b>A: Structural</b> #1, 2, 3, 4, 5, &amp; 7: E3E (3'-0" by 3'-0" by 1'-8" deep) #6: No, it is intentionally an FT3, which is 1'-8" deep due to the freestanding nature of this wall. Top of footing remains at -1'-4" similar to all footings #8: Conger advise. We can not provide this information until the final PEMB drawings are received. For that matter, the footing sizes stated in these questions are also preliminary and subject to change. Pedestal sizes have not been determined yet. #9: Conger advise #10: Conger advise</p>													
2	Communication	Closed		None	Behnfeldt, Dan (SHP)	03/07/2023	David Holtz	03/10/2023	04/06/23			TBD		TBD
	<p>David Holtz Sent Tue Mar 7, 2023 at 11:24 am EST 1) Sheet E000 (Electrical Legend), the Backbone Cabling Detail shows connectivity from the New Jr High School to the Fieldhouse TR. Sheet E700 (Electrical Site Plan), Keynotes TS4 conflicts with the previous statement. <b>Question:</b> Are we to include providing cabling for future installation?</p>													
	<p><b>Q:</b> 2) Sheet E000 (Electrical Legend), the Backbone Cabling Detail shows connectivity from the Concession Stand to the Existing Jr High School. This is not plotted on E700 (Electrical Site Plan). <b>Questions:</b> Are we to include this cabling in the base bid? If yes, Can you provide the room # that the cabling is going to inside the Existing Jr HS?..And, provide an Electrical Site Plan to reflect this?</p>													
	<p><b>A:</b> Dan Behnfeldt (SHP) Responded Thu Mar 16, 2023 at 05:14 pm EDT 1) This pathway will follow the existing overhead technology installation for the athletic buildings, but will drop underground at the second to last pole. Cabling for future installation to new middle school will be provided with the MS package. Refer to the revised sheets issued with Addendum 2. 2) This pathway will follow the existing overhead technology installation for the athletic buildings, but will drop underground at the second to last pole. Cabling is included in the base bid. Refer to the revised sheets issued with Addendum 2.</p>													
1	HVAC	Closed		None	Behnfeldt, Dan (SHP)	03/07/2023	David Holtz	03/10/2023	03/14/23			TBD		TBD
	<p>David Holtz Sent Tue Mar 7, 2023 at 09:40 am EST</p>													
	<p><b>Q:</b> 1. For AHU-LR 1&amp;2 is there a detail for coming? 2. M-100 Westing Room ductwork Round Supply in the specs it calls out to insulate with 2" 1.5# PSK ductwrap will this be needed since it conditions it self? 3. For DFC units 1-4 what size will the ref piping be? 4. M103 what size will the con drains be?</p>													
	<p><b>A:</b> Dan Behnfeldt (SHP) Responded Mon Mar 13, 2023 at 09:49 am EDT</p>													



Conger Construction Group

Printed on Thu Apr 6, 2023 at 02:49 pm EDT

Job #: E0130 Milford Fieldhouse  
5735 Wolfpen Pleasant Rd.  
Milford, Ohio 45150

#	Subject	Status	Responsible Contractor	Received From	Assignee	Date Initiated	RFI Manager	Due Date	Closed Date	Ball In Court	Location	Schedule Impact	Cost Code	Cost Impact
1.	AHU model number is provided and it was further expanded. AHU catalogue with detailed drawings is available online. Model OAD 20 tons with ERV and OAD 60 tons with ERV.													
2.	Yes. Provide insulation.													
3.	Size per manufacturer.													
4.	1" condensation pipes.													



OHIO FACILITIES CONSTRUCTION COMMISSION

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April 6, 2023      **Via DocuSign**

Superintendent John Spieser  
[spieser\\_j@milfordschools.org](mailto:spieser_j@milfordschools.org)  
Milford Exempted Village School District  
1099 State Route 131  
Milford, Ohio 45150

**RE: 1<sup>st</sup> Notice of Intent to Amend the Segment Two Project Agreement**

Dear Superintendent Spieser & District Officials:

On behalf of the Ohio Facilities Construction Commission ("Commission"), this notice serves to acknowledge a modification of the Master Facilities Plan originally approved by the Commission and the School District in the Segment Two Project Agreement. The attached **Notice of Intent to Amend the Segment Two Project Agreement** describes this modification. This Notice allows the project team to proceed with schematic design.

Pursuant to Ohio Administrative Code Section 3318:1-3-02, the School District Board of Education is required to acknowledge by resolution its acceptance by the Board of Education of the change in the scope/budget. We are requesting the Board of Education proceed at this time with a resolution acknowledging this change in the project budget.

A form of resolution is enclosed for this purpose. We ask that your Treasurer sign and return this resolution, via DocuSign, **on or before April 21, 2023.**

If you have any questions regarding this matter, please contact your Project Manager.

Sincerely,

DocuSigned by:

A handwritten signature in blue ink that reads "Cheryl J. Lyman".

Cheryl J. Lyman

Executive Director

/jsp

pc: Dave Meranda, [meranda\\_d@milfordschools.org](mailto:meranda_d@milfordschools.org)  
John Espy, [espy\\_j@milfordschools.org](mailto:espy_j@milfordschools.org)  
Brad Ruwe, [bradley.ruwe@dinsmore.com](mailto:bradley.ruwe@dinsmore.com)  
File




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## 1<sup>st</sup> NOTICE OF INTENT TO AMEND THE SEGMENT TWO PROJECT AGREEMENT (SCHEMATIC DESIGN PHASE)

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Date: April 6, 2023

School District: **Milford Exempted Village**

Date of Commission Approval of the Master Facilities Plan and Budget: **July 8, 2021**

Date of Controlling Board Approval of the Master Facilities Plan and Budget: **August 2, 2021**

The recommended change to the approved Master Facilities Plan project budget listed in the Segment Two project agreement fully executed as of **April 28, 2022**, is as follows:

- The project budget will be **increased as listed on the approved Design Document Phase Submission Form**. The co-funded Project Budget for the Master Facility Plan is estimated to exceed the co-funded budget for the project. Currently at the schematic design phase, the estimate, after the estimated interest of **(\$351,775)** is applied, exceeds the co-funded budget in the amount of **Seven Million Eight Hundred Fourteen Thousand Nine Hundred Thirty Five Dollars (\$7,814,935)** with a local share in the amount of **Five Million Seven Hundred Sixty Eight Thousand Five Hundred Forty Dollars (\$5,768,540)**.

At each of the subsequent phase submissions, it is expected that the co-funded budget estimate will exceed the co-funded budget. Each subsequent phase submission package will include an update to the estimated NOI budget numbers. The School District Board will be required to include an acknowledgement and certification of funds available for the additional local share.

### Additional Commentary

- The **Locally Funded Initiative (LFI)** will be modified as listed on the approved schematic design phase, as follows:
  - The LFI for the Master Facilities Plan project market conditions in excess of the co-funded market conditions at the schematic design phase, is estimated to be **Seven Hundred Sixty Four Thousand Four Hundred Sixty One Dollars (\$764,461)**.
  - There is an additional LFI for the Master Facilities Plan project which includes additional square footage, additional parking and site circulation costs at the New Middle School. The cost at the schematic design phase is estimated to be **Twenty One Million Six Hundred Sixty Eight Thousand Five Hundred Eighty Nine Dollars (\$21,668,589)**.
  - The Total LFI at the schematic design phase is estimated to be **Twenty Two Million Four Hundred Thirty Three Thousand Fifty Dollars (\$22,433,050)**. At each of the subsequent phase submissions it is expected that the LFI budget estimate will exceed the LFI budget. Each subsequent phase submission package will include an update to the estimated LFI NOI budget numbers. The School District Board will be required to include an acknowledgement and certification of funds available for the additional LFI.

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**MILFORD EXEMPTED VILLAGE School District (Clermont)**  
**1<sup>st</sup> Notice of Intent to Amend the Segment Two Project Agreement**

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The Board of Education of the **Milford Exempted Village School District, Clermont County, Ohio** met in a \_\_\_\_\_ session on \_\_\_\_\_ and adopted the following resolution.

**RESOLUTION ACKNOWLEDGING THE OHIO FACILITIES CONSTRUCTION COMMISSION  
1<sup>st</sup> NOTICE OF INTENT TO AMEND THE SEGMENT TWO PROJECT AGREEMENT, ACKNOWLEDGING  
THE OBLIGATION TO CONTRIBUTE THE SCHOOL DISTRICT'S PROPORTIONAL SHARE OF ACTUAL  
COST OVERRUNS IN CERTAIN CIRCUMSTANCES & APPROVING THE PROGRAM OF REQUIREMENTS  
& SCHEMATIC DESIGN PHASE SUBMISSION**

**WHEREAS**, the Board of Education of the **Milford Exempted Village School District, Clermont County Ohio** ("Board of Education") has entered into an agreement ("Project Agreement") with the Ohio Facilities Construction Commission ("Commission"), dated **April 28, 2022**, pursuant to Ohio Revised Code Sections 3318.01 to 3318.20, for the construction of the project therein referred to and consisting of the classroom facilities listed and described in the Commission's Certificate of Conditional Approval; and

**WHEREAS**, the Board of Education has received a Notice of Intent to Amend the Segment Two Project Agreement from the Commission, dated **April 6, 2023** (a copy of which is attached hereto); and

**WHEREAS**, the Board of Education is engaged in a capital improvements program with the Commission which includes **building one new middle school to house grades 6 thru 8; partial abatement & demolition (93,782 sf) of Milford Junior High School (1961 Original (55,630sf), 1962 Addition (27,914sf) and 1980 Media Center (10,238 sf)) and an allowance to abate and demolish Miami Elementary School** and includes certain improvements that are not part of the co-funded Commission project (all of which is referred to as the "Project"); and

**WHEREAS**, **SHP Leading Design** ("Architect") prepared the schematic design ("SD") phase drawings and associated documents; and

**WHEREAS**, **Conger Construction**, the Construction Manager at Risk ("CMR") for the Project, reviewed the documents with the Architect and provided comments on the documents for conformity with the (SD phase) submission requirements for the Project; and

**WHEREAS**, the Architect assembled a SD Phase Submission for which includes the Form Agreement for Local Funded Initiatives (LFI) document required by the Commission to describe the LFI items included in the Project;

**WHEREAS**, the Board of Education is prepared to approve the SD Phase Submission and to authorize the Architect and CMR to proceed with the schematic design phase documents subject to approval of the Commission;

**WHEREAS**, the Board of Education, at each design phase, will submit through the project team updated estimates and drawings for the co-funded project, updated district signed LFI documents (including revenue sources) to the Budget Adjustment Committee or designee; and

**WHEREAS**, the Commission, upon determination of the co-funded drawings adhering to the base Ohio School Design Manual (OSDM), will have the Project Manager sign the design phase submission allowing the project team to proceed to the next design phase; and

**WHEREAS**, an amendment will be recommended for approval by the Commission once awardable bids have been submitted or a Guaranteed Maximum Price (GMP) has been agreed to for the entire project cost; and

**WHEREAS**, the associated LFI's will be impacted and will remain the responsibility of the district; and

**WHEREAS**, pursuant Ohio Administrative Code Section 3318:1-3-02 and Ohio Revised Code Section 3318.083, the Executive Director will recommend and seek the approval of the Commission and Ohio Controlling Board to contribute the state's proportional share of an actual Project cost overrun upon determining, at such time in the future, that the total Project budget is or will be insufficient to enter into contracts, or if the contingency reserve and all interest earnings on project funds should or will become depleted before project completion, and all project costs are not satisfied.





**SECTION 1.** This Board of Education hereby accepts the Commission's 1<sup>st</sup> Notice of Intent to Amend the Segment Two Project Agreement, dated **April 6, 2023**, which is as follows:

- The project budget will be **increased as listed on the approved Design Document Phase Submission Form**. The co-funded Project Budget for the Master Facility Plan is estimated to exceed the co-funded budget for the project. Currently at the schematic design phase, the estimate, after the estimated interest of **(\$351,775)** is applied, exceeds the co-funded budget in the amount of **Seven Million Eight Hundred Fourteen Thousand Nine Hundred Thirty Five Dollars (\$7,814,935)** with a local share in the amount of **Five Million Seven Hundred Sixty Eight Thousand Five Hundred Forty Dollars (\$5,768,540)**.

At each of the subsequent phase submissions, it is expected that the co-funded budget estimate will exceed the co-funded budget. Each subsequent phase submission package will include an update to the estimated NOI budget numbers. The School District Board will be required to include an acknowledgement and certification of funds available for the additional local share.

**Additional Commentary**

➤ The **Locally Funded Initiative (LFI)** will be modified as listed on the approved schematic design phase, as follows:

- The LFI for the Master Facilities Plan project market conditions in excess of the co-funded market conditions at the schematic design phase, is estimated to be **Seven Hundred Sixty Four Thousand Four Hundred Sixty One Dollars (\$764,461)**.
- There is an additional LFI for the Master Facilities Plan project which includes **additional square footage, additional parking and site circulation costs at the New Middle School**). The cost at the schematic design phase is estimated to be **Twenty One Million Six Hundred Sixty Eight Thousand Five Hundred Eighty Nine Dollars (\$21,668,589)**.
- The **Total LFI** at the schematic design phase is estimated to be **Twenty Two Million Four Hundred Thirty Three Thousand Fifty Dollars (\$22,433,050)**. At each of the subsequent phase submissions it is expected that the LFI budget estimate will exceed the LFI budget. Each subsequent phase submission package will include an update to the estimated LFI NOI budget numbers. The School District Board will be required to include an acknowledgement and certification of funds available for the additional LFI.

**SECTION 2.** That this Board of Education hereby acknowledges its intention to contribute the Board of Education's original proportional share of an actual Project cost overrun pursuant to Section 3318.083, ORC, if it is determined at such time in the future, that the total Project budget is or will be insufficient to enter into contracts, or if the contingency reserve and all interest earnings on Project funds should or will become depleted before Project completion, and all Project costs are not satisfied.

**SECTION 3.** That this Board of Education hereby finds and determines that all formal actions relative to the adoption of this resolution were taken in an open meeting of this Board of Education; and that all deliberations of this Board of Education and of its committees, if any, which resulted in formal action, were taken in meetings open to the public, in full compliance with applicable legal requirements, including Ohio Revised Code Section 121.22.

**SECTION 4.** This resolution shall be in full force and effect from and immediately after its adoption.



**OHIO FACILITIES CONSTRUCTION COMMISSION**

\* Upon the roll call on the passage of the Resolution, the vote was as follows:

_____	_____	President	_____	_____	Vice President
_____	_____		_____	_____	
_____	_____		_____	_____	

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**CERTIFICATE**

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The undersigned hereby certifies that the foregoing is a true and correct copy of a resolution adopted at a \_\_\_\_\_ meeting held on \_\_\_\_\_ together with a true and correct extract from the minutes of said meeting to the extent pertinent to consideration and adoption of said resolution.

\_\_\_\_\_  
**Treasurer – John Espy**                      **Date**



**1<sup>st</sup> Notice of Intent to Amend the Segment Two Project Agreement  
EXHIBIT A**

The Board of Education certifies that the **Milford Exempted Village School District, Clermont County** has sufficient funds for the additional local share in an amount of **\$5,768,540** for the estimated budget adjustment for the Master Facilities Plan and that the additional local share will be committed by the School District no later than two business days after the Board of Education approves the proposed budget amendment anticipated to be \_\_\_\_\_. This increases the total estimated local share (Fund 010) to **\$38,353,404**.

The Board of Education also certifies that the District has sufficient funds for the estimated Local Fund Initiative (Fund 004) in the amount of **\$22,433,050**.

The Board of Education is to provide a funding plan at each design phase.

<p><b>Milford Exempted Village School District</b> Clermont County</p> <p><b>SIGNED:</b></p> <p>_____</p> <p>School District Treasurer</p> <p>Print Name: <b>John Espy</b></p> <p>Date: _____</p>	<p><b>The Ohio Facilities Construction Commission</b></p> <p><b>APPROVED:</b></p> <p>_____</p> <p>Finance Representative</p> <p>Print Name: <b>Paul Mann</b></p> <p>Date: _____</p>
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## BUDGET ADJUSTMENT REQUEST SUMMARY

**Milford EVSD**

**SFC-220485**

Date Budget Adjustment Committee reviewed:

*Design Phase the Estimated Cost is Based on:*

Schematic

		CO-FUNDED		LOCALLY FUNDED INITIATIVE			Estimated Other LFI Increase or Decrease	
Building	Scope	Project Agreement Budget	Estimated Cost	Estimated Increase or Decrease	Project Agreement LFI	Estimated PA LFI Increase or Decrease	Other LFI Budget	Estimated Other LFI Cost
New Middle	New	\$ 42,492,629	\$ 51,423,800	\$ 8,931,171	\$ -	\$ -	\$ 16,565,998	\$ 17,540,044
	Site Safety Allow	\$ 300,000	\$ 300,000	\$ -	\$ -	\$ -	\$ 6,749,138	\$ 4,128,545
	ERRCS Allow	\$ 154,857	\$ 154,857	\$ -	\$ -	\$ -	\$ -	\$ -
	LFI Market Overage	\$ -	\$ -	\$ (764,461)	\$ -	\$ -	\$ -	\$ 764,461
<b>BUILDING TOTAL</b>		\$ 42,947,486	\$ 51,878,657	\$ 8,166,710	\$ -	\$ -	\$ 23,315,136	\$ 22,433,050
<b>BUILDING TOTAL</b>		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>BUILDING TOTAL</b>		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Milford Jr High Miami Elem	Abate/demo	\$ 853,353	\$ 853,353	\$ -	\$ -	\$ -	\$ -	\$ -
	Abate/demo	\$ 343,537	\$ 343,537	\$ -	\$ -	\$ -	\$ -	\$ -
	<b>ABATE/DEMO TOTAL</b>	\$ 1,196,890	\$ 1,196,890	\$ -	\$ -	\$ -	\$ -	\$ -
<b>DISTRICT TOTALS</b>		\$ 44,144,376	\$ 53,075,547	\$ 8,166,710	\$ -	\$ -	\$ 23,315,136	\$ 22,433,050

18.5 % Increase \$ 8,166,710  
 Over cap LFI \$ (764,461)

**Total LFI Budget:** \$ 23,315,136  
**Total Estimated LFI:** \$ 22,433,050  
**Estimated Other LFI Increase or Decrease:** \$ (882,086)

\$ (8,931,171)

\$ (882,086)

## BUDGET ADJUSTMENT REQUEST SUMMARY

### Milford EVSD

SFC-220485

Budget Overview at: Schematic

#### ESTIMATED CO-FUNDED BUDGET

	26%	74%	
	State \$	Local \$	State & Local
<b>Total</b>			
Original/Current Budget	\$ 44,144,376	\$ 32,584,864	\$ 44,144,376
Proposed Amendment 1	\$ 8,166,710	\$ 5,768,540	\$ 7,814,935
<b>Proposed budget</b>	<b>\$ 52,311,086</b>	<b>\$ 38,353,404</b>	<b>\$ 51,959,311</b>
			<b>Interest Applied</b>
			\$ -
			\$ 351,775
			<b>\$ 351,775</b>

Estimated Interest breakdown

\$	347,068	Local Fund 010
\$	4,707	State Fund 010

Co-funded budget overage	\$ 8,166,710
Anticipated Interest	\$ 351,775
<b>Overage minus Interest</b>	<b>\$ 7,814,935</b>

#### ESTIMATED TOTAL DISTRICT COMMITMENT

Estimated Local Share of Fund 010	\$ 38,353,404
Estimated PA LFI Needed	\$ -
Estimated Other LFI Needed	\$ 22,433,050
<b>TOTAL</b>	<b>\$ 60,786,454</b>

Based on the terms of the Notice of Intent to Amend, the Project team may move forward with the design phases of a base Ohio School Design Manual (OSDM) building. All components exceeding the base must be identified as Locally Funded Initiative. Once there is a better understanding of actual market conditions, OFCC staff will work with the project team to prepare a Project Agreement Amendment for approval by the School District Board, OFCC Commission and the State Controlling Board.

Master Plan Name Milford EVSD - Clermont - CFAP Segment 2 - OFCC 7-08-21 CB 8-02-21 NOI 1  
 Program CFAP 2021 2 (Active)  
 Rank 442  
 School District Milford Exempted Village School District  
 School District IRN 45500  
 County Clermont County  
 Cost Region 1 (New Construction Cost Factor: 98.78%)  
 Cost Set 2021 (for everything)  
 Bracketing Set 2021  
 Educational Planner FutureThink

Projected Enrollment (10 Yr)

Grade	2025-2026	Grade Configurations		
		Grades	Total	Placed
PK	107			
K	460	PK-12	6254	6254
1	482	PK-5	2987	2987
2	479	6-8	1488	1488
3	475	6-12	1779	1779
4	504	PK-8	4475	4475
5	480	6-12	3267	3267
6	503	CT	166	166
7	483			
8	502			
9	514			
10	505			
11	376			
12	384			
CT Offsite	12			
CT Low Bay Comprehensive	154			
CT High Bay Comprehensive	0			
CT Low Bay Onsite	0			
CT High Bay Onsite	0			
<b>Total</b>	<b>6420</b>			

Project Scope:

CFAP Segment 2 scope:  
 Allowance to Abate / Demolish Miami Elementary School  
 Allowance to Abate / Demolish Milford Jr High School  
 Build new Middle School (154,857SF) to house 1141 students in grades 6-8.

Master Planner Commentary:

The District has elected to build a new Milford MS as a stand alone building, rather than an addition to the Milford Jr HS which was previous presented to the OFCC. As the prior ELPP scope at the Jr HS resulted in a 6,532SF addition for 36 students, which is less than the 350 required. As a result the ELPP close out agreement is being Amended to deduct \$1,331,366.79 of previously awarded ELPP Credits.  
 A Site Access Safety Allowance has been included for new Milford MS.  
 An Emergency Responder Radio Coverage System Allowance has been included for new Milford MS.  
 Build new McCormick; Meadowview; Mulberry; Pattison Elementary Schools; no action as they were completed under the Phase 1 of districts participation in the Expedited Local Partnership Program  
 Build new Boyd E. Smith; Charles L. Speipelt Elementary Schools; no action as they were completed under the Classroom Facilities Assistance Program, Segment one.  
 Demolish and abate at Milford South Elementary School and Renovations to Milford High School, are no action as the District has elected to reserve this scope for a future Segment.  
 The project budget for new buildings or building additions shown on this plan anticipates attaining the USGBC LEED For Schools (U.S. Green Building Council, Leadership in Energy and Environmental Design) Silver (with a preference for attaining points in the Energy and Atmosphere category).  
 \$0.01 added to Milford Jr HS Renovation budget to remedy IT database issue.

Building	Allowance
New MiddleSite Access Safety Improvement Allowance	\$300,000.00
New MiddleMarket rate conditions	\$7,814,935.00
New MiddleEmergency Responder Radio Coverage Systems for 154,857 SF	\$154,857.00

Milford EVSD - Clermont - CFAP Segment 2 - OFCC 7-08-21 CB 8-02-21 NOI 1 master plan for Milford Exempted Village School District of Clermont County (45500)

	Miami Elem Master Planning Considerations			Milford Jr High Master Planning Considerations			New Middle		
Building	Classroom Facilities Assistance Program (CFAP)			Classroom Facilities Assistance Program (CFAP)			---		
Program	[2021]			[2021]			---		
Cost Set	Resource International, Inc.			Resource International, Inc.			---		
Assessing Consultant	Elementary			Middle			Middle		
Type	6.00			28.00			---		
Acres	K-4			7-8			---		
Grades Housed	321			963			---		
Current Enrollment	1929			1961 Original Construction			---		
Additions to Demolish	<input type="checkbox"/>	1929	Academic	<input checked="" type="checkbox"/>	1961	Original Construction	---		
		77%	14,616 ft²	<input checked="" type="checkbox"/>	75%	55,630 ft²	---		
	<input type="checkbox"/>	1947	Gym	<input checked="" type="checkbox"/>	1962	Classroom Addition	---		
		56%	7,651 ft²	<input checked="" type="checkbox"/>	72%	27,914 ft²	---		
	<input type="checkbox"/>	1954	Cafe	<input checked="" type="checkbox"/>	1980	Classroom Media Center Addition	---		
		57%	1,511 ft²	<input checked="" type="checkbox"/>	65%	10,238 ft²	---		
	<input type="checkbox"/>	1956	Primary	<input type="checkbox"/>	2010	2010 ELPP Addition	---		
		60%	9,873 ft²	<input type="checkbox"/>	0%	6,532 ft²	---		
	<input type="checkbox"/>	1980	Library				---		
		58%	4,005 ft²				---		
Grades Housed - Proposed	---			9-12			6-8		
Projected Enrollment	---			36			1141		
CT Projected Enrollment	---			---			---		
Scope of Work	Abate/Demolish			No Action ELPP / Abate Demo			Build New		
Suitability Rating	Borderline			Borderline			---		
Existing ft²	37,656			6,532			---		
Cost/ft² (DM)	\$308.59			\$309.47			---		
Cost to Replace	\$11,620,265.04			\$2,021,458.04			\$0.00		
Cost to Renovate	\$7,639,571.10			---			---		
Reprogramming	\$0.00			\$0.00			---		
Renovate+Replace	66%			0%			---		
Right Replacement	---			\$1,997,589.60			---		
Right Ratio	---			43%			---		
Addition Required	No			No			No		
	Addition ft²			Addition ft²			New ft²		
Proposed Enrollment	Students	sf/Student	sf required	Students	sf/Student	sf required	Students	sf/Student	sf required
Elementary (PK-K)	---	x	---	---	x	---	---	x	---
Elementary (PK-5)	---	x	---	---	x	---	---	x	---
Middle (6-8)	---	x	---	---	x	---	1,141	x	135.72
High (9-12)	---	x	---	36	x	180.00	6,480	x	---
Career Technical Core Space	---	x	---	---	x	---	---	x	---
Total ft² Required	---			6,480			154,856.52		
ft² Existing	37,656			6,532			---		
Large Group Restroom Fixture Replacement	No			No			No		
Comprehensive Vocational	No			No			No		
Oversized ft²	---			---			---		
Less Oversized ft²	37,656			6,532			---		
CT ft² Existing	---			---			---		
CT ft² Not Programmed	---			---			---		
Less CT ft²	37,656			6,532			---		
Addition ft²	-37,656			---			154,857		
Cost per ft²	see below			see below			see below		
Total Addition Cost	---			---			---		
	Cost of Additions			Cost of Additions			Cost to Rebuild		
Cost Of New SF	SF Required	\$/SF	Cost	SF Required	\$/SF	Cost	SF Required	\$/SF	Cost
Elementary (PK-5)	x	---	\$0.00	x	---	\$0.00	0	x	\$0.00
Middle (6-8)	x	---	\$0.00	x	---	\$0.00	154,856.52	---	\$42,492,629.09
High (9-12)	x	---	\$0.00	x	---	\$0.00	0	x	\$0.00
Career Technical Program Space	---			---			---		
CT Existing ft²	---			---			---		
CT New ft²	---			---			---		
CT Total ft²	---			---			---		
CT Program Total	\$0.00			\$0.00			\$0.00		
Total Proposed ft²	---			6,532			154,857		
Total to Rebuild	\$0.00			\$0.00			\$42,492,629.09		
Total to Rebuild All Buildings	---			---			---		
Cost to Reno & Reprogram	---			---			\$0.00		
Total Addition Cost	---			---			---		
Total Career Technical	\$0.00			\$0.00			\$0.00		
Project Cost	\$0.00			---			\$42,492,629.09		
Asbestos Abatement	\$155,257.35			\$384,442.72			\$0.00		
Demolition	\$188,280.00			\$468,910.00			\$0.00		
Exclude Storm Shelter	---			---			Exclude Storm Shelter		
LEED Waiver	---			---			---		
Specific Allowance	\$0.00			\$0.00			\$8,269,792.00		
Total Building Cost	\$343,537.35			\$853,352.72			\$50,762,421.09		
Project Agreement LFI	\$0.00			\$0.00			\$0.00		
Co-Funded Portion	\$343,537.35			\$853,352.72			\$50,762,421.09		
Page Subtotal	---			\$51,959,311.16			---		
General Allowance	---			\$0.00			---		
Total Project Agreement LFI	---			\$0.00			---		
Total Co-Funded Project	---			\$51,959,311.16			---		
Total Project Cost	---			\$51,959,311.16			---		

**Glossary of Terms Used in Master Facility Plan**

<b>Co-Funded Portion</b>	Total Building Cost – Project Agreement LFI
<b>Cost to Renovate</b>	The cost to renovate the existing additions not slated for demolition, based on the recommendations made in the assessment. For a master plan that represents a segment of the construction project, this cost may exclude certain renovation line items that the planner has chosen to omit, either because they were done in a previous segment, or because they will be done in a later one. In this case, the renovation cost will be a link on which you can click to see the segmented renovation line items.
<b>Cost to Replace</b>	The cost to rebuild a new school with the same square footage.
<b>General Allowance</b>	Superseded by Specific Allowance; if it still exists in an old MP, you can edit/delete it
<b>LEED Waiver</b>	Exclude the system-managed LEED Specific Allowance.
<b>Project Cost</b>	If the work scope requires no action, the project cost is zero. Otherwise, project cost is calculated as follows (and includes any PALFI):  Total to Rebuild +Cost to Reno & Reprogram +Total Addition Cost +Total Career Technical
<b>Renovate+Replace</b>	$\frac{\text{renovation} + \text{reprogramming}}{\text{costToReplaceSameSquareFootage}}$
<b>Right Ratio</b>	$\frac{\text{renovation} + \text{reprogramming} + \text{demolition} + \text{asbestos} + \text{proposedAdditionalSpace} + \text{CT} + \text{selectedAllowances}}{\text{costToReplaceBasedOnProposedEnrollment}}$  The selected allowances should <b>not</b> include site allowances (see Specific Allowances, "Include" column).
<b>Right Replacement</b>	The cost to rebuild a new school for the proposed number of students, including career technical programs.
<b>Total Building Cost</b>	Total building cost is calculated as follows:  Project Cost +Asbestos Abatement +Demolition +Specific Allowance
<b>Total Co-Funded Project</b>	Sum of Co-Funded Portion for each building
<b>Total Project Agreement LFI</b>	General LFIs, plus Per-Building LFIs from a few lines above.
<b>Total Project Cost</b>	Total Project Agreement LFI + Total Co-Funded Project
<b>Total Proposed ft²</b>	Existing SF –Demolition SF +Addition SF +Career Technical Addition SF



Specific Allowances for Master Plan Milford EVSD - Clermont - CFAP Segment 2 - OFCC 7-08-21 CB 8-02-21 NOI 1 - Milford Exempted Village

<a href="#">Return To MasterPlan</a>						
<b>Specific Allowances</b>						
<b>Building</b>	<b>Category</b>	<b>Name</b>	<b>Amount</b>	<b>Comments</b>	<b>Cost Column</b>	<b>Include in Right Ratio</b>
[New Middle]	Site Development	Site Access Safety Improvement Allowance	\$300,000.00	Allowance for Site Access Safety Improvement in the amount of \$300,000.00	Base CM & A/E Services	no
[New Middle]	Renovation Adjustment	Market rate conditions	\$7,814,935.00	Market Rate Conditions of Seven Million Eight Hundred Fourteen Thousand Nine Hundred Thirty Five Dollars (\$7,814,935)	Base CM & A/E Services	yes
[New Middle]	ERRCS	Emergency Responder Radio Coverage Systems for 154,857 SF	\$154,857.00	\$1.00/SF	Base CM & A/E Services	yes
<b>Total</b>			<b>\$8,269,792.00</b>			
<a href="#">Return To MasterPlan</a>						

Main Assessment Menu - Milford Exempted Village (45500) - Miami Elem (24380)

Building Summary - Miami Elem (24380)

<b>District:</b> Milford Exempted Village				<b>County:</b> Clermont		<b>Area:</b> Southwestern Ohio (1)		
<b>Name:</b> Miami Elem				<b>Contact:</b> Mr. Robert G. Tracy				
<b>Address:</b> 1039 State Route 28 Milford, OH 45150				<b>Phone:</b> 513-831-9690				
<b>Bldg. IRN:</b> 24380				<b>Date Prepared:</b> 2013-04-08		<b>By:</b> Robert Hart		
				<b>Date Revised:</b> 2018-04-09		<b>By:</b> Chris Colotto		
Current Grades		K-4	Acreage:	6.00	<b>Suitability Appraisal Summary</b>			
Proposed Grades		N/A	Teaching Stations:	27				
Current Enrollment		321	Classrooms:	20				
Projected Enrollment		N/A						
				<b>Section</b>	<b>Points Possible</b>	<b>Points Earned</b>	<b>Percentage</b>	<b>Rating Category</b>
<b>Addition</b>				<b>Cover Sheet</b>				
<b>Date</b>	<b>HA</b>	<b>Number of Floors</b>	<b>Current Square Feet</b>	1.0 The School Site	100	51	51%	Borderline
1929	2	2	14,616	2.0 Structural and Mechanical Features	200	98	49%	Poor
Gym	1947	2	7,651	3.0 Plant Maintainability	100	56	56%	Borderline
Cafe	1954	2	1,511	4.0 Building Safety and Security	200	124	62%	Borderline
Primary	1956	2	9,873	5.0 Educational Adequacy	200	103	52%	Borderline
Library	1980	2	4,005	6.0 Environment for Education	200	92	46%	Poor
<b>Total</b>				37,656				
				LEED Observations	—	—	—	—
				Commentary	—	—	—	—
				<b>Total</b>	<b>1000</b>	<b>524</b>	<b>52%</b>	<b>Borderline</b>
				<b>C=Under Contract</b>				
				Existing Square Feet				
				Cost per Sq. Ft.				
				<b>Renovation Cost Factor</b>				
				Cost to Renovate (Cost Factor applied)				
				Reprogramming Cost				
				Cost to Renovate w/ Reprogramming				
				Cost to Replace				
				Renovate/Replace				
				<i>[These calculations are for the case where none of the Building's Additions are slated for demolition. If the Master Plan suggests partial demolition of this Building, the Master Plan will very probably show a different Renovate/Replace ratio, which is representative of the Building without the demolished additions.]</i>				
<b>FACILITY ASSESSMENT</b>				<b>Rating</b>	<b>Dollar Assessment</b>			
Cost Set: 2021								
A.	Heating System	3	\$1,513,771.20					
B.	Roofing	3	\$442,530.80					
C.	Ventilation / Air Conditioning	1	\$0.00					
D.	Electrical Systems	3	\$901,861.20					
E.	Plumbing and Fixtures	3	\$64,500.00					
F.	Windows	3	\$93,408.00					
G.	Structure: Foundation	1	\$0.00					
H.	Structure: Walls and Chimneys	2	\$192,743.50					
I.	Structure: Floors and Roofs	1	\$0.00					
J.	General Finishes	3	\$977,181.60					
K.	Interior Lighting	3	\$244,764.00					
L.	Security Systems	3	\$144,975.60					
M.	Emergency/Egress Lighting	3	\$37,656.00					
N.	Fire Alarm	3	\$92,257.20					
O.	Handicapped Access	3	\$308,401.20					
P.	Site Condition	2	\$167,110.50					
Q.	Sewage System	1	\$0.00					
R.	Water Supply	1	\$0.00					
S.	Exterior Doors	3	\$2,500.00					
T.	Hazardous Material	3	\$139,315.60					
U.	Life Safety	2	\$158,199.20					
V.	Loose Furnishings	3	\$244,764.00					
W.	Technology	3	\$489,528.00					
X.	Construction Contingency / Non-Construction Cost	-	\$1,518,457.38					
<b>Total</b>					\$7,733,924.98			

**Building Component Information - Milford Exempted Village (45500) - Miami Elem (24380)**

Addition	Auditorium Fixed Seating	Corridors	Agricultural Education Lab	Primary Gymnasium	Media Center	Vocational Space	Student Dining	Kitchen	Natorium	Indoor Tracks	Adult Education	Board Offices	Outside Agencies	Auxiliary Gymnasium
Academic (1929)		3136					651	984						
Gym (1947)		342		3510										
Cafe (1954)							1302							
Primary (1956)		870												
Library (1980)		718			1897									
<b>Total</b>	<b>0</b>	<b>5,066</b>	<b>0</b>	<b>3,510</b>	<b>1,897</b>	<b>0</b>	<b>1,953</b>	<b>984</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Master Planning Considerations</b>														

Main Assessment Menu - Milford Exempted Village (45500) - Milford Jr High (24752)

Building Summary - Milford Jr High (24752)

<b>District:</b> Milford Exempted Village				<b>County:</b> Clermont		<b>Area:</b> Southwestern Ohio (1)				
<b>Name:</b> Milford Jr High				<b>Contact:</b> Rob Dunn						
<b>Address:</b> 5735 Wolfpen - Pleasant Hill Road Milford, OH 45150				<b>Phone:</b> 513-831-1900						
<b>Bldg. IRN:</b> 24752				<b>Date Prepared:</b> 2008-08-22		<b>By:</b> Tim Bockbrader				
				<b>Date Revised:</b> 2018-04-09		<b>By:</b> Chris Colotto				
<b>Current Grades</b>	7-8	<b>Acreage:</b>	28.00	<b>Suitability Appraisal Summary</b>						
<b>Proposed Grades</b>	N/A	<b>Teaching Stations:</b>	49							
<b>Current Enrollment</b>	963	<b>Classrooms:</b>	32							
<b>Projected Enrollment</b>	N/A									
<b>Addition</b>	<b>Date</b>	<b>HA</b>	<b>Number of Floors</b>	<b>Current Square Feet</b>	<b>Section</b>	<b>Points Possible</b>	<b>Points Earned</b>	<b>Percentage</b>	<b>Rating Category</b>	
Original Construction	1961	2	1	55,630	1.0 The School Site	100	74	74%	Satisfactory	
Classroom Addition	1962	2	1	27,914	2.0 Structural and Mechanical Features	200	79	40%	Poor	
Classroom Media Center Addition	1980	2	1	10,238	3.0 Plant Maintainability	100	47	47%	Poor	
2010 ELPP Addition	2010	1	1	6,532	4.0 Building Safety and Security	200	119	60%	Borderline	
<b>Total</b>				<b>100,314</b>	5.0 Educational Adequacy	200	63	32%	Poor	
						6.0 Environment for Education	200	109	55%	Borderline
						LEED Observations				
						Commentary				
						<b>Total</b>	<b>1000</b>	<b>491</b>	<b>49%</b>	<b>Borderline</b>
						<b>C=Under Contract</b>				
						<b>Existing Square Feet</b>			<b>6,532</b>	
						<b>Cost per Sq. Ft.</b>			<b>\$309.47</b>	
						<b>Renovation Cost Factor</b>			<b>98.78%</b>	
						<b>Cost to Renovate (Cost Factor applied)</b>			<b>\$0.00</b>	
						<b>Reprogramming Cost</b>			<b>\$0.00</b>	
						<b>Cost to Renovate w/ Reprogramming</b>			<b>\$0.00</b>	
						<b>Cost to Replace</b>			<b>\$2,021,458.04</b>	
						<b>Renovate/Replace</b>			<b>0.00%</b>	
<p><i>[These calculations are for the case where none of the Building's Additions are slated for demolition. If the Master Plan suggests partial demolition of this Building, the Master Plan will very probably show a different Renovate/Replace ratio, which is representative of the Building without the demolished additions.]</i></p>										
<b>FACILITY ASSESSMENT</b>				<b>Dollar</b>						
<b>Cost Set: 2021</b>				<b>Assessment C</b>						
		<b>Rating</b>								
A.	Heating System	3	\$3,770,036.40	-						
B.	Roofing	3	\$1,212,255.20	-						
C.	Ventilation / Air Conditioning	2	\$51,891.00	-						
D.	Electrical Systems	3	\$2,246,078.90	-						
E.	Plumbing and Fixtures	2	\$766,774.00	-						
F.	Windows	3	\$1,314,824.45	-						
G.	Structure: Foundation	1	\$0.00	-						
H.	Structure: Walls and Chimneys	2	\$176,152.00	-						
I.	Structure: Floors and Roofs	1	\$0.00	-						
J.	General Finishes	3	\$2,671,063.06	-						
K.	Interior Lighting	3	\$609,583.00	-						
L.	Security Systems	3	\$361,060.70	-						
M.	Emergency/Egress Lighting	3	\$93,782.00	-						
N.	Fire Alarm	3	\$229,765.90	-						
O.	Handicapped Access	3	\$447,946.40	-						
P.	Site Condition	3	\$1,120,211.60	-						
Q.	Sewage System	1	\$0.00	-						
R.	Water Supply	2	\$4,000.00	-						
S.	Exterior Doors	3	\$101,000.00	-						
T.	Hazardous Material	3	\$322,778.20	-						
U.	Life Safety	3	\$305,102.40	-						
V.	Loose Furnishings	3	\$515,801.00	-						
W.	Technology	3	\$844,038.00	-						
X.	Construction Contingency / Non-Construction Cost	-	\$4,193,251.92	-						
<b>Total</b>				<b>\$21,357,396.13</b>						

**Building Component Information - Milford Exempted Village (45500) - Milford Jr High (24752)**

Addition	Auditorium Fixed Seating	Corridors	Agricultural Education Lab	Primary Gymnasium	Media Center	Vocational Space	Student Dining	Kitchen	Natatorium	Indoor Tracks	Adult Education	Board Offices	Outside Agencies	Auxiliary Gymnasium
Original Construction (1961)		10237		8421		945	2500	923						
Classroom Addition (1962)		7248												
Classroom Media Center Addition (1980)		1359			2926									
2010 ELPP Addition (2010)		1409												
<b>Total</b>	<b>0</b>	<b>20,253</b>	<b>0</b>	<b>8,421</b>	<b>2,926</b>	<b>945</b>	<b>2,500</b>	<b>923</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Master Planning Considerations</b>	POST ASSESSMENT NOTE - RPC ASSESSMENT INCLUDING ELPP SCOPE OF WORK REMOVED. There appear to be no limiting factors in regard to future expansion of this building. The 1980 Addition has a water main line running under this portion of the building, and the District has reported water leaking in this area. Two separate detached structures are located at the football field, which are used for athletics storage and practice facilities. The overall site is shared with the High School.													



OHIO FACILITIES CONSTRUCTION COMMISSION

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April 8, 2022 **Via DocuSign**

Superintendent John Spieser  
[spieser\\_j@milfordschools.org](mailto:spieser_j@milfordschools.org)  
Milford Exempted Village School District  
1099 State Route 131  
Milford, Ohio 45150

RE: Classroom Facilities Assistance Program – **Segment Two - Project Agreement**

On behalf of the Ohio Facilities Construction Commission, I am pleased to send the Classroom Facilities Assistance Program – Segment Two - Project Agreement for district signature. The Project Agreement is required by ORC Section 3318.08 in order to proceed with the release of State funding for your project.

Section III (local share) and Section IV (maintenance requirement) have been completed by Commission staff, per the executed and previously submitted Project Agreement Funding Checklist (copy attached).

The next step is for both the Board President and District Treasurer to electronically sign the agreement. Any additional required documentation should be uploaded using the paperclip icon located by the district treasurer's name. After Commission review of the document to ensure all signatures and required documentation are included, the fully executed agreement will be returned via DocuSign for your records.

Congratulations. We look forward to working with you to make the project a great success!

Sincerely,

DocuSigned by:

A handwritten signature in blue ink that reads "Cheryl A. Hyman".

Cheryl A. Hyman  
Executive Director

/jsp

pc: Dave Meranda, [meranda\\_d@milfordschools.org](mailto:meranda_d@milfordschools.org)  
Brian Rabe, [rabe\\_b@milfordschools.org](mailto:rabe_b@milfordschools.org)  
Brad Ruwe, [bradley.ruwe@dinsmore.com](mailto:bradley.ruwe@dinsmore.com)  
File



## CLASSROOM FACILITIES ASSISTANCE PROGRAM – SEGMENT TWO

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### PROJECT AGREEMENT

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This Project Agreement (Agreement) is made and entered into by and between the **Ohio Facilities Construction Commission** (Commission) and the Board of Education of the **Milford Exempted Village School District, Clermont County** (School District Board), pursuant to Ohio Revised Code (ORC) Section 3318.08.

**WHEREAS**, the Commission, created pursuant to ORC Section 123.20, is a body corporate and politic, an agency of state government and an instrumentality of the State of Ohio (State), performing essential government functions of the State; and

**WHEREAS**, the School District Board is acting as an agency of state government, performing essential functions of government pursuant to ORC Chapter 3318; and

**WHEREAS**, the School District Board and the Commission have approved a Classroom Facilities Assistance Program - Segment Two- Facilities Plan describing the facility needs of the applicable student population of the School District, and the total budget for the Project; and

**WHEREAS**, the School District Board hereby concurs with, and approves the use of, the findings outlined in the final "Facilities Assessment Report" dated **November 2000** including any revisions **August 2008 & April 2013**, that have been incorporated into the final Segmented Facilities Plan approved by the School District Board as of **May 13, 2021**. The School District Board and Commission understand that the use of the Facilities Assessment Report is for the purpose of developing an estimated project budget and scope and that the potential for undocumented conditions that could increase the final cost of the project exists; and

**WHEREAS**, the School District Board hereby concurs with and approves the use of the Enrollment Report dated **April 5, 2021**. The School District Board and the Commission acknowledge that actual enrollment status will be reviewed annually; and

**WHEREAS**, the School District Board acknowledges in accordance with ORC Section 3318.03(C), that for renovation projects, the project fund may not be used for expenditures in excess of one hundred percent of the estimated cost of acquiring a new facility; and

**WHEREAS**, the School District Board and the Commission acknowledge that time is of the essence to the Project Agreement and all obligations hereunder; and

**WHEREAS**, the County Board of Elections has certified the results of the School District Board's election held on **November 2, 2021**.

**NOW, THEREFORE**, in consideration of the mutual promises herein contained, the School District Board and the Commission agree to cooperate in the design, construction and closeout described herein and as follows.

## I. SCOPE OF THE PROJECT

- A. The parties agree the Classroom Facilities Assistance Program – Segment Two - Facilities Plan (the “Project” for purposes of this Agreement) shall be described as follows:
- Build one new middle school to house grades 6 thru 8; partial abate and demolish (93,782 sf) of Milford Junior High School (1961 Original (55,630sf), 1962 Addition (27,914sf) and 1980 Media Center (10,238 sf)); allowance to abate and demolish Miami Elementary School.**
- B. The School District Board and the Commission agree that the Project shall, where applicable, comply with the Ohio School Design Manual (Design Manual) and Commission policies, unless a variance is approved by the Commission. Unless otherwise agreed upon by the Commission, all previous projects must be closed out prior to entering into this agreement. If the current or earlier segments have not been closed, prior to initiating a future segment the district is required to complete the quarterly reconciliation of prior projects; to provide all required documentation for verification of the reconciliation; and to have received approval of the reconciliation.
- C. The total budget for the Project is **Forty Four Million One Hundred Forty Four Thousand Three Hundred Seventy Six Dollars (\$44,144,376)**. The State’s share of the total Project budget shall be **Eleven Million Five Hundred Fifty Nine Thousand Five Hundred Twelve Dollars (\$11,559,512)**. The School District Board’s local share of the total Project budget shall be **Thirty Two Million Five Hundred Eighty Four Thousand Eight Hundred Sixty Four Dollars (\$32,584,864)** and funded as set forth in Article III of this Agreement.
- D. **Required Locally Funded Initiatives (LFI):** The School District Board’s Project Agreement LFI is **Zero Dollars (\$-0-)** which represents the cost of **Zero Dollars (\$-0-)** for a total local share in the amount of **Zero Dollars (\$-0-)** for which the School District Board is responsible in its entirety. The LFI listed in this section constitutes a “required locally funded initiative” for debt purposes per ORC Section 133.06(I). Other LFI’s not specifically referenced in this section shall be addressed through the process described in Section VII of this Agreement.
- E. **Allowances.** Any allowance provided in the total budget indicated in Paragraph C above is set forth below. Unless otherwise approved by the Commission, the State share of any unused portion of an allowance shall be withheld by, or returned to, the Commission upon completion of the Project.
1. **Optional Demolition Allowance.** An allowance is provided in the budget for Optional Demolition. The amount of this allowance is **One Million One Hundred Ninety Six Thousand Eight Hundred Ninety Dollars (\$1,196,890)** of which **Five Hundred Thirty Nine Thousand Seven Hundred Dollars (\$539,700)** is for hazardous material removal.
  2. **Swing Space Allowance.** No additional allowance has been provided for swing space.
  3. **Site Access Safety Improvements Allowance:** An allowance is provided in the budget for site access safety improvements. The amount of this allowance is **Three Hundred Thousand Dollars (\$300,000)**.
  4. **Storm Shelter Allowance:** An allowance is provided in the budget for storm shelter and hardening. No additional allowance has been provided for storm shelter or hardening.
  5. **Emergency Responder Radio Communications System:** An allowance is provided in the budget for emergency responder radio communications system. The amount of this allowance is **One Hundred Fifty Four Thousand Eight Hundred Fifty Seven Dollars (\$154,857)**.
  6. **Abandoned Facilities.** Whenever a classroom facility is to be abandoned according to the Master Facilities Plan for the Project, the School District Board may select one of the following options for the disposition of the abandoned real property, 1) use the facility for a non-educational purpose; 2) transfer, sell, or lease the facility pursuant to the requirements of ORC Sections 3313.41, 3313.411, 3313.412 and 3313.413; or 3) demolish all or part of the facility. Other uses may be approved by the Commission. The School District Board shall comply with ORC Sections 3313.41, 3313.411, 3313.412 and 3313.413 throughout the Project and shall notify the Department of Education and the governing authorities of community schools, the boards of trustees of any college-preparatory boarding schools, and the governing bodies of any STEM schools that are located within the territory of the district when the School District Board plans to dispose of facilities by sale under ORC Section 3313.41. The School District Board’s representation of continued compliance with ORC Sections 3313.41, 3313.411, 3313.412 and 3313.413 shall be evidenced by the School District Board’s approval of the monthly draw request.
- F. **School District Board Due Diligence for Proposed Sites.** Prior to commencement of the design of a facility, the School District Board shall provide a description of the site selected for a facility for the Commission’s review in accordance with ORC Section 3318.08 and Commission policies. In the event of an unforeseen condition requiring environmental remediation of the site, the School District Board shall be solely responsible for the costs.
- G. **LEED.** The School District Board acknowledges the incorporation of the LEED for schools Silver Certification Standard into the relevant school construction. The budget for new construction includes funds for LEED. **Unless granted prior approval of the Commission, the use of this allowance is restricted to energy savings measures.**



## II. OWNERSHIP OF THE PROJECT

- A. Ownership of the Project during the period of design and construction, through execution by the School District Board and the Commission of a Certificate of Completion of the Project Agreement, shall be shared between the School District Board and Commission according to their respective contributions.
- B. Upon completion of the construction of the Project, the Commission's direct interest and participation in the Project is concluded. The Commission's interest is considered transferred to the School District Board. The School District Board shall assume sole responsibility for property ownership and facilities management, including the responsibility for enforcement of warranties and guarantees associated with the Project.
- C. The School District Board shall not use any of the classroom facilities constructed pursuant to this Agreement for any purpose other than for a public educational purpose.
- D. In the event that the School District Board ceases to use a facility constructed pursuant to this Agreement for a public educational purpose allowable under the bonds used for the State's share of the Basic Project Cost, then the School District Board shall return or cause to be returned to the State funds provided pursuant to this Agreement for the facility in an amount based on a straight line depreciation over the life of the bonds.

## III. SCHOOL DISTRICT BOARD SHARE OF BASIC PROJECT COST

- A. The Commission shall require, as a condition precedent to execution of this Agreement and release of state funds: (a) certification by the School District Treasurer that the local share amounts listed in Section III (A)(2), (3)(b), (3)(c), and (4) (a) below are fully deposited in the Project Construction Fund, (b) the local share amounts listed in Section III(A)(3)(a) are deposited into the appropriate federal fund and segregated into a separate cost center, and (c) identification by the School District Treasurer of the source of any funds that it proposes to use. The Commission reserves the right to audit the Fund or any expenditure related to the Fund or the Project.

### 1. CFAP Bonds or Notes with Language per ORC Chapter 3318

- a. The School District Board agrees to sell bonds or notes in an amount not less than **Zero Dollars (-\$0-)** in an amount established pursuant to ORC Section 3318.05(A). Such bonds shall be issued in accordance with ORC Sections 3318.05, 3318.06 (or 3318.062) and 3318.08(A) and these sections shall govern any additional sale of bonds or notes sold by the School District Board for the Project. All such bonds and notes shall be issued in accordance with the provisions of ORC Chapter 133, and such bonds or notes may be renewed as provided in ORC Section 133.22.
- b. The proceeds of any such bonds or notes, except any premium, accrued interest and interest included in the amount of the bonds or notes, shall be used first to retire any bond anticipation notes issued by the School District Board for the Project.
- c. Within 30 days after the sale of bonds or notes issued pursuant to Article III (A)(1)(a), the School District Board shall deposit into the Project Construction Fund **Zero Dollars (-\$0-)** from the proceeds of the sale of bonds or notes, as specified above.

### 2. Property Tax/Income Tax Levy

- a. The School District Board agrees to deposit into the Project Construction Fund immediately upon execution of this Agreement the sum of **Zero Dollars (\$-0-)** from the proceeds of bonds leveraged by a property tax levy or income tax levy, or a combination of both as authorized by ORC Section 3318.052.

### 3. Local Donated Contributions

- a. **Federal Grant Moneys:** The School District Board agrees to deposit into the federal fund defined under the Uniform School Accounting System any grant moneys received by the School District Board which can be applied to the Project cost and segregate those funds into a cost center specified for the project. The local board of education is responsible for compliance with any federal laws, rules, or regulations governing the use of the funds.
- b. **Moneys Donated or Granted; Letters of Credit; Cash on Hand; Non 3318 Bond, Lease Purchase Proceeds:** The School District Board agrees to deposit into the Project Construction Fund immediately upon execution of this Agreement the sum of **Thirty Two Million Five Hundred Eighty Four Thousand Eight Hundred Sixty Four Dollars (\$32,584,864)**, in local donated contributions as authorized by ORC Section 3318.084(A)(1). For purposes of this paragraph, a "local donated contribution" is any resource described in ORC Sections 3318.084(C)(1), (C)(2) or (C)(3) but does not include direct spending by a third party source, as defined in ORC Section 3318.084(C)(4).

1. All provisions in any lease-purchase agreement and related financing documents addressing the states superior interest in the Project must be approved by Commission Chief Legal Counsel before the School Districts Board's execution of the lease-purchase agreement.
  2. A School District Board's failure to obtain the approval in 3.b.1 may result in funds obtained by the School District Board as the result of the lease-purchase agreement not qualifying as locally donated contributions for the purpose of the School District Board funding of the Project Construction Fund and may result in the Commission being unable to proceed with the Project.
- c. **Local Contribution Spent Directly By A Third Party Source.** Any moneys spent directly by a source other than the School District Board or the State for work that is part of the Segmented Facilities Plan may be counted as a local donated contribution pursuant to ORC Section 3318.084 (C)(4). In such cases, the School District Board, the Commission, and the entity providing the local donated contribution must enter into a separate agreement in compliance with ORC Section 3318.084 (C)(4), to identify the classroom facilities to be constructed or renovated and the maximum amount of credit to be allowed for those expenditures. In any case where the School District Board's local share is effectively reduced by a local contribution spent by a third party source, the parties agree to amend this Agreement to reflect any reduction in the amount of the local share amount in the Project Construction Fund.

#### 4. Credit

- a. The School District Board has completed a project under the Expedited Local Partnership Program (ELPP) and has signed a certificate of completion with the Commission for the project in the amount of **Zero Dollars (-\$0-)** Credit of Pursuant to ORC Section 3318.36(E)(1), this amount shall be deducted from the local share of the new basic project cost in Section I.C. above. If the ELPP credit amount is less than the amount in Section I.C., the School District Board shall provide the difference through one or more of the methods described in III.A.1 to III.A.3 above. If the ELPP credit amount is greater than the amount in Section I.C., the Commission may grant to the School District Board the difference to be paid over the course of the project.
- b. The School District Board has made expenditures on a project under ELPP under ORC Section 3318.36(D)(1) but has not yet signed a certificate of completion. It is estimated that the amount of the ELPP project, when completed, will be **Zero Dollars (\$-0-)**. After the signing of the Certificate of Completion by the School District Board, the School District Board and Commission shall enter into a Project Agreement Amendment which will indicate the revised amounts. The School District Board shall increase or decrease its local share deposited in the Project Construction Fund to reflect any changes made by the Project Agreement Amendment to the amount shown above.

#### IV. MAINTENANCE OF COMPLETED FACILITIES

##### A. Maintenance Fund.

1. The School District Treasurer shall identify the source of funds for the proposed maintenance fund.
2. The School District Board shall levy an additional tax as required by law for each dollar of valuation for the maintenance of the Project, pursuant to, and in accordance with the requirements of ORC Sections 3318.05(B), 3318.06(A)(2)(a) and (A)(3), and 3318.17.
3. In the alternative, the School District Board may elect, pursuant to ORC Sections 3318.05(C), and 3318.06(A)(2)(b) to satisfy its local maintenance requirement by earmarking from the proceeds of an existing permanent improvement tax levied under ORC Section 5705.21, an amount equivalent to the amount of the additional tax described in Section IV (A)(2) above. If using an alternative method, the amount required to be deposited annually shall equal the amount that would be generated from a half mil levy.
4. In the alternative, the School District Board may elect to satisfy its local maintenance requirement by applying the proceeds of a property tax or the proceeds of an income tax, or a combination thereof, pursuant to ORC Section 3318.052.
5. In the alternative, the School District Board may, pursuant to ORC Section 3318.061 extend a previously approved tax of one-half mill for each dollar of valuation levied as a condition of participating in a previous state school building assistance program by a number of years so that one-half mill will be collected for at least twenty-three years from the completion of this Agreement.

6. Pursuant to ORC Section 3318.084, the School District Board may apply any local donated contribution as an offset of all or part of a district's obligation to levy the tax described in Section IV (A)(2) above. The School District Board shall deposit in the maintenance fund any local donated contribution to serve as an offset of all or a portion of the amount that the Commission, in consultation with the Department of Taxation, determines is likely to be generated by a tax of one-half mill for each dollar of valuation over a period of twenty-three years. In the event that School District Board chooses this option, the Commission, at the end of the twenty-three-year period, shall recalculate the amount that would have been generated by the tax described in ORC Section 3318.05, if it had been levied at one-half mill. If the actual amount generated over that period is less than the amount that would have been raised by a one-half mill tax, the School District Board shall pay into the maintenance fund the difference, pursuant to ORC Section 3318.084(B).
  7. Pursuant to ORC Sections 3318.08(E) and 3318.084(D)(2), the Commission may approve a stipulation by the School District Board that the Treasurer will have deposited the full amount of the maintenance fund requirement from local donated contributions by the anticipated completion date of the Project according to a schedule for deposit of such money approved by the Commission.
  8. Pursuant to ORC Section 3318.051, the School District Board may transfer district funds from existing sources into the Maintenance Fund. The School District Board must submit a letter and board resolution and must obtain from the Commission a Letter of Approval for this option. The School District Board is required to deposit the required maintenance amount annually into the fund for a period of twenty-three years and comply with provisions of ORC Section 3318.051, including submission of annual certification of transfers to the Commission and Auditor of State. If this option is selected, the letter shall be attached to this Agreement as an Appendix.
  9. The option (or options) elected by the School District Board is #8 as more fully described above.
  10. In the event that the School District Board elects to satisfy the maintenance fund requirement through Option #2, #3, #4, #5, #6 or #7 the Commission will require, as a condition precedent to execution of this Agreement, certification from the School District Treasurer of the amounts deposited in the maintenance fund, or the earmarked annual revenue collection that will be deposited in the maintenance fund.
  11. Pursuant to ORC Section 3318.05, the maintenance fund shall not be used to upgrade classroom facilities, unless the School District Board submits to the Commission a proposal regarding the use of those proceeds for upgrades, and the Commission approves the proposal.
- B. **Maintenance Plan.** The School District Board shall submit to the Commission for approval a plan for the preventative maintenance of each completed facility according to the Commission's Maintenance Plan Guidelines. The School District Board acknowledges that 1) allowable uses for the maintenance fund shall be for the maintenance and repair of the completed facilities, periodic repairs, and the replacement of facility components; 2) routine janitorial and utility costs, equipment supplies, maintenance staff salaries and personnel associated with the day-to-day housekeeping and site upkeep per normal and customary standards are not allowable expenditures under the parameters of the maintenance fund; 3) it shall approve and submit an annual report to the Commission according to the Maintenance Plan Guidelines; and 4) the actual use of the maintenance fund, according to the terms of the approved Maintenance Plan, is subject to audit. The Commission pre-approves the use of the maintenance fund to support the training of the School District's building operator and maintenance staff via a Building Operator Certification Program or additional training specific to the District's mechanical and control systems. The School District Board hereby agrees to train one or more of its staff prior to the completion and occupancy of its facilities.
- C. **Use of Half Mill Maintenance Levy Proceeds for Improvements.** ORC Section 3318.053, permits a School District Board to use proceeds from the one-half mill maintenance tax described in ORC Sections 3318.05(B) and (C), for infrastructure improvements on and leading to the project sites that are not included in the total project budget. The School District Board may only use these proceeds during the three-year period following the execution of this Agreement. If the School District Board intends to use the proceeds of one-half mill tax in this manner, it shall include that fact as part of the purpose of the levy in the ballot language proposing it.
- V. **STATE SHARE OF PROJECT COST**
- A. The Commission shall cause the moneys for the State's share of the Project cost, or the applicable portion thereof, to be transferred to the Project Construction Fund from moneys appropriated by the General Assembly and encumbered for such purpose, from time to time, as may be necessary to pay obligations incurred pursuant to the terms of this Agreement. Such deposit will be pursuant to complete and accurate quarterly draw reconciliations, executed by the School District Treasurer and approved by the Commission. Breach or material non-compliance of this Agreement on the part of the School District Board, after opportunity to cure, may obviate any Commission obligations with respect to the deposit of funds.

- B. The School District Board and State funds shall be spent concurrently throughout the life of the project in amounts proportional to the State and School District Board's share of the project cost. However, if any local funds necessitate federal spending requirements (e.g., federal prevailing wage) or are necessary to maintain the federal tax status or tax-exempt status of notes or bonds issued by the school district to pay for its share of the project cost or to comply with applicable temporary investment periods or spending exceptions to rebate as provided for under federal law in regard to those notes or bonds, the School District may request from the commission approval to commit to spend, or spend, a greater portion of the funds it provides during any specific period than would otherwise be required for proportional spending.
- C. The amount of state appropriations to be encumbered for the Project in each fiscal biennium shall be determined by the Commission based on the Project's estimated construction schedule for that biennium. In each fiscal biennium subsequent to the first biennium in which state appropriations are encumbered for the Project, the Project has priority for state funds over Projects for which initial State funding is sought.

## **VI. THE PROJECT CONSTRUCTION FUND**

- A. The School District Board acknowledges that proper management of the Project Construction Fund (Fund) is an essential requirement of the Project. The School District Board shall identify and describe any fund or account, other than the Project Construction Fund, that is related to the Project. Furthermore, the School District Board shall comply with the Uniform School Accounting System (USAS) as prescribed by the Ohio Auditor of State and any relevant technical bulletins. The School District Board shall establish escrow accounts required by law for retainage on trade contracts. The School District Board shall also utilize the Ohio Administrative Knowledge System-Capital Improvements (OAKS-CI) to track project contracts and expenditures for PK thru 12 construction projects.
- B. All investment earnings of the Fund shall be credited to the Fund. The School District Board shall maintain a separate account of the investment earnings attributable to the respective contributions to the Fund by the School District Board and the Commission. The School District Board shall report accurate interest earnings to the Commission on the quarterly draw reconciliations.
- C. The School District Board shall disburse moneys from the Fund, including investment earnings credited to the Fund, upon approval by the Commission, which shall be evidenced by the consent of the Commission's Designee. All vouchers must be approved by the School District Board or designee, and by the Commission's Designee, prior to any payment by the School District Board. The School District Board Treasurer shall work with the Commission's Designee to review and reconcile the fund transactions and balances with records maintained by the Commission's Designee on a monthly basis. Said reconciliation, signed by both the School District Treasurer and Commission's Designee, shall be submitted to the Commission on a quarterly basis along with a district financial report for the quarter showing all transactions in the fund.
- D. Transactions involving the Fund shall be restricted to: 1) payments for professional design, owner-agent or other administration services, 2) payments to contractors who have performed work on the Project, 3) purchases related to the Project, and 4) any transactions authorized necessary or appropriate for establishing and administering investment accounts. Limited expenditures made by a School District Board for the Project prior to execution of a Project Agreement may be approved for reimbursement, subject to all approvals required for other transactions involving the Fund. No Fund moneys or interest thereon shall be spent for any items inconsistent with the provisions of the Design Manual and Commission policies, unless a variance is approved by the Commission.
- E. The School District Board shall not transfer or pursue any other transaction to remove moneys from the Fund to any other fund or account except as permitted by this Agreement or with the written approval of the Commission.
- F. The School District Board may, in accordance with ORC Section 3318.12(B)(2), and by a duly adopted resolution, choose to use all or part of the investment earnings of the School District's project construction fund that are attributable to the School District's contribution to the fund to pay the cost of classroom facilities or portions or components of classroom facilities that are not included in the School District's basic project cost but that are related to the School District's project. However, if the School District Board chooses to use any or all of the investment earnings in this manner, and, subsequently, the cost of the project exceeds the amount in the project construction fund, the School District Board shall restore to the project construction fund the full amount of the investment earnings used under ORC Section 3318.12(B)(2), before any additional state moneys shall be released for the project.
- G. The School District Board shall provide a full accounting of the Fund, upon request of the Commission. The School District Board shall provide the Commission a copy of any audit report received from the Auditor of State immediately upon receipt. The report may be provided in hard copy or by electronic medium. The Commission reserves the right to audit the Fund, or any expenditure related to the Fund or the Project.
- H. The contingency reserve portion of the construction budget shall be used only to pay costs resulting from unforeseen job conditions, to comply with rulings regarding building and other codes, to pay costs related to design clarifications or corrections to contract documents, and to pay the cost of settlements and judgments related to the Project, unless otherwise approved by the Commission. Legal fees do not qualify as a contingency reserve cost.

- I. If any moneys remain in the Fund after the Project has been completed, they shall be disbursed as follows:
1. At the discretion of the School District Board, any investment earnings remaining in the project construction fund that are attributable to the School District Board's contribution to the Fund shall be: retained in the project construction fund for future projects; transferred to the School District's Maintenance Fund and used solely for maintaining the classroom facilities included in the project; or transferred to the School District's permanent improvement fund.
  2. Any investment earnings remaining in the project construction fund that are attributable to the state's contribution to fund shall be returned to the Commission for expenditure pursuant to ORC Sections 3318.01 to 3318.20
  3. Any other surplus remaining in the project construction fund after the project has been completed shall be returned to the Commission and the School District Board in proportion to their respective contributions to the fund, upon execution of the certificate of completion. Pursuant to ORC Sections 3318.12 and 3318.48, the Commission may of its own accord, unilaterally issue a Closeout Certification and refer the matter to the Auditor of State and Ohio Attorney General for collection.
- J. Pursuant to ORC Sections 3318.083 and 3318.12, if the Fund, including all investment earnings credited to the Fund, and any interest earned through completion of the Project, becomes depleted by payments of proper Project costs, the School District Board and the Commission shall complete the Project, with each contributing additional moneys in proportion to their respective original contributions to the Fund, provided there are appropriated moneys available to the School District Board and the Commission and the Controlling Board approves the use of those moneys for completion of the Project. The procedures provided in Rule 3318:1-3-02 of the Ohio Administrative Code (OAC) shall be implemented to modify the scope of work or total budget for the Project, pursuant to OAC 3318:1-03-02. The Commission will not share proportionally in the cost of any renovation project that exceeds the total amount of cost that would have been budgeted for new construction. Any interest earnings transferred from the School District's project construction fund as authorized in ORC Section 3318.12(B)(2), shall be restored to the project construction fund, in the full amount of the investment earnings used. In addition, no additional State contribution to the Fund shall be made unless the School District Board's pro-rata share of the increase is deposited into the Fund.
- K. The procedures provided in OAC 3318:1-3-02 shall be implemented to modify the scope of work or total budget for the Project in situations where the student enrollment declines to such an extent that additional classroom facilities are not necessary to house the total student population at the time the Project is complete. The School District Board and the Commission agree that time is of the essence with respect to any changes in the Segmented Facilities Plan and that all decisions regarding changes shall be expedited. The School District Board's actual enrollment status will be monitored annually and enrollment report updates may be requested by the Commission which may result in revisions to the Segmented Facility Plan.
- L. If a School District Board receives any monies, credits, grants or other type of reimbursement of any kind as a result of an expenditure from the project account, such monies, credits, grants or other type of reimbursement of any kind shall be credited to the project fund account, without regard to the proportional contributions of the parties.

**VII. LOCALLY FUNDED INITIATIVES (LFI):**

- A. The School District Board may elect to add to the scope of any Project and separately fund a scope of work, a LFI, which involves improvements to all or part of the Project funded through the Commission. The School District Board may request the Commission to approve the incorporation of the design and construction of the LFI into the overall Project.
- B. Whenever a LFI will be purchased through contracts that are subject to the Commission's approval, a Locally Funded Initiative Budget Summary will be executed by the School District and the Commission, setting forth the budgeted and committed LFI amounts subject to the terms and conditions of this agreement. The Locally Funded Initiative Budget Summary is hereby incorporated into this agreement.
- C. The Locally Funded Initiative Budget Summary shall include the LFI for each building. The Locally Funded Initiative Budget Summary shall be updated:
1. for each phase of the project;
  2. whenever there are modifications to the committed LFI amounts
- D. The School District Board will assume all the financial responsibility for the LFI and establish a Local Initiative Fund or special cost center in a fund other than Fund 010. The School District Board shall identify the fund and/or special cost center used to account for the local resources supporting the LFI. The School District Board will deposit the required money prior to certification of availability of funds. This fund and/or special cost is subject to the requirements of Section VI. C. of this agreement.
1. a LFI should not be included in the design if there is any uncertainty of funding for the Local Initiative;
  2. All funding must be in the Local Initiative Fund prior to bidding the work or executing a GMP amendment.

- E. If the School District Board elects to utilize the Project Delivery Team jointly selected for the Commission funded Project, the fees for services shall not be less than the co-funded project fee percentages in comparison to the construction budgets.
- F. In situations where the estimated cost of the project at completion of bidding is less than anticipated at design phase exceeds the approved budget for the project, the Commission may designate a material, system, or design feature as a LFI, in situations where an alternative Design Manual compliant material, system or design feature would reduce the amount of the budget overrun. In situations where the estimated cost of the project at completion of bidding, is less than anticipated at design phase, the Commission may reincorporate the cost of the alternative material, system or design feature into the co-funded budget. Additionally, at the completion of the project, if actual costs are less than budgeted, the Commission may reincorporate the cost of the alternative material, system, or design feature into the co-funded budget.
- G. All cost overruns, change orders or cost reductions will be dealt with as follows:
  1. If a cost overrun occurs or change orders are approved by the Commission and School District to Fixed Percentage Contracts, the costs will be proportionally shared by the Project Construction Fund and the Local Initiative Fund according to the same percentage shares as listed for those contracts.
  2. In the event of a cost under-run or deduct change order to Fixed Percentage Contracts, the contributions of the Project Construction Fund and Local Initiative Fund will be reduced according to the same percentage shares as listed for those contracts.
  3. For Fixed Percentage contracts, change orders may be designated as fully project-funded or fully local initiative-funded only in extraordinary circumstances, by agreement from both owners, when the change order involves a substantial change of scope that unarguably is connected to only project-funded work or local initiative-funded work.
  4. Material or Scope Upgrade Local Initiatives shall be defined as a specific dollar amount. The project team shall review all change orders and assign to the School District all costs related to the material or scope upgrade local initiative.
- H. The calculation of cost overruns or under-runs include all shared hard and soft costs of the project.

#### **VIII. CONTRACT ADMINISTRATION**

- A. The School District Board and the Commission shall jointly select the appropriate method of project delivery and project team members as permitted by law consistent with Commission policies.
- B. The Standard Conditions of Contract provided by the Commission and in effect at the time of the applicable bid advertisement for the Project shall apply to the Project. The Standard Conditions may only be amended by Supplementary Conditions approved by the Commission. The School District Board, with the approval of the Commission, shall competitively bid or otherwise award, execute and administer contracts for construction on the Project and all other contracts as necessary, in compliance with applicable federal, state and local statutes, ordinances, codes and regulations. Contracts awarded to firms with principles which exceed the contribution limits applicable to the contract authority as set for in all ethics and campaign contribution laws will not be approved by the Commission.
- C. The School District Board and Commission shall each designate a representative authorized to act on their behalf with respect to decisions required by this Agreement and required during the course of the Project. The Commission may authorize the Executive Director or the Executive Director's designee to take actions necessary for the performance of this Agreement. The School District Board acknowledges the potential that special meetings may be required for timely execution of decisions and agrees to schedule special meetings as necessary.
- D. The School District Board and the Commission shall not require a contractor, as part of the prequalification process or for the construction of a specific public improvement or provision of professional design services for that public improvement, to employ as laborers a certain number or percentage of individuals who reside within the defined geography areas or service area of the School District Board nor shall the School District Board and Commission place a bid award or bonus preference to a contractor as an incentive to employ as laborers a certain number or percentage of individuals who reside within the defined geographic areas or service areas of the School District Board.
- E. The Commission has pre-qualified firms to provide services including, but not limited to, Partnering and Commissioning/Maintenance Planning. The cost of basic services provided by one of the pre-qualified firms shall be an eligible project cost. The School District Board and Commission will co-select from the prequalified firms.
- F. The Commission has an established history working with Consultants on post construction issues including investigation of workmanship issues and issues involving defective design. The cost of basic services provided by a co-selected post construction firm shall be an eligible project cost provided that the Commission has directed or pre-approved the work of the Consultant.

- G. The Encouraging Diversity, Growth, and Equity (EDGE) business development program created pursuant to ORC Section 123.152 and amplified under the rules promulgated thereunder in the OAC is applicable to the project.

**IX. GENERAL PROVISIONS**

- A. **Insurance.** The School District Board shall insure the Project for building risk as soon as the School District Board has an insurable interest therein in such amounts and against such risks as the Commission and the School District Board shall agree and shall maintain that insurance during construction. The cost of such insurance shall be payable from the Fund. The School District Board shall insure the Project for Builders Risk and Professional Liability as soon as the School District Board has an insurable interest therein in such amounts and against such risks as the Commission and the School District Board shall agree and the School District Board shall maintain such insurance throughout construction. With the approval of the Commission, the School District Board may purchase other insurance policies for benefit of the Project. The cost of the builders' risk and professional liability insurance and other such insurance policies approved by the Commission shall be payable from the Fund.
- B. **Termination.** This Agreement shall be terminated, and the moneys that were encumbered at the time of the Project's conditional approval by the Commission shall be released for other purposes, if the proceeds of the sale of the bonds or notes of the School District Board, or other lawful alternative funding sources are not paid into the Fund, or if bids for initial contracts for the construction of the Project have not been taken within 24 months after the execution of this Agreement, or such later date as may be approved by the Commission. Additionally, this Agreement may be terminated for convenience by either party upon sixty days' notice. Upon such notice, the State share of the project construction fund shall be returned to the Commission within thirty days of all termination costs being paid out of the project construction fund.
- C. **Capitalized Terms.** Capitalized terms in this Agreement shall have the same meaning as those defined in ORC Chapter 3318, unless otherwise defined herein or unless another meaning is indicated by the context.
- D. **Entire Agreement.** This Agreement is the entire and integrated Agreement between the School District Board and Commission and supersedes all prior negotiations, representations or agreements, either written or oral.
- E. **Multiple Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.
- F. **Conditions to Validity.** None of the rights, duties and obligations contained in this Agreement shall be binding on any party hereto until all legal requirements have been complied with, including without limitation that the Director of Budget and Management of the State first certifies that there is a balance in the appropriation not already obligated to pay existing obligations, as required by ORC Section 126.07, all necessary funds are available from the applicable state agencies or instrumentalities and, when required, the expenditure of such funds is approved by the Controlling Board of the State of Ohio or other applicable approving body.
- G. **Compliance with ORC Sections 3313.41 and 3313.411.** Continued release of project funds by the Commission shall be conditioned upon the School District Board's compliance with provisions of ORC Sections 3313.41 and 3313.411, including the sections that relate to the School District Board's plans to dispose of any facilities suitable for use as classroom space by sale or lease. Moreover, the School District Board shall comply with ORC Sections 3313.41 and 3313.411, with regard to any demolition of a facility included in the Project unless excepted under ORC Section 3318.08(V). The School District Board shall notify the Department of Education and the governing authorities of community schools, the boards of trustees of any college-preparatory boarding schools, and the governing bodies of any STEM schools, that are located within the territory of the district when the School District Board plans to dispose of facilities by sale under ORC Section 3313.41.
- H. **Successors and Assigns.** The School District Board and Commission, each bind themselves, their successors, assigns and legal representatives, to the other party to this Agreement and to the successors, assigns and legal representatives of the other party with respect to all terms of this Agreement.
- I. **Law of Ohio.** This Agreement shall be governed by the law of the State of Ohio to the exclusion of the law of any other jurisdiction and the State of Ohio shall have jurisdiction over any action hereunder or related to the Project to the exclusion of any other forum.
- J. **Legal Representation.** The School District Board and the Commission understand that each party will bear its own legal costs incurred in the administration of the project and such costs will not be considered an expenditure out of the project construction fund, except as otherwise may be agreed to by the parties.
- K. **Severability.** If any provision of this Agreement, or any covenant, obligation or agreement contained herein is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect any other provision, covenant, obligation or agreement, each of which shall be construed and enforced as if such invalid or unenforceable provision were not contained herein. Such invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, covenant, obligation or agreement, shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

- L. **Amendment.** This Agreement may be amended only by an amendment executed by both the School District Board and Commission.
- M. **Effective Date.** This Agreement shall become effective after signature by the Executive Director of the Commission.

In witness whereof, the parties hereto have hereunto set their hands of the day and year set forth herein.

**MILFORD EXEMPTED VILLAGE SCHOOL DISTRICT**  
 Clermont County

DocuSigned by:  
 By: Dave Meranda  
 President Board of Education

Print Name: **Dave Meranda**  
 Date: 4/21/2022

DocuSigned by:  
 By: Brian S Rabe  
 Treasurer Board of Education

Print Name: **Brian Rabe**  
 Date: 4/12/2022

**OHIO FACILITIES CONSTRUCTION COMMISSION**

DocuSigned by:  
 By: Cheryl J Lyman  
 Executive Director

Print Name: **Cheryl J. Lyman**  
 Date: 4/28/2022



OHIO FACILITIES CONSTRUCTION COMMISSION  
LOCALLY FUNDED INITIATIVE SUMMARY

District: [REDACTED]  
Project Number:  
Date Revised:

Master Plan Budget	Budgeted		Committed		Budgeted		Committed		Budgeted		Committed											
	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-										
	Locally Funded Initiative																					
	Budgeted	Committed	Budgeted	Committed	Budgeted	Committed	Budgeted	Committed	Budgeted	Committed	Budgeted	Committed										
Integral	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -										
Contingent Integral	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -										
Upgrades	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -										
Contingent upgrades	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -										
Owner Contingencies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -										
Sub Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -										
Total LFI per building	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -										
<b>Total District Commitment</b>	<b>BUDGETED: \$ -</b>											<b>COMMITTED: \$ -</b>										
Last Phase Executed																						

Please identify the fund and special cost centers for both the budgeted and committed LFI amounts. If more than one source, please indicate the dollar amount for each. Attach a FINDET report for each funding source identified. Note that once LFI funds are committed, those funds should reside in the identified fund.

Budgeted Funding Source(s)	Committed Funding Source(s)

The School District and Commission agree to the terms and conditions provided in this Memorandum of Understanding for the Locally Funded Initiative.

District Superintendent \_\_\_\_\_ Date \_\_\_\_\_  
 District Treasurer \_\_\_\_\_ Date \_\_\_\_\_  
 OFCC Project Manager \_\_\_\_\_ Date \_\_\_\_\_  
 OFCC Finance Representative \_\_\_\_\_ Date \_\_\_\_\_

Note: Boxes shaded in this color are boxes where data should be inputted:

**OHIO FACILITIES CONSTRUCTION COMMISSION  
FORM AGREEMENT LOCAL FUND INITIATIVES (LFI)**

<b>District:</b>	0	<b>Project Number:</b>	0
<b>Building:</b>		<b>Date:</b>	
<b>Phase:</b>		<b>Master Plan Budget:</b>	
<b>Integral</b>			
<b>Professional Services</b>	AE CXA CMR Pre-Con. Owners Agent Other:	<b>Budgeted</b>	<b>Committed</b>
	<b>Budgeted Funds:</b>	\$ -	<b>Committed Funds</b> \$ -
<b>Project Agreement LFI</b>	<i>Description</i>		
	<b>Budgeted Funds:</b>	\$ -	<b>Committed Funds:</b> \$ -
<b>Square footage</b>	<i>Description</i>		
	<b>Budgeted Funds:</b>	\$ -	<b>Committed Funds:</b> \$ -
<b>Site Related Costs</b>	<i>Description</i>		
	<b>Budgeted Funds:</b>	\$ -	<b>Committed Funds:</b> \$ -
<b>Other</b>	<i>Description</i>		
	<b>Budgeted Funds:</b>	\$ -	<b>Committed Funds:</b> \$ -
<b>TOTAL INTEGRAL</b>	<b>Budgeted Funds:</b>	\$ -	<b>Committed Funds:</b> \$ -
<b>Contingent Integral</b>			
<b>Contingent Site Costs</b>	<i>Description</i>		
	<b>Budgeted Funds:</b>	\$ -	<b>Committed Funds:</b> \$ -
<b>Cont. Budget Overage</b>	<i>Description</i>		
	<b>Budgeted Funds:</b>	\$ -	<b>Committed Funds:</b> \$ -
<b>TOTAL CONT INTEGRAL</b>	<b>Budgeted Funds:</b>	\$ -	<b>Committed Funds:</b> \$ -

**OHIO FACILITIES CONSTRUCTION COMMISSION  
FORM AGREEMENT LOCAL FUND INITIATIVES (LFI)**

<b>Material/Scope Upgrades (Discrete)</b>			
<b>Upgrades</b>	<b>Item</b>	<b>Budgeted</b>	<b>Committed</b>
	Integral upgrades		
<b>TOTAL UPGRADES</b>	<b>Budgeted Funds: \$</b>	-	<b>Committed Funds: \$</b>
			-
<b>Contingent Material/Scope Upgrades (Discrete)</b>			
<b>Contingent Upgrades</b>	<b>Item</b>	<b>Budgeted</b>	<b>Committed</b>
<b>TOT. CONT. UPGRADES</b>	<b>Budgeted Funds: \$</b>	-	<b>Committed Funds: \$</b>
			-
<b>Owner Contingencies</b>			
		<b>Budgeted</b>	<b>Committed</b>
<b>Owner Hard</b>			
<b>Owner Soft</b>			
<b>Other:</b>			
<b>TOTAL CONTINGENCY</b>	<b>Budgeted Funds: \$</b>	-	<b>Committed Funds: \$</b>
			-
	<b>Cofunded</b>	<b>LFI</b>	
Percentage established for change orders, etc			
<b>Building Totals</b>			
	<b>Budgeted Funds: \$</b>	-	<b>Committed Funds: \$</b>
			-
<b>TOTAL LOCALLY FUNDED INITIATIVE FOR THIS BUILDING</b>			<b>\$</b>
			-



OHIO FACILITIES CONSTRUCTION COMMISSION

### CFAP/ENP Project Agreement Funding Checklist

Please fill in the appropriate categories as required

Milford Exempted Village School District

County: Clermont

#### APPROVAL INFORMATION

Commission Approval Date 07/08/21 Controlling Board Approval Date 08/02/21

Base Budget: **\$2** State: **\$11,559,512** Local: **\$32,584,864** Total: **\$44,144,376**

#### DISTRICT INFORMATION

#### Local Share of Basic Project Cost and Required Documentation

Alternate Fund Source:      or  
Bond Issue:      May      August      x November, 2021 Please indicate levy month/year

Fund Source Identification Voted Bond Issue passed on November 2, 2021

     CFAP Bonds or Notes with language per ORC 3318 (Section III.A.1)  
     Certificate of Election \*Dollar Amount Available  
**When available, send the following:**  
     Receipt from Sale of Bonds/Notes, and  
     District Cash Summary Report for Fund 010, Local Share, certified by Treasurer/CFO

     Property Tax/Income Tax (Section III.A.2) \*Dollar Amount Available  
     Certificate of Election, if applicable, and  
     Receipt from Sale of Bonds/Notes, if applicable, and  
     District Cash Summary Report for Fund 010, Local Share, certified by Treasurer/CFO

x Local Donated Contributions (Section III.A.3)  
     Federal Grant (Section III.A.3.a) \*Dollar Amount Available  
     Copy of Grant Award, and  
     District Cash Summary Report for Fund 010, Local Share, certified by Treasurer/CFO

x Non-3318 Bond, Moneys Donated/Granted, Letters of Credit, Cash on Hand (Section III.A.3.b) \*Dollar Amount **\$32,584,864**  
Available Immediately  
x Certificate of Election, if applicable, and  
x Receipt from Sale of Bonds/Notes, if applicable, and  
x District Cash Summary Report for Fund 010, Local Share, certified by Treasurer/CFO

     Local Contribution by Third Party Source (Section III.A.3.c)  
     Signed Agreement with OFCC, School District and Third Party

**\*This is the dollar amount for the local share only. DO NOT include amounts for LFI's or other costs.**

#### ELPP Certification (if applicable)

na ELPP Credit w/Signed Certificate of Completion (Section III.A.4.a)  
     ELPP Certificate of Completion from OFCC \*Dollar Amount \$0

na ELPP Estimated Credit, with Certificate of Completion Forthcoming (Section III.A.4.b)  
     ELPP Credit Calculation Worksheet from OFCC \*Dollar Amount \$0



OHIO FACILITIES CONSTRUCTION COMMISSION

### CFAP/ENP Project Agreement Funding Checklist

Please fill in the appropriate categories as required

Milford Exempted Village School District

County: Clermont

#### Maintenance Fund

<input type="checkbox"/> Half Mill for 23 years (Section IV.A.2) <input type="checkbox"/> Certificate of Election	*Dollar Amount	Commencing Year
<input type="checkbox"/> Earmark for Continuing PI Levy (Section IV.A.3) <input type="checkbox"/> Certificate of Election		Available
<input type="checkbox"/> Property/Income Tax (per Section 3318.052) (Section IV.A.4) <input type="checkbox"/> Certificate of Election	*Dollar Amount (Annual Deposit)	Available
<input type="checkbox"/> Extension of Previous Half-Mill (Section IV.A.5) <input type="checkbox"/> Certificate of Election		Available
<input type="checkbox"/> Locally Donated Contribution (Section IV.A.6) <input type="checkbox"/> District Cash Summary Rpt for Fund 034 (certified by Treasurer/CFO)	*Dollar Amount	Available
<input type="checkbox"/> Transfer per 3318.08 from Existing Sources (Section IV.A.7) <input type="checkbox"/> Resolution of Authorization from District, and <input type="checkbox"/> Letter of Approval from OFCC		Available
<input checked="" type="checkbox"/> Transfer per 3318.051 (Section IV.A.8) <input checked="" type="checkbox"/> Resolution of Authorization from District, and <input checked="" type="checkbox"/> Letter of Approval from OFCC <input checked="" type="checkbox"/> Required Maintenance Deposit <u>\$581,097</u>		Available    Immediately

#### Maintenance Requirement

Full Maintenance

#### INFORMATION COMPLETED BY OFCC

Securities (Not required if utilizing Local Donated Contributions (Section III.A.3) )  
 Authorized Letter                       Drawdown Schedule

Milford Exempted Village School District

BOND COUNSEL: Dinsmore & Shohl LLP

DocuSigned by:  
By: Brian S Rabe  
~~Treasurer~~, Board of Education

DocuSigned by:  
By: Brad Ruwe  
5825A8CA78ED47C...

Print Name: Brian Rabe

Print Name: Bradley Ruwe

Date: 4/5/2022

Date: 3/28/2022

<sup>DS</sup>  
JSP 4/5/2022

<sup>DS</sup>  
BMS 4/5/2022

Form No. 123, Prescribed by Secretary of State (09-17)

### Certificate of Result of Election On Issuing Bonds

R.C. 133.18, 3501.11(G)

The State of Ohio, Clermont County, ss.

To: Ohio Dept. of Taxation, Tax Equalization Division; County Auditor; Ohio Secretary of State,  
Milford Exempted Village School District

We, the undersigned, Board of Election of said County, do hereby certify that the General Election held in the Milford Exempted Village School District on the 2nd day of November, 2021 on the question:

Shall bonds be issued by the Milford Exempted Village School District, Counties of Clermont and Hamilton, for the purpose of **new construction, improvements, renovations, and additions to school facilities, and providing equipment, furnishings, and site development and improvements, and all necessary appurtenances therefor, and capitalized interest** in the principal amount of \$55,900,000, to be repaid annually over a maximum period of 30 years, and an annual levy of property taxes be made outside of the ten-mill limitation, estimated by the county auditor to average over the repayment period of the bond issue 2.47 mills for each one dollar of tax valuation, which amounts to \$0.247 for each one hundred dollars of tax valuation, commencing in 2021, first due in calendar year 2022, to pay the annual debt charges on the bonds, and to pay debt charges on any notes issued in anticipation of those bonds?

resulted as follows:

**Whole number of votes cast:**

twelve thousand fifty-five (12055)

**For the Bond Issue:**

six thousand five hundred thirty-four (6534)

**Against the Bond Issue:**

five thousand five hundred twenty-one (5521)

as the same appears by the abstract of votes duly certified and signed by us and deposited in our office.

IN WITNESS WHEREOF, we have hereunto subscribed our names officially at  
, Ohio, this 19th day of November, 2021

Paul G. Smith  
(Chair)  
Robert A. Smith  
Donna Smith  
Richard K. Smith

Board of Elections  
Clermont County, Ohio

Attest:  
Stephani R. Haight  
Director

A copy must be sent to the Ohio Department of Taxation, Tax Equalization Division; county auditor; and Secretary of State. To be submitted only by the most populous county board of election if multi-county issue.

**TREASURER’S RECEIPT**

STATE OF OHIO )  
 )SS:  
 COUNTIES OF CLERMONT AND HAMILTON )

I, the undersigned, Treasurer of the Board of Education of the Milford Exempted Village School District (the “District”), do hereby certify that the \$55,900,000 School Improvement Unlimited Tax General Obligation Bond Anticipation Notes, Series 2022 (the “Series 2022 Notes”), dated January 5, 2022, of the denomination or denominations of \$100,000 and integral multiples of \$5,000 thereafter, bearing interest at the rate of one and six hundred twenty-five thousandths percent (1.625%) per annum, payable at maturity, maturing April 5, 2022, and numbered R-1, has been paid for in full by the purchaser thereof in accordance with terms of sale and award, in the amount of the purchase price of \$56,027,110.22 representing the purchase price therefor, and the District has received the net amount of \$55,913,060.22 at closing, all as set forth below:

<b>Description</b>	<b>Amount</b>
Principal amount	\$55,900,000.00
Plus net original issue premium	199,004.00
Gross production amount	\$56,099,004.00
Less underwriter’s discount and expenses <sup>1</sup>	(71,893.78)
Less accrued interest to the date of delivery	(0.00)
<b>Purchase Price</b>	<b>\$56,027,110.22</b>
Less amount to be applied to the payment of Costs of Issuance <sup>2</sup>	114,050.00
<b>Net amount received by the District at closing<sup>3</sup></b>	<b>\$55,913,060.22</b>

<sup>1</sup> The Underwriter will withhold its own compensation, but will not withhold any “retainage.”  
<sup>2</sup> The Underwriter will distribute the total amount of \$114,050.00 directly to The Bank of New York Mellon Trust Company, N.A. (the “Disbursing Agent”), to be used to pay the costs of issuance in connection with the issuance of the Series 2022 Notes to the appropriate payees.  
<sup>3</sup> Of the total net amount of \$55,913,060.22 to be received by the District at closing, (i) the amount of \$55,900,000.00 will be deposited into the District’s Project Fund and (ii) the amount of \$13,060.22 will be deposited into the District’s bond retirement fund.

\*\*\*\*\*

I further certify that said purchaser has fully complied with their contract for said obligations.

[Remainder of page intentionally left blank]

[Signature page to Treasurer's Receipt]

I further certify that said purchaser has fully complied with its contract for said obligation.

  
Treasurer

Dated: January 5, 2022



POWERSCHOOL LLC  
 DATE: 03/23/2022  
 TIME: 08:12:05

MILFORD EXEMPTED VILLAGE SCHOOL DISTRICT  
 OH CASH POSITION REPORT

PAGE NUMBER: 1  
 CASHPOSNEOH

SELECTION CRITERIA: genledgr.fund like '010%'

ACCOUNTING PERIOD: 9/22

FUND SCC	DESCRIPTION	MTD	FYTD	MTD	FYTD	CURRENT	CURRENT	UNENCUMBERED
	BEGIN BALANCE	RECEIPTS	EXPENDITURES	EXPENDITURES	FUND BALANCE	ENCUMBRANCE	FUND BALANCE	FUND BALANCE
010 0000	CLASSROOM FACILITIES LEI	0.00	32,593,225.10	0.00	0.00	32,593,225.10	0.00	32,593,225.10
TOTAL FOR Fund 010:		0.00	32,593,225.10	0.00	0.00	32,593,225.10	0.00	32,593,225.10
GRAND TOTALS:		0.00	32,593,225.10	0.00	0.00	32,593,225.10	0.00	32,593,225.10

CERTIFICATE

The undersigned hereby certifies that the foregoing is a true and correct copy of the cash balance for the 010 Classroom Facilities Fund



Treasurer

3/23/2022

Date



December 27, 2021      **Via Docusign**

Superintendent John Spieser  
[spieser\\_j@milfordschools.org](mailto:spieser_j@milfordschools.org)  
Milford Exempted Village School District  
1099 State Route 131  
Milford, Ohio 45150

RE:      School Facilities Construction & Improvement Securities

Dear Superintendent Spieser:

As a licensed architect under the laws of the State of Ohio, I am familiar with the design and construction administration services required for improvements to the Milford Exempted Village School District's classroom facilities.

These improvements are to be constructed as part of the school district's Segmented Master Facilities Plan (MFP) in partnership with the Ohio Facilities Construction Commission's Classroom Facilities Assistance Program-Segment Two. These improvements and other items not included in the MFP are referred to as the "project". The project is being financed, in part, with proceeds from captioned securities.

The project requires a substantial amount of expenditures for design, construction and related expenses and may take up to five years to complete; therefore, the attached drawdown schedule and cash flow chart, for your use, assumes the project activities occur within normal time frames typical of a project scope as planned for Milford Exempted Village School District – Segment Two.

As a reminder, the funding for your school district has been tentatively approved subject to execution of the project agreement.

If you have any questions regarding this matter, please do not hesitate to contact me.

Sincerely,

William A. Prenosil, R.A., LEED AP  
Planning Administrator

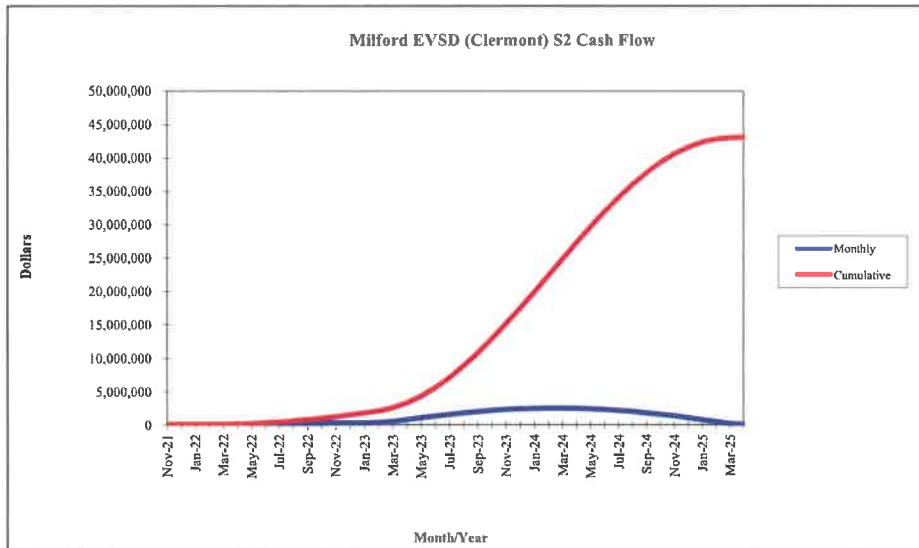
/jsp

pc:    Chris Hamm, [hamm\\_c@milfordschools.org](mailto:hamm_c@milfordschools.org)  
      Brian Rabe, [rabe\\_b@milfordschools.org](mailto:rabe_b@milfordschools.org)  
      Brad Ruwe, [bradley.ruwe@dinsmore.com](mailto:bradley.ruwe@dinsmore.com)  
      File

Construction Completion by October 2025

Month	Date	Monthly Total	Cumulative Total
1	Nov-21	0	0
2	Dec-21	0	0
3	Jan-22	0	0
4	Feb-22	0	0
5	Mar-22	15,472	15,472
6	Apr-22	46,304	61,776
7	May-22	76,803	138,579
8	Jun-22	106,748	245,327
9	Jul-22	135,924	381,251
10	Aug-22	164,121	545,372
11	Sep-22	191,135	736,508
12	Oct-22	216,773	953,281
13	Nov-22	240,848	1,194,129
14	Dec-22	263,188	1,457,317
15	Jan-23	283,632	1,740,949
16	Feb-23	302,032	2,042,981
17	Mar-23	453,718	2,496,698
18	Apr-23	736,435	3,233,133
19	May-23	1,010,384	4,243,518
20	Jun-23	1,271,343	5,514,861
21	Jul-23	1,515,274	7,030,135
22	Aug-23	1,738,386	8,768,521
23	Sep-23	1,937,193	10,705,714
24	Oct-23	2,108,573	12,814,287
25	Nov-23	2,249,810	15,064,097
26	Dec-23	2,358,645	17,422,742
27	Jan-24	2,433,303	19,856,045
28	Feb-24	2,472,532	22,328,577
29	Mar-24	2,475,612	24,804,189
30	Apr-24	2,442,377	27,246,566
31	May-24	2,373,211	29,619,776
32	Jun-24	2,269,047	31,888,823
33	Jul-24	2,131,353	34,020,177
34	Aug-24	1,962,110	35,982,287
35	Sep-24	1,763,780	37,746,067
36	Oct-24	1,539,272	39,285,339
37	Nov-24	1,291,893	40,577,232
38	Dec-24	1,025,306	41,602,538
39	Jan-25	743,462	42,346,000
40	Feb-25	450,552	42,796,553
41	Mar-25	150,933	42,947,486
42	Apr-25	59,265	43,006,751
43	May-25	166,056	43,172,807
44	Jun-25	239,958	43,412,764
45	Jul-25	266,333	43,679,097
46	Aug-25	239,958	43,919,055
47	Sep-25	166,056	44,085,111
48	Oct-25	59,265	44,144,376
49	Nov-25	0	44,144,376
50	Dec-25	0	44,144,376

**44,144,376**





OHIO FACILITIES CONSTRUCTION COMMISSION

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March 23, 2022 (Via DocuSign)

Superintendent John Spieser  
[spieser\\_j@milfordschools.org](mailto:spieser_j@milfordschools.org)  
Milford Exempted Village School District  
1099 State Route 131  
Milford, Ohio 45150

RE: Maintenance Fund Requirement-Letter of Approval

Dear Superintendent Spieser & District Officers:

On behalf of the Ohio School Facilities Commission, please be advised we have received your request and board resolution to utilize ORC Section 3318.051 as the funding source for your School District to meet the maintenance requirement for your Classroom Facilities Assistance Program – Segment Two.

This letter serves as your **Letter of Approval** for your request. Consistent with your resolution, you will be required to annually transfer proceeds equivalent to a 0.5-mill levy from within the ten-mill limitation to the 034 maintenance fund for 23 years. This would be effective immediately upon execution of the project agreement between the Commission and your School District.

If you have any further questions, please feel free to contact us.

Sincerely,

A handwritten signature in blue ink that reads "Barbara Mattei-Smith".

Barbara Mattei-Smith  
Chief of Finance

/jsp

pc: Chris Hamm, [hamm\\_c@milfordschools.org](mailto:hamm_c@milfordschools.org)  
Brian Rabe, [rabe\\_b@milfordschools.org](mailto:rabe_b@milfordschools.org)  
Brad Ruwe, [bradley.ruwe@dinsmore.com](mailto:bradley.ruwe@dinsmore.com)  
File

The Board of Education of the Milford Exempted Village School District, Counties of Clermont and Hamilton, Ohio, met in regular session at 6:00 p.m., on March 17, 2022, at Milford Administrative Building, Milford, Ohio, with the following members present:

Mrs. Chesnut  
Mr. Combs  
Mrs. Mason  
Mr. Miranda

Mr. Combs moved the adoption of the following resolution:

**MILFORD EXEMPTED VILLAGE SCHOOL DISTRICT**

**RESOLUTION NO. 22-03-17 D4**

**RESOLUTION AMENDING AND RESTATING RESOLUTION NO. 21-12-16 E3 AND PLEDGING AND TRANSFERRING ONE HALF OF ONE MILL OF INSIDE MILLAGE CURRENTLY AUTHORIZED FOR PERMANENT IMPROVEMENT USE FROM THE DISTRICT'S PERMANENT IMPROVEMENT FUND TO THE DISTRICT'S HALF-MILL MAINTENANCE TAX FUND.**

**WHEREAS**, this Board of Education (the "*Board of Education*") of the Milford Exempted Village School District, in the Counties of Clermont and Hamilton, Ohio (the "*District*") passed Resolution No. 21-12-16 E3 on December 16, 2021 (the "*Prior Resolution*"), which pledged the District's Dedicated Half-Mill Revenues (as defined herein) for purposes of the Half-Mill Maintenance Tax Requirement (as defined herein); and

**WHEREAS**, this Board of Education desires to amend and restate the Prior Resolution by virtue of this Resolution; and

**WHEREAS**, this Board of Education previously authorized the conversion of one-half (0.5) of one mill of the property tax levied by the Board of Education within the ten-mill limitation, as defined in Section 5705.02 of the Ohio Revised Code, for current expense use, to one-half (0.5) of one mill to be levied for permanent improvement use, for a continuing period of time, beginning in the tax year 2010 (collection year 2011), as permitted by Section 5705.314 of the Ohio Revised Code (the "*Dedicated Half-Mill Revenues*"); and

**WHEREAS**, in order for an Ohio school district with participate in the Classroom Facilities Assistance Program ("*CFAP*") with the Ohio Facilities Construction Commission (the "*Commission*"), it is necessary to dedicate one half of one mill for 23 years for purposes of maintaining classroom facilities financed as part of CFAP in accordance with Chapter 3318 of the Ohio Revised Code (the "*Half-Mill Maintenance Tax Requirement*"); and

**WHEREAS**, on October 17, 2013, as part of CFAP, the District and the Commission entered into a Project Agreement (the "*Segment One Project Agreement*"), whereby the District

received credit for prior capital expenditures under the Expedited Local Partnership Program, and the Commission agreed to provide the District with funds representing the “State’s” share of the 2013 segmented project (the “*Segment One Project*”); and

**WHEREAS**, in order to execute the Segment One Project Agreement, it was necessary for the District to satisfy the Half-Mill Maintenance Tax Requirement from 2013 through (and including) 2036; and

**WHEREAS**, under the Segment One Project Agreement, the District elected to satisfy the Half-Mill Maintenance Tax Requirement for the Segment One Project by virtue of transferring one half of one mill from the Dedicated Half-Mill Revenues into the District’s “034 Maintenance Fund” pursuant to Section 3318.051 of the Ohio Revised Code; and

**WHEREAS**, the District is in the process of executing a 2022 Project Agreement (the “*Segment Two Project Agreement*”) with the Commission for participation in CFAP for the 2022 segmented project (the “*Segment Two Project*”) of the Commission’s Master Facilities Plan; and

**WHEREAS**, in order to enter into the Segment Two Project Agreement, it is necessary for the District to satisfy the Half-Mill Maintenance Tax Requirement in conjunction with Segment Two, which requires the District to provide one half of one mill starting in 2022 through (and including) 2044; and

**WHEREAS**, the District desires to pledge its Dedicated Half-Mill Revenues to the District’s maintenance tax fund and to transfer and to deposit its Dedicated Half-Mill Revenues from its permanent improvement fund to its maintenance tax fund for purposes of complying with the Half-Mill Maintenance Requirement for the Segment Two Project in accordance with Section 3318.051 of the Ohio Revised Code; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Education of the Milford Exempted Village School District, Counties of Clermont and Hamilton, Ohio:

**SECTION 1.** That this Board of Education hereby authorizes, approves, and pledges the use of the Dedicated Half-Mill Revenues for purposes of satisfying the 23-year Half-Mill Maintenance Tax Requirement in conjunction with the Segment Two Project under Chapter 3318 of the Ohio Revised Code and the policies of the Commission, relating to CFAP approval.

**SECTION 2.** That this Board of Education hereby authorizes and directs the Treasurer of the Board of Education to transfer (or provide for the transfer) of the Dedicated Half-Mill Revenues from the District’s permanent improvement fund (the 003 Fund) to the District’s maintenance tax fund (the 034 Fund) for a minimum period of 23 years in order to comply with the requirements of CFAP, Chapter 3318 of the Ohio Revised Code, and the policies of the Commission. Subject to Section 3 of this Resolution, this Board of Education provides further that use of the Dedicated Half-Mill Revenues for any purpose other than the purpose or purposes stated herein shall not be permitted without subsequent authorization and direction from this Board of Education and the written consent of the Commission (or at the end of the 23-year maintenance tax period, an acknowledgement from the Commission that the District is no longer required to pledge the Dedicated Half-Mill Revenues for purposes of complying with the Half-Mill

Maintenance Tax Requirement under Chapter 3318 of the Ohio Revised Code and the Segment Two Project Agreement, if applicable).

**SECTION 3.** That in order to satisfy the Half-Mill Maintenance Tax Requirement in connection with the Segment Two Project, the District hereby authorizes the use of the Dedicated Half-Mill Revenues in connection with the Segment Two Project from 2022 through (and including) 2044 (or such other period of time as may be required or recommended by the Commission), and the District hereby authorizes application of the Dedicated Half-Mill Revenues to the Segment Two Project in accordance with the terms of the Segment Two Project Agreement.

**SECTION 4.** That the creation of the District's maintenance tax fund (Fund 034) for purposes of complying with CFAP, Chapter 3318 of the Ohio Revised Code, and the policies of the Commission is hereby ratified and confirmed.

**SECTION 5.** That the President of this Board of Education, the Treasurer of the Board of Education, and the Superintendent of the District, individually or collectively, are hereby authorized and directed to take all necessary actions on behalf of this Board of Education to implement this resolution, including entering into an agreement with the Commission and certification of this resolution to the appropriate county auditors.

**SECTION 6.** That the Prior Resolution is amended and restated by virtue of this Resolution and any and all terms within the Prior Resolution that are inconsistent with the terms of this Resolution are hereby repealed and made consistent with this Resolution.

**SECTION 7.** That it is found and determined that all formal actions of this Board of Education concerning and relating to the adoption of this resolution were adopted in an open meeting of this Board of Education, and that all deliberations of this Board of Education, and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code, and the rules of this Board of Education adopted in accordance therewith.

**SECTION 8.** That this resolution shall take effect immediately upon its adoption.

[Remainder of page intentionally left blank]

Mrs. Mason seconded the motion, and the roll being called upon the question of adoption of the resolution, the vote resulted as follows:

AYE:

Mrs. Chesnut  
Mr. Combs  
Mrs. Mason  
Mr. Miranda

NAY:

Adopted this 17th day of March, 2022.

  
Treasurer



**CERTIFICATE**

The undersigned hereby certifies that the foregoing is a true and correct copy of a resolution adopted at a meeting held on March 17, 2022, together with a true and correct extract from the minutes of said meeting to the extent pertinent to consideration and adoption of said resolution.

The undersigned further certifies that a true and correct copy of said resolution was filed with the County Auditor of Hamilton County Ohio, on the \_\_\_\_ day of \_\_\_\_\_, 2022.



Treasurer

**RECEIPT**

The undersigned hereby acknowledges receipt this day of a certified copy of the foregoing resolution.

\_\_\_\_\_  
Auditor  
Hamilton County, Ohio

Dated: \_\_\_\_\_, 2022

**CERTIFICATE**

The undersigned hereby certifies that the foregoing is a true and correct copy of a resolution adopted at a meeting held on March 17, 2022, together with a true and correct extract from the minutes of said meeting to the extent pertinent to consideration and adoption of said resolution.

The undersigned further certifies that a true and correct copy of said resolution was filed with the County Auditor of Clermont County Ohio, on the \_\_\_\_ day of \_\_\_\_\_, 2022.



Treasurer

**RECEIPT**

The undersigned hereby acknowledges receipt this day of a certified copy of the foregoing resolution.

---

Auditor  
Clermont County, Ohio

Dated: \_\_\_\_\_, 2022

The Board of Education of the Milford Exempted Village School District, Counties of Clermont and Hamilton, Ohio, met in Regular session at 6:00 o'clock p.m., on the 16th day of December, 2021, at Milford Administrative Building, Ohio, with the following members present:

Mr. Yockey moved the adoption of the following resolution:

**RESOLUTION NO. 21-12-16 E4**

**RESOLUTION AUTHORIZING THE ISSUANCE OF SCHOOL IMPROVEMENT UNLIMITED TAX GENERAL OBLIGATION BOND ANTICIPATION NOTES IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$55,900,000 IN ONE OR MORE SERIES OF NOTES, AUTHORIZING THE EXECUTION OF ONE OR MORE NOTE PURCHASE AGREEMENTS APPROPRIATE FOR THE SALE OF THE NOTES, AUTHORIZING THE EXECUTION OF ONE OR MORE PAYING AGENT AGREEMENTS, AND AUTHORIZING THE EXECUTION OF A CERTIFICATE OF AWARD CONTAINING THE FINAL TERMS OF THE NOTES AND RELATED MATTERS**

**WHEREAS**, pursuant to a resolution heretofore duly adopted by this Board of Education (the "*Board of Education*"), an election was held on November 2, 2021 upon the question of (a) issuing bonds (or notes in anticipation thereof) in an aggregate principal amount not to exceed \$55,900,000 for the purpose of paying the costs of providing, as applicable, new construction, improvements, renovations, and additions to school facilities, and providing equipment, furnishings, and site development and improvements, and all necessary appurtenances therefor, and capitalized interest, including without limitation, the construction of a new middle school for grades 6 – 8 and site safety and traffic flow improvements at the middle school site and the high school (collectively, the "*Project*") and (b) levying a tax outside of the ten-mill limitation to pay the principal of and interest on such bonds (or notes in anticipation thereof), of which election due notice was given according to law and at which election at least a majority of the electors voting on said proposition voted in favor thereof; and

**WHEREAS**, the fiscal officer of the School District (as defined herein) has heretofore certified to this Board of Education the estimated life or period of usefulness of the permanent improvements hereinafter described to be at least five (5) years and has further certified the weighted average maximum maturity of said bonds as thirty (30) years and the maximum maturity of notes issued in anticipation of bonds is twenty (20) years; and

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Education of the Milford Exempted Village School District (the "*School District*"), Counties of Clermont and Hamilton, Ohio:

**SECTION 1.** That it is necessary to issue bonds of this Board of Education in an aggregate principal amount not to exceed \$55,900,000, in one or more series, to pay for costs of the Project in conjunction with other permissible costs under Chapter 133 of the Ohio Revised Code. The bonds shall be issued for the purpose aforesaid under the general laws of the State of Ohio, particularly Chapter 133 of the Ohio Revised Code. In addition, the proceeds of such bonds will be applied in accordance with Chapter 3318 of the Ohio Revised Code to satisfy the School District's local share of a classroom facilities project under the terms of a project agreement with the Ohio Facilities Construction Commission (segment two).

**SECTION 2.** That bonds of this Board of Education shall be issued in an aggregate principal amount not to exceed \$55,900,000 for the acquisition, construction, and equipping of the Project under authority of the general laws of the State of Ohio, particularly the Uniform Public Securities Law of the Ohio Revised Code. Said bonds shall be dated approximately April 1, 2022, shall bear interest at a rate now estimated at five per centum (5.00%) per annum, and shall mature in substantially equal semiannual or annual installments over a period not exceeding thirty (30) years after their issuance.

**SECTION 3.** That notes of this Board of Education shall be issued in anticipation of the issuance of said bonds, in one or more series in different calendar years and in an aggregate principal amount not to exceed \$55,900,000 (the "*Notes*"), which does not exceed the amount of the bonds to be issued for the purpose aforesaid, under authority of the general laws of the State of Ohio, particularly the Uniform Public Securities Law of the Ohio Revised Code. The Notes shall be dated the date of issuance, shall bear interest at a rate of interest not to exceed four percent (4.00%) per annum as determined by the Treasurer of the Board of Education (the "*Treasurer*") after a public or private sale of the Notes (as evidenced by a Certificate of Award, as defined herein), payable at maturity, and shall mature not later than one year after the date of issuance, as specified in the Certificate of Award. The Notes shall be of such number as may be requested by the purchaser thereof, provided that the Notes shall be issued in minimum denominations equal to or greater than \$100,000, unless this denomination is otherwise modified in the Certificate of Award. The Notes may be subject to optional redemption (if any) as provided for in the Certificate of Award.

The Treasurer is hereby authorized to execute a Certificate of Award (the "*Certificate of Award*") providing for the final terms of the Notes, including the purchase price of the Notes, and other terms of the award and sale of the Notes, including (without limitation) principal amounts and payment dates, interest amounts and payment dates, redemption terms, the paying agent, and other matters referenced in Section 133.22 of the Ohio Revised Code and the other matters referred to in this resolution, and such other matters as the Treasurer determines are consistent with this resolution, including modifications to this resolution, if necessary or appropriate, provided, however, that any such modifications must be in the best interests of the School District and consistent with the purpose of this resolution. That, unless otherwise modified, the matters contained in the Certificate of Award are consistent with this resolution shall be conclusively evidenced by the execution of the Certificate of Award by the Treasurer.

The Certificate of Award shall be incorporated into this resolution upon its execution and shall be made a part hereof. The Treasurer or the Treasurer's designee is directed to make the necessary arrangements, on behalf of the School District, to establish the conditions, date, location, procedure and terms of the sale, award, delivery and closing of the Notes with the Underwriter, and further, to take all steps necessary to effect due authentication, delivery and perfection of the security of the Notes under the terms hereof. In addition, this Board of Education authorizes the Treasurer to execute one or more Certificates of Award in connection with each and every series of Notes issued pursuant to the terms of this resolution without further action from this Board of Education. Further, the Treasurer is hereby authorized to negotiate and enter into an agreement (or agreements) for the services of a paying agent in connection with one or more series of Notes.

The Treasurer is hereby authorized, if the Treasurer determines that it would be in the best interest of this Board of Education, to issue the Notes on a "book entry only" basis and to execute and deliver a letter of representation to the Depository Trust Company on behalf of this Board of Education in connection therewith.

**SECTION 4.** That the Notes shall specify on their faces the purpose for which they are issued and that they are issued in pursuance of this resolution and under authority of the general laws of the State of Ohio, particularly the Uniform Public Securities Law of the Ohio Revised Code. The Notes shall be signed by the President and Treasurer of this Board of Education, shall be designated "School Improvement Unlimited Tax General Obligation Bond Anticipation Notes, Series 2022," as appropriate, and may have further alpha or numeric distinctions to the extent that more than one series of Notes are issued, and shall be payable at such bank, financial institution, or trust company as designated by the Treasurer in the Certificate of Award.

**SECTION 5.** That the Notes shall be sold to RBC Capital Markets, LLC, Cincinnati, Ohio (the "*Underwriter*") at a purchase price of not less than 97% of the principal amount thereof, plus premium, if any, and accrued interest from the sale date of the Notes to the date of delivery of and payment for the Notes; provided, however, to the extent the Treasurer determines that a private sale of all or a portion of the Notes is necessary, the Notes may be sold at a private sale, in whole or in part, in accordance with terms set forth in the Certificate of Award. The Treasurer is hereby authorized to execute one or more contracts of purchase or note purchase agreements with the Underwriter (or other purchaser of the Notes) upon such terms as shall be consistent with this resolution and acceptable to the School District. In addition, to the extent it becomes necessary to sell the Notes as part of a private sale, the Treasurer is also authorized to work with the Underwriter, in the capacity of placement (or solicitation) agent rather than underwriter of the Notes. The proceeds from the sale of the Notes, except the premium and accrued interest, shall be used for the purpose aforesaid and for no other purpose and shall be deposited in the project construction fund, which is hereby established, and used to provide for the acquisition, construction, and equipping of the Project; and any premium or accrued interest shall be transferred to the bond retirement fund to be applied to the payment of the principal of and interest on the Notes in the manner provided by law.

**SECTION 6.** That the Notes shall be the full general obligations of this Board of Education, and the full faith, credit and revenue of this Board of Education are hereby

irrevocably pledged for the prompt payment of the principal and interest at maturity. The par or discounted value to be received from the sale of the bonds anticipated by the Notes and any excess funds resulting from the issuance of the Notes, shall, to the extent necessary, be used only for the retirement of the Notes at maturity, together with interest thereon, and are hereby pledged for such purpose.

**SECTION 7.** That for the purposes of providing the necessary funds to pay the interest on and to retire the Notes promptly when and as the same fall due, during the year or years while the Notes run, there shall be levied on all taxable property in the School District in addition to all other taxes, a direct tax annually, not less than that which would have been levied if bonds had been issued without the prior issue of the Notes, outside of the limitations of Section 2 of Article XII of the Constitution of Ohio, which tax shall be in an amount sufficient to provide funds to pay interest upon the Notes as and when the same becomes due and also to provide a fund for the discharge of the principal of the Notes at maturity or mandatory sinking fund redemption, which tax shall not be less than the interest and sinking fund tax required by Article XII, Section 11 of the Constitution of Ohio, provided that, in each year moneys from revenues or moneys from other sources are available for the payment of debt service on the Notes and are appropriated for such purpose, such tax need not be levied to the extent that revenues or moneys from other sources are available and appropriated.

That said tax shall be and is hereby ordered computed, certified, levied, and extended upon the tax duplicate and collected by the same officers in the same manner and at the same time that taxes for general purposes for each of said years are certified, extended, and collected. Said tax shall be placed before and in preference to all other items and for the full amount thereof. The funds derived from said tax levies hereby required shall be placed in a separate and distinct fund, which shall be irrevocably pledged for the payment of the interest on and principal of the Notes, or the bonds in anticipation of which the Notes are issued, when and as the same fall due.

**SECTION 8.** That this Board of Education, for and on behalf of the School District, hereby covenants that it will restrict the use of the proceeds of the Notes hereby authorized in such manner and to such extent, if any, and take such other action as may be necessary, after taking into account reasonable expectations at the time the debt is incurred, so that they will not constitute obligations the interest on which is subject to federal income taxation or "arbitrage bonds" under Sections 103(b)(2) and 148 of the Internal Revenue Code of 1986, as amended (the "*Code*"), and the regulations prescribed thereunder. The Treasurer, or any other officer having responsibility with respect to the issuance of the Notes, is authorized and directed to give an appropriate certificate on behalf of the School District, on the date of delivery of the Notes, for inclusion in the transcript of proceedings, setting forth the facts, estimates and circumstances and reasonable expectations pertaining to the use of the proceeds thereof and the provisions of said Sections 103(b)(2) and 148 and regulations thereunder.

This Board of Education hereby delegates to the Treasurer, pursuant to the terms of the Certificate of Award, the responsibility for designating Notes, issued in one or more series, as "qualified tax-exempt obligations" for the purposes set forth in Section 265(b)(3) of the Code. Notes that are issued in more than one series may be separately designated as "qualified tax-exempt obligations" and/or "non-qualified tax-exempt obligations," depending on when such

Notes are expected to be issued and the reasonable expectations of the Board of Education in any given calendar year, all as provided for in one or more Certificates of Award.

**SECTION 9.** That it is hereby determined that all acts, conditions, and things necessary to be done precedent to and in the issuance of the Notes in order to make the same legal, valid, and binding general obligations of this Board of Education, have been done, have happened and have been performed in regular and due form as required by law, and that the said issue of the Notes and the tax for the payment of the principal and interest as the same fall due and are payable do not exceed any limitations in indebtedness or taxation as fixed by law.

**SECTION 10.** That the Treasurer is hereby authorized to apply, if the Treasurer deems it appropriate, for a rating or ratings on the Notes from such rating agency or agencies as the Treasurer deems appropriate, or for municipal bond insurance or state credit enhancement from such municipal bond insurance company or from the State of Ohio Credit Enhancement Program administered by the Ohio Department of Education, all as the Treasurer deems appropriate. The Treasurer is further authorized to pay the fee for any rating and the premium for any municipal bond insurance or credit enhancement program to the extent negotiated by the Treasurer and not otherwise prohibited by law.

**SECTION 11.** That the President of this Board of Education (or a lawful designee), or in the absence of the President of this Board of Education, the Vice President of this Board of Education (or a lawful designee), as well as the Treasurer (or a lawful designee), and the superintendent of the School District, independently or in any combination (collectively, the "*Authorized Officers*"), to the extent authorized by law and/or this resolution, are hereby authorized to execute and deliver the necessary closing certificates, documents, and agreement in order to effectuate the issuance and delivery of one or more series of Notes in order to provide financing for the Project in a timely manner, all as reviewed and approved by bond counsel.

**SECTION 12.** That this Board of Education may, but shall not be required to, provide for the preparation and dissemination of a preliminary official statement and a final official statement to be executed by one or more Authorized Officers, prepared in connection with the issuance of one or more series of Notes, with such modifications thereto as may be required by the Underwriter or the purchaser and approved by bond counsel.

**SECTION 13.** That this Board of Education authorizes the preparation and adoption of post-issuance compliance policies and procedures to be incorporated as part of the tax documentation in connection with one or more series of Notes in compliance with Internal Revenue Service regulations.

**SECTION 14.** For purposes of complying with Section 1.150-2(e) of the Code, this Board of Education hereby declares that it reasonably expects that proceeds from the Notes will be utilized to provide reimbursement for expenditures relating to the Project located behind (or in close proximity to) the existing junior high school currently located at 5735 Wolfpen-Pleasant Hill Road, Milford, Ohio 45150 and for certain capital improvements, including without limitation, traffic flow improvements located at the existing high school at 1 Eagles Way, Milford, Ohio 45150. Proceeds of the Notes will be used to finance a maximum principal

amount of \$55,900,000 of the Project, a portion of which total Project costs is reasonably expected to be reimbursed from the proceeds of the Notes.

**SECTION 15.** That Dinsmore & Shohl LLP, is hereby approved to serve as bond counsel in connection with the issuance and delivery of the Notes.

**SECTION 16.** That the Treasurer be and is hereby directed to forward a certified copy of this resolution to the appropriate county auditors, as required by law.

**SECTION 17.** That it is found and determined that all formal actions of this Board of Education concerning and relating to the adoption of this resolution were adopted in an open meeting of this Board of Education, and that all deliberations of this Board of Education and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law, including Section 121.22 of the Ohio Revised Code.

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Mr. Meranda seconded the motion and the roll being called upon the question of adoption of the resolution, the vote resulted as follows:

**AYE:**

Mrs. Brady  
Mrs. Chesnut  
Mr. Meranda  
Mr. Yockey  
Mr. Hamm

**NAY:**

**ADOPTED** this 16th day of December, 2021.



Treasurer

**CERTIFICATE**

The undersigned hereby certifies that the foregoing is a true and correct copy of a resolution adopted on the 16th day of December, 2021, and a true and correct copy of excerpts from the minutes of the meeting at which said resolution was adopted, to the extent pertinent to consideration and adoption thereof.

The undersigned further certifies that a true and correct copy of said resolution was certified to the Clermont County Auditor on the 20th day of December, 2021.

  
Treasurer

**RECEIPT**

The undersigned hereby acknowledges receipt on this date of a certified copy of the foregoing resolution.

  
Clermont County Auditor

by:   
Deputy Auditor

Dated: December 21, 2021

**CERTIFICATE**

The undersigned hereby certifies that the foregoing is a true and correct copy of a resolution adopted on the 16th day of December, 2021, and a true and correct copy of excerpts from the minutes of the meeting at which said resolution was adopted, to the extent pertinent to consideration and adoption thereof.

The undersigned further certifies that a true and correct copy of said resolution was certified to the Hamilton County Auditor on the 20th day of December, 2021.

  
Treasurer

**RECEIPT**

The undersigned hereby acknowledges receipt on this date of a certified copy of the foregoing resolution.

  
Hamilton County Auditor

Dated: December **23** 2021

## CERTIFICATE OF AWARD

Re: BOARD OF EDUCATION OF THE MILFORD EXEMPTED VILLAGE SCHOOL DISTRICT \$55,900,000 School Improvement Unlimited Tax General Obligation Bond Anticipation Notes, Series 2022 (the "Notes")

In accordance with the provisions of the note legislation for the Notes, which legislation was passed by the Board of Education of Milford Exempted Village School District on December 16, 2021, as supplemented by this Certificate of Award (collectively, the "Note Legislation"), the undersigned, Treasurer of the Board of Education of the Milford Exempted Village School District (the "District"), hereby establishes and awards the terms of the referenced Notes as follows:

1. Aggregate Principal Amount: The principal amount of the Notes shall be \$55,900,000.00.
2. Dated Date and Issue Date: The dated date and issue date of the Notes shall be January 5, 2022.
3. Accrued Interest: There shall be no accrued interest in connection with the purchase and sale of the Notes.
4. Paying Agent and Registrar: It is hereby determined that The Bank of New York Mellon Trust Company, N.A. will serve as the paying agent and registrar of the Notes
5. Uses of the Note Proceeds, Including Underwriter's fee, Costs of Issuance, and Other Deposits: The aggregate proceeds of the Notes total \$56,099,004.00, and the proceeds of the Notes shall be used in the following manner:
  - (a) \$55,900,000.00 shall be used to pay the local share of school construction under the State of Ohio Classroom Facilities Assistance Program, including new construction, improvements, renovations, and additions to school facilities, and providing equipment, furnishings, and site development and improvements, and all necessary appurtenances therefor, and capitalized interest, including without limitation, the construction of a new middle school for grades 6 – 8 and site safety and traffic flow improvements at the middle school site and the high school (the "Project");
  - (b) Original issue premium in the total amount of \$199,004.00 shall be applied as follows: (i) \$71,893.78 shall be used for the Underwriter's Discount and expenses, (ii) \$114,050.00 shall be used by The Bank of New York Mellon Trust Company, N.A. (as Disbursing Agent) on behalf of the District to pay other costs of issuance, and (iii) the remaining amount of \$13,060.22, shall be returned to the District and used to pay other closing costs/expenses in accordance with the closing memorandum to be prepared in advance of the closing of the Notes or shall be deposited into the District's bond/note retirement fund; and

(c) Any proceeds not used for purposes specified in (a) and (b) above shall be deposited into the District's bond retirement fund in conjunction with the closing of the Notes and used to pay debt service on the Notes.

6. Underwriter: RBC Capital Markets, LLC, Cincinnati, Ohio.
7. Municipal Advisor: Bradley Payne Advisors, LLC, Cincinnati, Ohio.
8. Optional Redemption: The Notes are not subject to optional redemption prior to maturity.
9. Bond Insurer: None
10. Minimum Denominations: \$100,000 and \$5,000 integral multiples thereof.
11. Debt Service and Pricing on the Notes: Interest on the Notes shall be payable on April 5, 2022 (payable from January 5, 2022). Principal on the Notes shall be due and payable, in accordance with the schedule below, bearing interest at the rate set forth below:

On April 5	Principal Amount	Interest Rate	Yield	Price
2022	\$55,900,000.00	1.625%	0.200%	100.356

12. Purchase of the Notes and Pricing: The Underwriter shall purchase from the District and the District shall sell to the Underwriter, the Notes at a purchase price of \$56,027,110.22 (100.227389%), consisting of the aggregate principal amount of \$55,900,000.00, plus original issue premium of \$199,004.00, less Underwriter's fee of \$71,893.78.

13. No Designation of the Notes as "Qualified Tax-Exempt Obligations": The Notes shall not be designated as "qualified tax-exempt obligations" for purposes of Section 265(b) of the Internal Revenue Code of 1986, as amended, as the Issuer reasonably expects to issue more than \$10 million in tax-exempt obligations in calendar year 2022.

14. Incorporation by Reference: This Certificate of Award is hereby incorporated by reference into the Note Legislation and the Note Legislation is hereby incorporated into this Certificate of Award.

[Remainder of this page intentionally left blank]

[Signature page to Certificate of Award]

**BOARD OF EDUCATION OF THE  
MILFORD EXEMPTED VILLAGE SCHOOL  
DISTRICT**

By:   
Brian Rabe  
Treasurer

Dated: December 21, 2021

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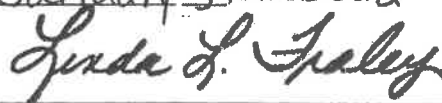
**CERTIFICATE**

The undersigned Treasurer of Milford Exempted Village School District, hereby certifies that he filed a true copy of the foregoing Certificate of Award with the County Auditor of Clermont County, Ohio, on December 30, 2021.

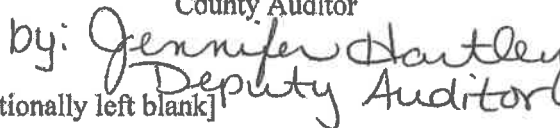
  
Treasurer

**RECEIPT**

The undersigned County Auditor of Clermont County, Ohio, hereby acknowledges receipt of a true copy of the foregoing Certificate of Award on January 3, 2022



County Auditor

by:   
Deputy Auditor

[Remainder of page intentionally left blank]

**CERTIFICATE**

The undersigned Treasurer of Milford Exempted Village School District, hereby certifies that he filed a true copy of the foregoing Certificate of Award with the County Auditor of Hamilton County, Ohio, on December 30, 2021.

  
\_\_\_\_\_  
Treasurer

**RECEIPT**

The undersigned County Auditor of Hamilton County, Ohio, hereby acknowledges receipt of a true copy of the foregoing Certificate of Award on January 4, 2022

  
\_\_\_\_\_  
County Auditor

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**From:** [Ruwe, Brad](#)  
**To:** [Mattei-Smith, Barbara](#)  
**Cc:** [Drerup, Melanie](#); [Walden, Jon](#); [Parker, Janice](#); [Macneil, Joseph](#); [Brian Rabe](#); [Zimmerman, Sara](#)  
**Subject:** RE: Milford EVSD - Half-Mill Maintenance Tax  
**Date:** Thursday, March 24, 2022 10:26:51 AM  
**Attachments:** [image001.png](#)

---

Barb,

In anticipation of providing for the half-mill maintenance tax, the district converted a half-mill of its inside millage to permanent improvement use in 2010 (a number of years in advance of its segment one and segment two projects). It is my understanding that use of inside millage dedicated to permanent improvement use and the district's corresponding pledge of that millage for 23 years must occur pursuant to Sect. 3313.051, ORC. This is the intention of the district's resolution.

The district does not have a specific voted tax levy for maintenance tax purposes that was either (a) part of the ballot language in conjunction with the bond issue or (b) a continuing permanent improvement levy pursuant to Sect. 5705.21, ORC, for the specific purpose of the half-mill maintenance tax or for general permanent improvement purposes and otherwise dedicated for maintenance tax purposes.

The Board's resolution dedicating the half-mill of inside millage for purposes of satisfying the half-mill maintenance tax requirement for 23 years not only pledges, for maintenance tax purposes, the applicable revenues resulting from the half-mill of inside millage for permanent improvement use, but also states that any changes in use are subject to OFCC approval (and ultimately the provisions of the Project Agreement).

I hope this helps to clarify the submission. I would be glad to discuss in greater detail. Thanks.  
-Brad

**Dinsmore**

**Bradley N. Ruwe**

Partner

Dinsmore & Shohl LLP • Legal Counsel

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E [bradley.ruwe@dinsmore.com](mailto:bradley.ruwe@dinsmore.com) • [dinsmore.com](http://dinsmore.com)

**From:** Barbara.Mattei-Smith@ofcc.ohio.gov <Barbara.Mattei-Smith@ofcc.ohio.gov>

**Sent:** Thursday, March 24, 2022 9:38 AM

**To:** Ruwe, Brad <Bradley.Ruwe@DINSMORE.COM>

**Cc:** melanie.drerup@ofcc.ohio.gov; Jon.Walden@ofcc.ohio.gov; janice.parker@ofcc.ohio.gov;

Joseph.Macneil@ofcc.ohio.gov; Brian Rabe <rabe\_b@milfordschools.org>;  
Sara.Zimmerman@ofcc.ohio.gov

**Subject:** RE: Milford EVSD - Half-Mill Maintenance Tax

Good morning Brad –

I am a little confused on what the district is trying to do. Are they dedicating property tax under 3318.05 (C)(1)? That is what it looks like to me given the resolution language combined with the notification to the county auditor. However, in other parts of the resolution it states they are doing the transfer per 3318.051. If they are going to dedicate the property tax, they will not need an approval letter since the auditor will provide them with the amount to deposit into the maintenance account with the tax settlement. Please let me know what the district is planning.

Barb

---

**From:** Drerup, Melanie <[melanie.drerup@ofcc.ohio.gov](mailto:melanie.drerup@ofcc.ohio.gov)>

**Sent:** Thursday, March 24, 2022 8:20 AM

**To:** Mattei-Smith, Barbara <[Barbara.Mattei-Smith@ofcc.ohio.gov](mailto:Barbara.Mattei-Smith@ofcc.ohio.gov)>

**Subject:** FW: Milford EVSD - Half-Mill Maintenance Tax

---

**From:** Ruwe, Brad <[Bradley.Ruwe@DINSMORE.COM](mailto:Bradley.Ruwe@DINSMORE.COM)>

**Sent:** Wednesday, March 23, 2022 6:20 PM

**To:** Parker, Janice <[janice.parker@ofcc.ohio.gov](mailto:janice.parker@ofcc.ohio.gov)>; Brian Rabe <[rabe\\_b@milfordschools.org](mailto:rabe_b@milfordschools.org)>

**Cc:** Macneil, Joseph <[Joseph.Macneil@ofcc.ohio.gov](mailto:Joseph.Macneil@ofcc.ohio.gov)>; Drerup, Melanie <[melanie.drerup@ofcc.ohio.gov](mailto:melanie.drerup@ofcc.ohio.gov)>; Walden, Jon <[Jon.Walden@ofcc.ohio.gov](mailto:Jon.Walden@ofcc.ohio.gov)>

**Subject:** RE: Milford EVSD - Half-Mill Maintenance Tax

Janice,

I completed and signed the PAFC. In addition, I am attaching the required documents/attachments under the PAFC to this e-mail (although, if you prefer, I can attach them to the PAFC form, if that is preferable). I have included the following documents:

- Certification as to 010 Fund deposit (please note that the amount in the 010 Fund is currently \$32,593,225.10 which is slightly more than the district's local share amount of \$32,584,864 due to interest earnings)
- Amended and Restated Half-Mill Maintenance Tax Resolution per Sect. 3318.051 – inside millage transfer (please note that the district has not received an official approval letter at this point from OFCC regarding the Half-Mill Maintenance Tax; however, Jon Walden is aware of the district's request to transfer inside millage as the source of funds for the Half-Mill Maintenance Tax)
- Certificate of Election Results from the election conducted on November 2, 2021
- Authorizing Resolution for the Bond Anticipation Notes

- Certificate of Award for the Bond Anticipation Notes

- Treasurer’s Receipt of funds in connection with the Bond Anticipation Notes (which were issued on January 5, 2022)

Please let me know if you need anything further in order to complete the Project Agreement for the district.

Thanks.

-Brad

**Dinsmore**

**Bradley N. Ruwe**

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**From:** [janice.parker@ofcc.ohio.gov](mailto:janice.parker@ofcc.ohio.gov) <[janice.parker@ofcc.ohio.gov](mailto:janice.parker@ofcc.ohio.gov)>

**Sent:** Tuesday, March 22, 2022 9:58 AM

**To:** Ruwe, Brad <[Bradley.Ruwe@DINSMORE.COM](mailto:Bradley.Ruwe@DINSMORE.COM)>; Brian Rabe <[rabe\\_b@milfordschools.org](mailto:rabe_b@milfordschools.org)>

**Cc:** [Joseph.Macneil@ofcc.ohio.gov](mailto:Joseph.Macneil@ofcc.ohio.gov); [melanie.drerup@ofcc.ohio.gov](mailto:melanie.drerup@ofcc.ohio.gov); [Jon.Walden@ofcc.ohio.gov](mailto:Jon.Walden@ofcc.ohio.gov)

**Subject:** RE: Milford EVSD - Half-Mill Maintenance Tax

**Importance:** High

Good Morning Brad – Was this request completed? If so, please sign off on the PAFC via docusign and return the resolution and any associated documents.

I have resent the PAFC for your use.

Thank You.

**Janice S. Parker**

Planner 2



Ohio Facilities Construction Commission

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614-466-6290  
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[janice.parker@ofcc.ohio.gov](mailto:janice.parker@ofcc.ohio.gov)

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---

**From:** Walden, Jon <[Jon.Walden@ofcc.ohio.gov](mailto:Jon.Walden@ofcc.ohio.gov)>  
**Sent:** Thursday, March 10, 2022 1:41 PM  
**To:** Parker, Janice <[janice.parker@ofcc.ohio.gov](mailto:janice.parker@ofcc.ohio.gov)>; Macneil, Joseph <[Joseph.Macneil@ofcc.ohio.gov](mailto:Joseph.Macneil@ofcc.ohio.gov)>  
**Subject:** FW: Milford EVSD - Half-Mill Maintenance Tax

FYI.

---

**From:** Ruwe, Brad <[Bradley.Ruwe@DINSMORE.COM](mailto:Bradley.Ruwe@DINSMORE.COM)>  
**Sent:** Tuesday, March 1, 2022 3:53 PM  
**To:** Walden, Jon <[Jon.Walden@ofcc.ohio.gov](mailto:Jon.Walden@ofcc.ohio.gov)>; Mattei-Smith, Barbara <[Barbara.Mattei-Smith@ofcc.ohio.gov](mailto:Barbara.Mattei-Smith@ofcc.ohio.gov)>  
**Subject:** RE: Milford EVSD - Half-Mill Maintenance Tax

Thanks, Jon. The Board next meets on March 17, 2022 and is expected to pass the resolution at that time. I will forward a copy upon passage.

-Brad

**Dinsmore**

**Bradley N. Ruwe**

Partner

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**From:** [Jon.Walden@ofcc.ohio.gov](mailto:Jon.Walden@ofcc.ohio.gov) <[Jon.Walden@ofcc.ohio.gov](mailto:Jon.Walden@ofcc.ohio.gov)>  
**Sent:** Tuesday, March 1, 2022 3:51 PM  
**To:** Ruwe, Brad <[Bradley.Ruwe@DINSMORE.COM](mailto:Bradley.Ruwe@DINSMORE.COM)>; [Barbara.Mattei-Smith@ofcc.ohio.gov](mailto:Barbara.Mattei-Smith@ofcc.ohio.gov)  
**Subject:** RE: Milford EVSD - Half-Mill Maintenance Tax

Brad,

Thank you for the discussion and updates. We are good with the revision.

Jon

**Jon C. Walden**

**Chief Legal Counsel/Chief of Staff**



**Ohio Facilities Construction Commission**

30 West Spring Street, 4th floor | Columbus, OH 43215

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[jon.walden@ofcc.ohio.gov](mailto:jon.walden@ofcc.ohio.gov)

**From:** Ruwe, Brad <[Bradley.Ruwe@DINSMORE.COM](mailto:Bradley.Ruwe@DINSMORE.COM)>

**Sent:** Wednesday, February 23, 2022 3:49 PM

**To:** Mattei-Smith, Barbara <[Barbara.Mattei-Smith@ofcc.ohio.gov](mailto:Barbara.Mattei-Smith@ofcc.ohio.gov)>; Walden, Jon <[Jon.Walden@ofcc.ohio.gov](mailto:Jon.Walden@ofcc.ohio.gov)>

**Subject:** Milford EVSD - Half-Mill Maintenance Tax

Good Afternoon Jon and Barb,

As a follow-up to our conversation yesterday afternoon, attached please find a resolution that amends and restates Resolution No. 21-12-16 E3, originally adopted by the Milford EVSD Board of Education on December 16, 2021. I have eliminated the references to "prorate" and "pro rata share" from the amended and restated resolution. Please let me know if the attached resolution is acceptable and, if so, I will make sure it is placed on the agenda for adoption by the Board. Thanks.  
-Brad



**Bradley N. Ruwe**

Partner

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Master Plan Name Milford EVSD - Clermont - CFAP Segment 2 - OFCC 7-08-21 CB 8-02-21  
 Program CFAP 2014-08-13 2 (Active)  
 Rank 442  
 School District Milford Exempted Village School District  
 School District IRN 45500  
 County Clermont County  
 Cost Region 1 (New Construction Cost Factor: 98.78%)  
 Cost Set 2021 (for everything)  
 Bracketing Set 2021  
 Educational Planner FutureThink

Projected Enrollment (10 Yr)

Grade	2025-2026	Grade Configurations		
		Grades	Total	Placed/Remaining
PK	107			
K	460	PK-12	6254	6254
1	482	PK-5	2987	2987
2	479	6-8	1488	1488
3	475	9-12	1779	1779
4	504	PK-8	4475	4475
5	480	6-12	3267	3267
6	503	CT	166	166
7	483			
8	502			
9	514			
10	505			
11	376			
12	384			
CT Offsite	12			
CT Low Bay Comprehensive	154			
CT High Bay Comprehensive	0			
CT Low Bay Onsite	0			
CT High Bay Onsite	0			
<b>Total</b>	<b>6420</b>			

Project Scope:

CFAP Segment 2 scope:

- Allowance to Abate / Demolish Miami Elementary School
- Allowance to Abate / Demolish Milford Jr High School
- Build new Middle School (154,857SF) to house 1141 students in grades 6-8.

Master Planner Commentary:

The District has elected to build a new Milford MS as a stand alone building, rather than an addition to the Milford Jr HS which was previous presented to the OFCC. As the prior ELPP scope at the Jr HS resulted in a 6,532SF addition for 36 students, which is less than the 350 required. As a result the ELPP close out agreement is being Amended to deduct \$1,331,366.79 of previously awarded ELPP Credits.  
 A Site Access Safety Allowance has been included for new Milford MS.  
 An Emergency Responder Radio Coverage System Allowance has been included for new Milford MS.  
 Build new McCormick; Meadowview; Mulberry; Pattison Elementary Schools; no action as they were completed under the Phase 1 of districts participation in the Expedited Local Partnership Program  
 Build new Boyd E. Smith; Charles L. Speilert Elementary Schools; no action as they were completed under the Classroom Facilities Assistance Program, Segment one.  
 Demolish and abate at Milford South Elementary School and Renovations to Milford High School, are no action as the District has elected to reserve this scope for a future Segment.  
 The project budget for new buildings or building additions shown on this plan anticipates attaining the USGBC LEED For Schools (U.S. Green Building Council, Leadership in Energy and Environmental Design) Silver (with a preference for attaining points in the Energy and Atmosphere category).  
 \$0.01 added to Milford Jr HS Renovation budget to remedy IT database issue.

Building	Allowance
New Middle Site Access Safety Improvement Allowance	\$300,000.00
New Middle Emergency Responder Radio Coverage Systems for 154,857 SF	\$154,857.00

Milford EVSD - Clermont - CFAP Segment 2 - OFCC 7-08-21 CB 8-02-21 master plan for Milford Exempted Village School District of Clermont County (45500)

	Miami Elem Master Planning Considerations			Milford Jr High Master Planning Considerations			New Middle			
Building Program	Classroom Facilities Assistance Program (CFAP) [2021]			Classroom Facilities Assistance Program (CFAP) [2021]			---			
Cost Set	Resource International, Inc.			Resource International, Inc.			---			
Assessing Consultant	Elementary			Middle			Middle			
Type	6.00			28.00			---			
Acres	K-4			7-8			---			
Grades Housed	321			963			---			
Current Enrollment	Academic			1961 Original Construction			---			
Additions to Demolish	<input type="checkbox"/>	1929	77%	14,616 ft <sup>2</sup>	<input checked="" type="checkbox"/>	1961	75%	55,630 ft <sup>2</sup>	---	
	<input type="checkbox"/>	1947	Gym		<input checked="" type="checkbox"/>	1962	Classroom Addition	---		
	<input type="checkbox"/>	1954	Cafe	7,651 ft <sup>2</sup>	<input checked="" type="checkbox"/>	1980	Classroom Media Center Addition	27,914 ft <sup>2</sup>		
	<input type="checkbox"/>	1956	Primary	1,511 ft <sup>2</sup>	<input type="checkbox"/>	2010	2010 ELPP Addition	10,238 ft <sup>2</sup>		
	<input type="checkbox"/>	1980	Library	9,873 ft <sup>2</sup>			0%	6,532 ft <sup>2</sup>		
			58%	4,005 ft <sup>2</sup>						
Grades Housed - Proposed	---			9-12			6-8			
Projected Enrollment	---			36			1141			
CT Projected Enrollment	---			---			---			
Scope of Work	Abate/Demolish			No Action ELPP / Abate Demo			Build New			
CEFPI Rating	Borderline			Borderline			---			
Existing ft <sup>2</sup>	37,656			6,532			---			
Cost/ft <sup>2</sup> (DM)	\$308.59			\$309.47			---			
Cost to Replace	\$11,620,265.04			\$2,021,458.04			\$0.00			
Cost to Renovate	\$7,639,571.10			---			---			
Reprogramming	\$0.00			\$0.00			---			
Renovate+Replace	66%			0%			---			
Right Replacement	---			\$1,997,589.60			---			
Right Ratio	---			43%			---			
Addition Required	No			No			No			
	Addition ft <sup>2</sup>			Addition ft <sup>2</sup>			New ft <sup>2</sup>			
Proposed Enrollment	Students	sf/Student	sf required	Students	sf/Student	sf required	Students	sf/Student	sf required	
Elementary (PK-K)	---	x	---	---	x	---	---	x	---	
Elementary (PK-5)	---	x	---	---	x	---	---	x	---	
Middle (6-8)	---	x	---	---	x	---	1,141	x	---	
High (9-12)	---	x	---	36	x	180.00	---	x	---	
Career Technical Core Space	---	x	---	---	x	---	---	x	---	
Total ft <sup>2</sup> Required	---			6,480			154,856.52			
ft <sup>2</sup> Existing	37,656			6,532			---			
Large Group Restroom Fixture Replacement	No			No			No			
Comprehensive Vocational	No			No			No			
Oversized ft <sup>2</sup>	---			---			---			
Less Oversized ft <sup>2</sup>	37,656			6,532			---			
CT ft <sup>2</sup> Existing	---			---			---			
CT ft <sup>2</sup> Not Programmed	---			---			---			
Less CT ft <sup>2</sup>	37,656			6,532			---			
Addition ft <sup>2</sup>	-37,656			---			154,857			
Cost per ft <sup>2</sup>	see below			see below			see below			
Total Addition Cost	---			---			---			
	Cost of Additions			Cost of Additions			Cost to Rebuild			
Cost Of New SF	SF Required	\$/SF	Cost	SF Required	\$/SF	Cost	SF Required	\$/SF	Cost	
Elementary (PK-5)	x	=	\$0.00	x	=	\$0.00	0	x	=	
Middle (6-8)	x	=	\$0.00	x	=	\$0.00	154,856.52	x	=	
High (9-12)	x	=	\$0.00	x	=	\$0.00	0	x	=	
Career Technical Program Space	---									
CT Existing ft <sup>2</sup>	---									
CT New ft <sup>2</sup>	---									
CT Total ft <sup>2</sup>	---									
CT Program Total	\$0.00			\$0.00			\$0.00			
Total Proposed ft <sup>2</sup>	---			6,532			154,857			
Total to Rebuild	\$0.00			\$0.00			\$42,492,629.09			
Total to Rebuild All Buildings	---									
Cost to Reno & Reprogram	---									
Total Addition Cost	\$0.00									
Total Career Technical	\$0.00			\$0.00			\$0.00			
Project Cost	\$0.00			---			\$42,492,629.09			
Asbestos Abatement	\$155,257.35			\$384,442.72			\$0.00			
Demolition	\$188,280.00			\$468,910.00			\$0.00			
Exclude Storm Shelter	---			---			Exclude Storm Shelter			
Specific Allowance	\$0.00			\$0.00			\$454,857.00			
Total Building Cost	\$343,537.35			\$853,352.72			\$42,947,486.09			
Page Subtotal	---			\$44,144,376.16			---			
General Allowance	---			\$0.00			---			
Project Agreement LFI	---			\$0.00			---			
Co-Funded Project	---			\$44,144,376.16			---			
Total Project Cost	---			\$44,144,376.16			---			



Main Assessment Menu - Milford Exempted Village (45500) - Miami Elem (24380)

Building Summary - Miami Elem (24380)

<b>District:</b> Milford Exempted Village				<b>County:</b> Clermont		<b>Area:</b> Southwestern Ohio (1)	
<b>Name:</b> Miami Elem				<b>Contact:</b> Mr. Robert G. Tracy			
<b>Address:</b> 1039 State Route 28 Milford, OH 45150				<b>Phone:</b> 513-831-9690			
<b>Bldg. IRN:</b> 24380				<b>Date Prepared:</b> 2013-04-08		<b>By:</b> Robert Hart	
				<b>Date Revised:</b> 2018-04-09		<b>By:</b> Chris Colotto	
<b>Current Grades</b>		K-4	<b>Acreage:</b>		6.00	<b>Suitability Appraisal Summary</b>	
<b>Proposed Grades</b>		N/A	<b>Teaching Stations:</b>		27		
<b>Current Enrollment</b>		321	<b>Classrooms:</b>		20		
<b>Projected Enrollment</b>		N/A					
<b>Addition</b>	<b>Date</b>	<b>HA</b>	<b>Number of Floors</b>	<b>Current Square Feet</b>			
Academic	1929	2	2	14,616			
Gym	1947	2	2	7,651			
Cafe	1954	2	1	1,511			
Primary	1956	2	1	9,873			
Library	1980	2	1	4,005			
<b>Total</b>				<b>37,656</b>			
<b>*HA</b>		= Handicapped Access					
<b>*Rating</b>		=1 Satisfactory					
		=2 Needs Repair					
		=3 Needs Replacement					
<b>*Const P/S</b>		= Present/Scheduled Construction					
<b>FACILITY ASSESSMENT</b>				<b>Dollar</b>			
Cost Set: 2021				Assessment			
		<b>Rating</b>	<b>Cost</b>				
	A. Heating System	3	\$1,513,771.20				
	B. Roofing	3	\$442,530.80				
	C. Ventilation / Air Conditioning	1	\$0.00				
	D. Electrical Systems	3	\$901,861.20				
	E. Plumbing and Fixtures	3	\$64,500.00				
	F. Windows	3	\$93,408.00				
	G. Structure: Foundation	1	\$0.00				
	H. Structure: Walls and Chimneys	2	\$192,743.50				
	I. Structure: Floors and Roofs	1	\$0.00				
	J. General Finishes	3	\$977,181.60				
	K. Interior Lighting	3	\$244,764.00				
	L. Security Systems	3	\$144,975.60				
	M. Emergency/Egress Lighting	3	\$37,656.00				
	N. Fire Alarm	3	\$92,257.20				
	O. Handicapped Access	3	\$308,401.20				
	P. Site Condition	2	\$167,110.50				
	Q. Sewage System	1	\$0.00				
	R. Water Supply	1	\$0.00				
	S. Exterior Doors	3	\$2,500.00				
	T. Hazardous Material	3	\$139,315.60				
	U. Life Safety	2	\$158,199.20				
	V. Loose Furnishings	3	\$244,764.00				
	W. Technology	3	\$489,528.00				
	X. Construction Contingency / Non-Construction Cost	-	\$1,518,457.38				
<b>Total</b>			<b>\$7,733,924.98</b>				
<b>Cover Sheet</b>							
1.0 The School Site							
2.0 Structural and Mechanical Features							
3.0 Plant Maintainability							
4.0 Building Safety and Security							
5.0 Educational Adequacy							
6.0 Environment for Education							
LEED Observations							
Commentary							
<b>Total</b>				<b>1000</b>	<b>524</b>	<b>52%</b>	<b>Borderline</b>
<b>C=Under Contract</b>							
Existing Square Feet							
Cost per Sq. Ft.							
Renovation Cost Factor							
Cost to Renovate (Cost Factor applied)							
Reprogramming Cost							
Cost to Renovate w/ Reprogramming							
Cost to Replace							
Renovate/Replace							
N/A							
<i>[These calculations are for the case where none of the Building's Additions are slated for demolition. If the Master Plan suggests partial demolition of this Building, the Master Plan will very probably show a different Renovate/Replace ratio, which is representative of the Building without the demolished additions.]</i>							

**Building Component Information - Milford Exempted Village (45500) - Miami Elem (24380)**

Addition	Auditorium Fixed Seating	Corridors	Agricultural Education Lab	Primary Gymnasium	Media Center	Vocational Space	Student Dining	Kitchen	Natorium	Indoor Tracks	Adult Education	Board Offices	Outside Agencies	Auxiliary Gymnasium
Academic (1929)		3136					651	984						
Gym (1947)		342		3510										
Cafe (1954)							1302							
Primary (1956)		870												
Library (1980)		718			1897									
<b>Total</b>	<b>0</b>	<b>5,066</b>	<b>0</b>	<b>3,510</b>	<b>1,897</b>	<b>0</b>	<b>1,953</b>	<b>984</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Master Planning Considerations</b>														

Main Assessment Menu - Milford Exempted Village (45500) - Milford Jr High (24752)

Building Summary - Milford Jr High (24752)

<b>District:</b> Milford Exempted Village <b>Name:</b> Milford Jr High <b>Address:</b> 5735 Wolfpen - Pleasant Hill Road Milford, OH 45150 <b>Bldg. IRN:</b> 24752				<b>County:</b> Clermont <b>Area:</b> Southwestern Ohio (1) <b>Contact:</b> Rob Dunn <b>Phone:</b> 513-831-1900 <b>Date Prepared:</b> 2008-08-22 <b>By:</b> Tim Bockbrader <b>Date Revised:</b> 2018-04-09 <b>By:</b> Chris Colotto																																																																																					
Current Grades	7-8	Acreage:	28.00	<b>Suitability Appraisal Summary</b>																																																																																					
Proposed Grades	N/A	Teaching Stations:	49																																																																																						
Current Enrollment	963	Classrooms:	32																																																																																						
Projected Enrollment	N/A																																																																																								
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**Building Component Information - Milford Exempted Village (45500) - Milford Jr High (24752)**

Addition	Auditorium Fixed Seating	Corridors	Agricultural Education Lab	Primary Gymnasium	Media Center	Vocational Space	Student Dining	Kitchen	Natatorium	Indoor Tracks	Adult Education	Board Offices	Outside Agencies	Auxiliary Gymnasium
Original Construction (1961)		10237		8421		945	2500	923						
Classroom Addition (1962)		7248												
Classroom Media Center Addition (1980)		1359			2926									
2010 ELPP Addition (2010)		1409												
<b>Total</b>	<b>0</b>	<b>20,253</b>	<b>0</b>	<b>8,421</b>	<b>2,926</b>	<b>945</b>	<b>2,500</b>	<b>923</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Master Planning Considerations</b>	POST ASSESSMENT NOTE - RPC ASSESSMENT INCLUDING ELPP SCOPE OF WORK REMOVED. There appear to be no limiting factors in regard to future expansion of this building. The 1980 Addition has a water main line running under this portion of the building, and the District has reported water leaking in this area. Two separate detached structures are located at the football field, which are used for athletics storage and practice facilities. The overall site is shared with the High School.													

**Specific Allowances for Master Plan Milford EVSD - Clermont - CFAP Segment 2 - OFCC 7-08-21 CB 8-02-21 - Milford Exempted Village**

<b>Return To MasterPlan</b>						
<b>Specific Allowances</b>						
<b>Building</b>	<b>Category</b>	<b>Name</b>	<b>Amount</b>	<b>Comments</b>	<b>Cost Column</b>	<b>Include in Right Ratio</b>
[New Middle]	Site Development	Site Access Safety Improvement Allowance	\$300,000.00	Allowance for Site Access Safety Improvement in the amount of \$300,000.00	Base CM & A/E Services	no
[New Middle]	ERRCS	Emergency Responder Radio Coverage Systems for 154,857 SF	\$154,857.00		Base CM & A/E Services	yes
<b>Total</b>			<b>\$454,857.00</b>			
<b>Return To MasterPlan</b>						



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## STORM SHELTER DISTRICT INTENT FORM

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School District Name: **Milford Exempted Village**

County: **Clermont**

*Please indicate one of the following:*

My school district wishes to **MOVE FORWARD** with inclusion of storm shelter.

My school district **DOES NOT WISH** to move forward with inclusion of storm shelter.

*If you are unsure about your response, please contact your OFCC Planning Manager as soon as possible to discuss additional information you require to obtain a decision.*

DocuSigned by:

*John W. Spisser*

Superintendent Signature

4/15/2021

Date

DocuSigned by:

*Chris Hamm*

Board President Signature

4/15/2021

Date

## Environmental Hazards Assessment Cost Estimates

<b>Owner:</b>	Milford Exempted Village
<b>Facility:</b>	Miami Elem
<b>Date of Initial Assessment:</b>	Apr 8, 2013
<b>Date of Assessment Update:</b>	Apr 28, 2021
<b>Cost Set:</b>	2021

<b>District IRN:</b>	45500
<b>Building IRN:</b>	24380
<b>Firm:</b>	OFCC

**Scope remains unchanged after cost updates.**

Building Addition	Addition Area (sf)	Total of Environmental Hazards Assessment Cost Estimates	
		Renovation	Demolition
1929 Academic	14,616	\$47,661.60	\$34,661.60
1947 Gym	7,651	\$24,065.10	\$24,065.10
1954 Cafe	1,511	\$6,501.10	\$6,501.10
1956 Primary	9,873	\$50,487.30	\$50,487.30
1980 Library	4,005	\$10,600.50	\$10,600.50
<b>Total</b>	<b>37,656</b>	<b>\$139,315.60</b>	<b>\$126,315.60</b>
<b>Total with Regional Cost Factor (98.78%)</b>	—	<b>\$137,615.95</b>	<b>\$124,774.55</b>
<b>Regional Total with Soft Costs &amp; Contingency</b>	—	<b>\$171,235.94</b>	<b>\$155,257.35</b>

## Environmental Hazards Assessment Cost Estimates

<b>Owner:</b>	Milford Exempted Village
<b>Facility:</b>	Milford Jr High
<b>Date of Initial Assessment:</b>	Aug 22, 2008
<b>Date of Assessment Update:</b>	Apr 28, 2021
<b>Cost Set:</b>	2021

<b>District IRN:</b>	45500
<b>Building IRN:</b>	24752
<b>Firm:</b>	OFCC

**Scope remains unchanged after cost updates.**

Building Addition	Addition Area (sf)	Total of Environmental Hazards Assessment Cost Estimates	
		Renovation	Demolition
1961 Original Construction	55,630	\$197,063.00	\$187,063.00
1962 Classroom Addition	27,914	\$109,991.40	\$109,991.40
1980 Classroom Media Center Addition	10,238	\$15,723.80	\$15,723.80
2010 2010 ELPP Addition	6,532	\$0.00	\$0.00
<b>Total</b>	<b>100,314</b>	<b>\$322,778.20</b>	<b>\$312,778.20</b>
<b>Total with Regional Cost Factor (98.78%)</b>	—	<b>\$318,840.31</b>	<b>\$308,962.31</b>
<b>Regional Total with Soft Costs &amp; Contingency</b>	—	<b>\$396,733.95</b>	<b>\$384,442.72</b>



**Milford EVSD** SCHOOL DISTRICT  
**Clermont** COUNTY  
**4/29/21** DATE

**Milford EVSD (Clermont) - CFAP - Segment 2 - OFCC 7.08.21 CB 8.02.21**

**MASTER PLAN**

<b>Description of Master Plan:</b>	Abate and Demolish Miami Elementary School
	Abate and Demolish Milford Jr High School
	Build new Middle School (154,857SF) to house 1,141 students in grades 6-8

**CFAP ELPP Participant (Segmenting)**

**73% Local Share based on FY'01 (see attached ELPP Agreement dated January, 2002 )**

Step 1. Proposed Segment Cost	\$ 44,144,376
Step 2. ELPP Credit (Estimated)	\$ (1,331,367) <i>(See Note 1)</i>

Proposed segment :

STATE \$	11,559,512	27%
LOCAL \$	31,253,497	73% <i>not including required LFI</i>
TOTAL \$	<u>42,813,009</u>	

Step 3: Adjust Local Share of Proposed Segment to include ELPP Credit & Project Agreement LFIs:

LOCAL \$	31,253,497
ELPP Credit (Est.) \$	<u>-1,331,367</u> <i>(See Note 1)</i>
Adjusted LOCAL Share \$	32,584,864 <i>(See Note 3)</i>

Step 4: Adjusted Proposed Segment Cost After Subtraction of ELPP Credit:

STATE \$	11,559,512
Additional LOCAL Amount Required \$	32,584,864
Reimbursement of ELPP Credit \$	<u>0</u>
TOTAL PROJECT COST	44,144,376

*Note 1: Subject to final reconciliation which may affect final Local Share amount.*

*Note 2: All budget adjustments on co-funded project shall use this percentage share.*

*Note 3: Additional amount required (if positive number) or Amount to be reimbursed by State (if negative number)*

*Note 4: Project Agreement LFIs only.*

*Note 5: Total LOCAL share required for participation.*

06/01/13

# ELPP Close Out Credit Amendment

District: Milford EVSD

Date: 8-Jul-21

County: Clermont

## Description of ELPP Project:

New Elementary School - Original ELPP Credit: \$10,718,056.07

New Elementary School - Original ELPP Credit: \$10,670,754.96

New Elementary School - Original ELPP Credit: \$10,963,963.49

New Elementary School - Original ELPP Credit: \$10,427,285.24

Addition/Renovations to Milford Jr High School - Previously Amended ELPP Credit: \$1,331,366.79

Addition/Renovations to Milford High School - Previously Amended ELPP Credit: \$25,961,596.18

**Total Previously Amended ELPP Credit = \$70,073,022.73**

## Reason for Amendment:

Addition/Renovations to Milford Jr High School. New MS built separate as result original ELPP addition less than 350. New Amended ELPP Credit \$0.00

**Total ELPP Credit Adjustment = (\$1,331,366.79)**

## Final Amended ELPP Credit:

New Elementary School - Original ELPP Credit: \$10,718,056.07

New Elementary School - Original ELPP Credit: \$10,670,754.96

New Elementary School - Original ELPP Credit: \$10,963,963.49

New Elementary School - Original ELPP Credit: \$10,427,285.24

Addition/Renovations to Milford Jr High School - Amended ELPP Credit: \$0.00

Addition/Renovations to Milford High School - Previously Amended ELPP Credit: \$25,961,596.18

**Total Final Amended ELPP Credit = \$68,741,655.90**

## Credit Adjustment:

Original ELPP Credit

\$70,073,023

Credit Adjustment

-\$1,331,367

Amended ELPP Credit

\$68,741,656



Chief of Planning

5/5/2021

Date





# Milford EVSD New Middle School



## POR/SCHEMATIC DESIGN REVIEW

OHIO FACILITIES CONSTRUCTION COMMISSION  
CLASSROOM FACILITIES ASSISTANCE PROGRAM

Prepared by:  
Connie McCarthy Project Consulting



SUBMITTED FEBRUARY 2023

MILFORD EXEMPTED VILLAGE SCHOOL DISTRICT  
NEW MIDDLE SCHOOL  
POR/SCHEMATIC PHASE SUBMISSION  
February 2023  
Submitted by: Conger Construction Group / CMPC  
Construction Manager at Risk

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- 2 Master Plan Summary
- 3 Program of Requirements
- 4 Estimate / Budget Analysis
- 5 LEED
- 6 Project Schedule
- 7 POR / SD Phase Compliance Reviews  
Design Review Comments
- 8 Variance Requests
- 9 Technology Phase Submission Form
- 10 Local Initiative Memorandum of Understanding



# SECTION 1

## Phase Submission Form & Board Resolution



# Phase Submission Form (K-12 School Project)

## State of Ohio Standard Forms and Documents

**TO:** Paul Motylinski, Project Contact  
**FROM:** Conger Construction Group, CM Firm/Owner Agent  
**RE:** Milford EVSD, School District  
New Middle School, Building Name  
**DATE:** 2/23/2023

<i>PHASE</i>			
Program of Requirements	Schematic Design	Design Development	Construction Documents
<input checked="" type="checkbox"/> Phase Submission Requirements Checklist	<input checked="" type="checkbox"/> Phase Submission Requirements Checklist	<input type="checkbox"/> Phase Submission Requirements Checklist	<input type="checkbox"/> Phase Submission Requirements Checklist
<input checked="" type="checkbox"/> Board Resolution	<input checked="" type="checkbox"/> Board Resolution	<input type="checkbox"/> Board Resolution	<input type="checkbox"/> Board Resolution
<input checked="" type="checkbox"/> Master Plan Summary (OFCC Spreadsheet)	<input checked="" type="checkbox"/> Project Budget/Cost Estimate Building & District wide	<input type="checkbox"/> Project Budget/Cost Estimate a) Building & District wide	<input type="checkbox"/> Project Budget/Cost Estimate a) Building & District wide
<input checked="" type="checkbox"/> Bracketing Forms and Summary of Renovations	<input checked="" type="checkbox"/> Plans & Specifications	<input type="checkbox"/> Plans & Specifications	<input type="checkbox"/> Plans & Specifications
<input checked="" type="checkbox"/> CM Eval. Of Project Budget	<input checked="" type="checkbox"/> LEED LEED Point Checklist EPA Target Finder Parametric Modeling Evid. Monthly Energy Consumpt. Annual Energy Consumpt. Monthly Peak Demand Annual peak Demand Narrative of Use of LEED \$	<input type="checkbox"/> LEED LEED Point Checklist EPA Target Finder Parametric Modeling Evid. Monthly Energy Consumpt. Annual Energy Consumpt. Monthly Peak Demand Annual peak Demand Narrative of Use of LEED \$	<input type="checkbox"/> LEED LEED Point Checklist EPA Target Finder Parametric Modeling Evid. Monthly Energy Consumpt. Annual Energy Consumpt. Monthly Peak Demand Annual peak Demand Narrative of Use of LEED \$ USGBC Design Review Com.
<input checked="" type="checkbox"/> Schedules Design Project	<input checked="" type="checkbox"/> Schedule	<input type="checkbox"/> Schedule	<input type="checkbox"/> Schedule
<input checked="" type="checkbox"/> CM's Design Manual Compliance Comments	<input checked="" type="checkbox"/> All comments on previous phase incorporated	<input type="checkbox"/> All comments on previous phase incorporated	<input type="checkbox"/> All comments on previous phase incorporated
<input checked="" type="checkbox"/> Variance Requests	<input checked="" type="checkbox"/> CM's Design Manual Compliance Comments	<input type="checkbox"/> CM's Design Manual Compliance Comments	<input type="checkbox"/> CM's Design Manual Compliance Comments
	<input checked="" type="checkbox"/> Variance Requests	<input type="checkbox"/> Variance Requests	<input type="checkbox"/> Variance Requests
	<input checked="" type="checkbox"/> Executed Project Agreement	<input type="checkbox"/> Constructability Review	<input type="checkbox"/> Constructability Review
	<input checked="" type="checkbox"/> Technology Phase Sub. Form	<input type="checkbox"/> CM's Bid Packaging Plan	<input type="checkbox"/> CM's Bid Packaging Plan
			<input type="checkbox"/> Evidence of Code Compliance with Approval Stamps
			<input type="checkbox"/> OEPA Water System Plan Approval for Well Water
	<input checked="" type="checkbox"/> Water Bottle Fillers per ORC Section 3318.038 (funded after April 12, 2021)	<input type="checkbox"/> Water Bottle Fillers per ORC Section 3318.038 (funded after April 12, 2021)	<input type="checkbox"/> Water Bottle Fillers per ORC Section 3318.038 (funded after April 12, 2021)
<input checked="" type="checkbox"/> Site Evaluation Checklist	<input checked="" type="checkbox"/> Transmittal Letter of School District Site Drawings to ODOT	<input type="checkbox"/> A/E Justification Letter for Limited Product Manufacturer / Material	<input type="checkbox"/> A/E Justification Letter for Limited Product Manufacturer / Material
<input checked="" type="checkbox"/> LFI MOU w/ Completed Form A102 or A103	<input checked="" type="checkbox"/> LFI MOU w/ Completed Form A102 or A103	<input type="checkbox"/> LFI MOU w/ Completed Form A102 or A103	<input type="checkbox"/> LFI MOU w/ Completed Form A102 or A103
	<input checked="" type="checkbox"/> Mid SD design review	<input type="checkbox"/> Technology Phase Sub. Form	<input type="checkbox"/> Technology Phase Sub. Form

# Phase Submission Form (K-12 School Project)

## State of Ohio Standard Forms and Documents

<input type="checkbox"/> Other:	meeting <input type="checkbox"/> Other:	<input type="checkbox"/> Other:	<input type="checkbox"/> Other:
---------------------------------	--	---------------------------------	---------------------------------

**School District:** Milford Exempted Village SD      **Building Name:** New Middle School

**Phase:**

POR                     
  SD                     
  DD                     
  CD

The undersigned has reviewed the documents listed above, incorporated all previous review comments, and certifies them to be sufficient and adequate for the referenced stage of design and in conformance with the Design Manual and policies with the exception of any approved variance. The undersigned certifies that the specifications contain a minimum of three manufacturers for products and building systems, except where an Architect Justification Letter explains the basis for a more restrictive specification.

The undersigned certifies that for projects funded after April 12, 2021, water bottle fillers complying with ORC Section 3318.038 have been provided and shown on the drawings.

\_\_\_\_\_  
**Architect** \_\_\_\_\_  
**Date**

The undersigned has reviewed the documents listed above, incorporated all previous review comments, and certifies them to be in conformance with the Design Manual and policies with the exception of any approved variance.

\_\_\_\_\_  
**Construction Manager/Owner Agent** \_\_\_\_\_  
**Date**

The undersigned has received the documents listed above and, based upon the certification of the Architect and Construction Manager, and appropriate resolution of the Board of Education, approves them for submission to the Commission.

\_\_\_\_\_  
**School District** \_\_\_\_\_  
**Date**

In reliance upon the certifications of the Architect and Construction Manager/Owner Agent, and based upon reasonable inquiry and review, the undersigned indicates as marked below:

- Approves phase submittals to be in conformance with the phase submission requirements.
- Approved as noted, based upon the incorporation of the attached review comments dated
- Rejects

\_\_\_\_\_  
**Ohio Facilities Construction Commission** \_\_\_\_\_  
**Date**

**Distribution of Signed Document to:**  
 Design Architect



**Phase Submission Form (K-12 School Project)**  
**State of Ohio Standard Forms and Documents**

Construction Manager/Owner Agent  
School District Superintendent  
Project File



# SECTION 2

## Master Plan Summary



Master Plan Name Milford EVSD - Clermont - CFAP Segment 2 - OFCC 7-08-21 CB 8-02-21  
 Program CFAP 2014-08-13 2 (Active)  
 Rank 442  
 School District Milford Exempted Village School District  
 School District IRN 45500  
 County Clermont County  
 Cost Region 1 (New Construction Cost Factor: 98.78%)  
 Cost Set 2021 (for everything)  
 Bracketing Set 2021  
 Educational Planner FutureThink

Projected Enrollment (10 Yr)

Grade	2025-2026	Grade Configurations		
		Grades	Total	Placed
PK	107			
K	460	PK-12	6254	6254
1	482	PK-5	2987	2987
2	479	6-8	1488	1488
3	475	9-12	1779	1779
4	504	PK-8	4475	4475
5	480	6-12	3267	3267
6	503	CT	166	166
7	483			
8	502			
9	514			
10	505			
11	376			
12	384			
CT Offsite	12			
CT Low Bay Comprehensive	154			
CT High Bay Comprehensive	0			
CT Low Bay Onsite	0			
CT High Bay Onsite	0			
<b>Total</b>	<b>6420</b>			

Project Scope:

CFAP Segment 2 scope:  
 Allowance to Abate / Demolish Miami Elementary School  
 Allowance to Abate / Demolish Milford Jr High School  
 Build new Middle School (154,857SF) to house 1141 students in grades 6-8.

Master Planner Commentary:

The District has elected to build a new Milford MS as a stand alone building, rather than an addition to the Milford Jr HS which was previous presented to the OFCC. As the prior ELPP scope at the Jr HS resulted in a 6,532SF addition for 36 students, which is less than the 350 required. As a result the ELPP close out agreement is being Amended to deduct \$1,331,366.79 of previously awarded ELPP Credits.  
 A Site Access Safety Allowance has been included for new Milford MS.  
 An Emergency Responder Radio Coverage System Allowance has been included for new Milford MS.  
 Build new McCormick; Meadowview; Mulberry; Pattison Elementary Schools; no action as they were completed under the Phase 1 of districts participation in the Expedited Local Partnership Program  
 Build new Boyd E. Smith; Charles L. Speipelt Elementary Schools; no action as they were completed under the Classroom Facilities Assistance Program, Segment one.  
 Demolish and abate at Milford South Elementary School and Renovations to Milford High School, are no action as the District has elected to reserve this scope for a future Segment.  
 The project budget for new buildings or building additions shown on this plan anticipates attaining the USGBC LEED For Schools (U.S. Green Building Council, Leadership in Energy and Environmental Design) Silver (with a preference for attaining points in the Energy and Atmosphere category).  
 \$0.01 added to Milford Jr HS Renovation budget to remedy IT database issue.

Building	Allowance
New Middle	Site Access Safety Improvement Allowance \$300,000.00
New Middle	Emergency Responder Radio Coverage Systems for 154,857 SF \$154,857.00

Milford EVSD - Clermont - CFAP Segment 2 - OFCC 7-08-21 CB 8-02-21 master plan for Milford Exempted Village School District of Clermont County (45500)

Building	Miami Elem Master Planning Considerations			Milford Jr High Master Planning Considerations			New Middle			
	Classroom Facilities Assistance Program (CFAP)			Classroom Facilities Assistance Program (CFAP)						
Program	[2021]			[2021]						
Cost Set	Resource International, Inc.			Resource International, Inc.						
Assessing Consultant	Elementary			Middle			Middle			
Type	6.00			28.00						
Acres	K-4			7-8						
Grades Housed	321			963						
Current Enrollment										
Additions to Demolish	<input type="checkbox"/>	1929	Academic	14,616 ft²	<input checked="" type="checkbox"/>	1961 Original Construction	75%	55,630 ft²		
	<input type="checkbox"/>	1947	Gym	7,651 ft²	<input checked="" type="checkbox"/>	1962 Classroom Addition	72%	27,914 ft²		
	<input type="checkbox"/>	1954	Cafe	1,511 ft²	<input checked="" type="checkbox"/>	1980 Classroom Media Center Addition	65%	10,238 ft²		
	<input type="checkbox"/>	1956	Primary	9,873 ft²	<input type="checkbox"/>	2010 2010 ELPP Addition	0%	6,532 ft²		
	<input type="checkbox"/>	1980	Library	4,005 ft²						
Grades Housed - Proposed				9-12			6-8			
Projected Enrollment				36			1141			
CT Projected Enrollment										
Scope of Work	Abate/Demolish			No Action ELPP / Abate Demo			Build New			
CEFPI Rating	Borderline			Borderline						
Existing ft²	37,656			6,532						
Cost/ft² (DM)	\$308.59			\$309.47						
Cost to Replace	\$11,620,265.04			\$2,021,458.04			\$0.00			
Cost to Renovate	\$7,639,571.10									
Reprogramming	\$0.00			\$0.00						
Renovate+Replace	66%			0%						
Right Replacement				\$1,997,589.60						
Right Ratio				43%						
Addition Required	No			No			No			
	Addition ft²			Addition ft²			New ft²			
Proposed Enrollment	Students	sf/Student	sf required	Students	sf/Student	sf required	Students	sf/Student	sf required	
Elementary (PK-K)	x	=	0	x	=	0	x	=	0	
Elementary (PK-5)	x	=	0	x	=	0	x	=	0	
Middle (6-8)	x	=	0	x	=	0	1,141	x	135.72	
High (9-12)	x	=	0	36	x	180.00	x	=	6,480	
Career Technical Core Space	x	=	0	x	=	0	x	=	0	
Total ft² Required				6,480			154,857			
ft² Existing	37,656			6,532						
Large Group Restroom Fixture Replacement	No			No			No			
Comprehensive Vocational	No			No			No			
Oversized ft²										
Less Oversized ft²	37,656			6,532						
CT ft² Existing										
CT ft² Not Programmed										
Less CT ft²	37,656			6,532						
Addition ft²	-37,656						154,857			
Cost per ft²	see below			see below			see below			
Total Addition Cost										
	Cost of Additions			Cost of Additions			Cost to Rebuild			
	SF Required	\$/SF	Cost	SF Required	\$/SF	Cost	SF Required	\$/SF	Cost	
Elementary (PK-5)	x	=	\$0.00	x	=	\$0.00	0	x	=	\$0.00
Middle (6-8)	x	=	\$0.00	x	=	\$0.00	154,856.52	x	\$274.40	\$42,492,629.09
High (9-12)	x	=	\$0.00	x	=	\$0.00	0	x	=	\$0.00
Career Technical Program Space										
CT Existing ft²										
CT New ft²										
CT Total ft²										
CT Program Total	\$0.00			\$0.00			\$0.00			
Total Proposed ft²				6,532			154,857			
Total to Rebuild	\$0.00			\$0.00			\$42,492,629.09			
Total to Rebuild All Buildings										
Cost to Reno & Reprogram							\$0.00			
Total Addition Cost										
Total Career Technical	\$0.00			\$0.00			\$0.00			
Project Cost	\$0.00						\$42,492,629.09			
Asbestos Abatement	\$155,257.35			\$384,442.72			\$0.00			
Demolition	\$188,280.00			\$468,910.00			\$0.00			
Exclude Storm Shelter							Exclude Storm Shelter			
Specific Allowance	\$0.00			\$0.00			\$454,857.00			
Total Building Cost	\$343,537.35			\$853,352.72			\$42,947,486.09			
Page Subtotal				\$44,144,376.16						
General Allowance				\$0.00						
Project Agreement LFI				\$0.00						
Co-Funded Project				\$44,144,376.16						
Total Project Cost				\$44,144,376.16						

Building Summary - Miami Elem (24380)

<b>District:</b> Milford Exempted Village				<b>County:</b> Clermont		<b>Area:</b> Southwestern Ohio (1)	
<b>Name:</b> Miami Elem				<b>Contact:</b> Mr. Robert G. Tracy			
<b>Address:</b> 1039 State Route 28 Milford, OH 45150				<b>Phone:</b> 513-831-9690			
<b>Bldg. IRN:</b> 24380				<b>Date Prepared:</b> 2013-04-08		<b>By:</b> Robert Hart	
				<b>Date Revised:</b> 2018-04-09		<b>By:</b> Chris Colotto	
Current Grades		K-4	Acreage:		6.00		
Proposed Grades		N/A	Teaching Stations:		27		
Current Enrollment		321	Classrooms:		20		
Projected Enrollment		N/A					
Addition		Date	HA	Number of Floors	Current Square Feet		
Academic	1929	2		2	14,616		
Gym	1947	2		2	7,651		
Cafe	1954	2		1	1,511		
Primary	1956	2		1	9,873		
Library	1980	2		1	4,005		
<b>Total</b>				<b>37,656</b>			
*HA =		Handicapped Access					
*Rating =		1 Satisfactory					
		2 Needs Repair					
		3 Needs Replacement					
*Const P/S =		Present/Scheduled Construction					
FACILITY ASSESSMENT				Rating		Dollar Assessment	
Cost Set: 2021							
A. Heating System		3		\$1,513,771.20		-	
B. Roofing		3		\$442,530.80		-	
C. Ventilation / Air Conditioning		1		\$0.00		-	
D. Electrical Systems		3		\$901,861.20		-	
E. Plumbing and Fixtures		3		\$64,500.00		-	
F. Windows		3		\$93,408.00		-	
G. Structure: Foundation		1		\$0.00		-	
H. Structure: Walls and Chimneys		2		\$192,743.50		-	
I. Structure: Floors and Roofs		1		\$0.00		-	
J. General Finishes		3		\$977,181.60		-	
K. Interior Lighting		3		\$244,764.00		-	
L. Security Systems		3		\$144,975.60		-	
M. Emergency/Egress Lighting		3		\$37,656.00		-	
N. Fire Alarm		3		\$92,257.20		-	
O. Handicapped Access		3		\$308,401.20		-	
P. Site Condition		2		\$167,110.50		-	
Q. Sewage System		1		\$0.00		-	
R. Water Supply		1		\$0.00		-	
S. Exterior Doors		3		\$2,500.00		-	
T. Hazardous Material		3		\$139,315.60		-	
U. Life Safety		2		\$158,199.20		-	
V. Loose Furnishings		3		\$244,764.00		-	
W. Technology		3		\$489,528.00		-	
X. Construction Contingency / Non-Construction Cost		-		\$1,518,457.38		-	
<b>Total</b>						<b>\$7,733,924.98</b>	
<b>Suitability Appraisal Summary</b>							
<b>Section</b>				<b>Points Possible</b>		<b>Points Earned</b>	
				<b>Percentage</b>		<b>Rating Category</b>	
Cover Sheet				---		---	
1.0 The School Site				100		51	
2.0 Structural and Mechanical Features				200		98	
3.0 Plant Maintainability				100		56	
4.0 Building Safety and Security				200		124	
5.0 Educational Adequacy				200		103	
6.0 Environment for Education				200		92	
LEED Observations				---		---	
Commentary				---		---	
<b>Total</b>				<b>1000</b>		<b>524</b>	
				<b>52%</b>		<b>Borderline</b>	
<b>C=Under Contract</b>							
Existing Square Feet							
Cost per Sq. Ft.				<b>\$0.00</b>			
Renovation Cost Factor				<b>98.78%</b>			
Cost to Renovate (Cost Factor applied)				<b>\$0.00</b>			
Reprogramming Cost				<b>\$0.00</b>			
Cost to Renovate w/ Reprogramming				<b>\$0.00</b>			
Cost to Replace				<b>\$0.00</b>			
Renovate/Replace				<b>N/A</b>			
<i>These calculations are for the case where none of the Building's Additions are slated for demolition. If the Master Plan suggests partial demolition of this Building, the Master Plan will very probably show a different Renovate/Replace ratio, which is representative of the Building without the demolished additions.</i>							

**Building Component Information - Milford Exempted Village (45500) - Miami Elem (24380)**

<b>Addition</b>	<b>Auditorium Fixed Seating</b>	<b>Corridors</b>	<b>Agricultural Education Lab</b>	<b>Primary Gymnasium</b>	<b>Media Center</b>	<b>Vocational Space</b>	<b>Student Dining</b>	<b>Kitchen</b>	<b>Natorium</b>	<b>Indoor Tracks</b>	<b>Adult Education</b>	<b>Board Offices</b>	<b>Outside Agencies</b>	<b>Auxiliary Gymnasium</b>
Academic (1929)		3136					651	984						
Gym (1947)		342		3510										
Cafe (1954)							1302							
Primary (1956)		870												
Library (1980)		718			1897									
<b>Total</b>	<b>0</b>	<b>5,066</b>	<b>0</b>	<b>3,510</b>	<b>1,897</b>	<b>0</b>	<b>1,953</b>	<b>984</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Master Planning Considerations</b>														

Main Assessment Menu - Milford Exempted Village (45500) - Milford Jr High (24752)

Building Summary - Milford Jr High (24752)

<b>District:</b> Milford Exempted Village				<b>County:</b> Clermont		<b>Area:</b> Southwestern Ohio (1)		
<b>Name:</b> Milford Jr High				<b>Contact:</b> Rob Dunn				
<b>Address:</b> 5735 Wolfpen - Pleasant Hill Road Milford, OH 45150				<b>Phone:</b> 513-831-1900				
<b>Bldg. IRN:</b> 24752				<b>Date Prepared:</b> 2008-08-22		<b>By:</b> Tim Bockbrader		
				<b>Date Revised:</b> 2018-04-09		<b>By:</b> Chris Colotto		
Current Grades	7-8	Acreage:	28.00	<b>Sustainability Appraisal Summary</b>				
Proposed Grades	N/A	Teaching Stations:	49					
Current Enrollment	963	Classrooms:	32					
Projected Enrollment	N/A							
				<b>Section</b>	<b>Points Possible</b>	<b>Points Earned</b>	<b>Percentage</b>	<b>Rating Category</b>
<b>Addition</b>				Cover Sheet	—	—	—	—
Date	HA	Number of Floors	Current Square Feet	1.0 The School Site	100	74	74%	Satisfactory
Original Construction	1961	2	55,630	2.0 Structural and Mechanical Features	200	79	40%	Poor
Classroom Addition	1962	2	27,914	3.0 Plant Maintainability	100	47	47%	Poor
Classroom Media Center Addition	1980	2	10,238	4.0 Building Safety and Security	200	119	60%	Borderline
2010 ELPP Addition	2010	1	6,532	5.0 Educational Adequacy	200	63	32%	Poor
<b>Total</b>				6.0 Environment for Education	200	109	55%	Borderline
				LEED Observations	—	—	—	—
				Commentary	—	—	—	—
				<b>Total</b>	<b>1000</b>	<b>491</b>	<b>49%</b>	<b>Borderline</b>
				<b>C=Under Contract</b>				
				Existing Square Feet				6,532
				Cost per Sq. Ft.				\$309.47
				Renovation Cost Factor				98.78%
				Cost to Renovate (Cost Factor applied)				\$0.00
				Reprogramming Cost				\$0.00
				Cost to Renovate w/ Reprogramming				\$0.00
				Cost to Replace				\$2,021,458.04
				Renovate/Replace				0.00%
				<i>[These calculations are for the case where none of the Building's Additions are slated for demolition. If the Master Plan suggests partial demolition of this Building, the Master Plan will very probably show a different Renovate/Replace ratio, which is representative of the Building without the demolished additions.]</i>				
<b>FACILITY ASSESSMENT</b>								
Cost Set: 2021				Rating	Dollar Assessment			
A.	Heating System	3	\$3,770,036.40					
B.	Roofing	3	\$1,212,255.20					
C.	Ventilation / Air Conditioning	2	\$51,891.00					
D.	Electrical Systems	3	\$2,246,078.90					
E.	Plumbing and Fixtures	2	\$766,774.00					
F.	Windows	3	\$1,314,824.45					
G.	Structure: Foundation	1	\$0.00					
H.	Structure: Walls and Chimneys	2	\$176,152.00					
I.	Structure: Floors and Roofs	1	\$0.00					
J.	General Finishes	3	\$2,671,063.06					
K.	Interior Lighting	3	\$609,583.00					
L.	Security Systems	3	\$361,060.70					
M.	Emergency/Egress Lighting	3	\$93,782.00					
N.	Fire Alarm	3	\$229,765.90					
O.	Handicapped Access	3	\$447,946.40					
P.	Site Condition	3	\$1,120,211.60					
Q.	Sewage System	1	\$0.00					
R.	Water Supply	2	\$4,000.00					
S.	Exterior Doors	3	\$101,000.00					
T.	Hazardous Material	3	\$322,778.20					
U.	Life Safety	3	\$305,102.40					
V.	Loose Furnishings	3	\$515,801.00					
W.	Technology	3	\$844,038.00					
X.	Construction Contingency / Non-Construction Cost	-	\$4,193,251.92					
<b>Total</b>					\$21,357,396.13			

**Building Component Information - Milford Exempted Village (45500) - Milford Jr High (24752)**

Addition	Auditorium Fixed Seating	Corridors	Agricultural Education Lab	Primary Gymnasium	Media Center	Vocational Space	Student Dining	Kitchen	Natatorium	Indoor Tracks	Adult Education	Board Offices	Outside Agencies	Auxiliary Gymnasium
Original Construction (1961)		10237		8421		945	2500	923						
Classroom Addition (1962)		7248												
Classroom Media Center Addition (1980)		1359			2926									
2010 ELPP Addition (2010)		1409												
<b>Total</b>	<b>0</b>	<b>20,253</b>	<b>0</b>	<b>8,421</b>	<b>2,926</b>	<b>945</b>	<b>2,500</b>	<b>923</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Master Planning Considerations</b>	POST ASSESSMENT NOTE - RPC ASSESSMENT INCLUDING ELPP SCOPE OF WORK REMOVED. There appear to be no limiting factors in regard to future expansion of this building. The 1980 Addition has a water main line running under this portion of the building, and the District has reported water leaking in this area. Two separate detached structures are located at the football field, which are used for athletics storage and practice facilities. The overall site is shared with the High School.													



Specific Allowances for Master Plan Milford EVSD - Clermont - CFAP Segment 2 - OFCC 7-08-21 CB 8-02-21 - Milford Exempted Village

<a href="#">Return To MasterPlan</a>						
<b>Specific Allowances</b>						
<b>Building</b>	<b>Category</b>	<b>Name</b>	<b>Amount</b>	<b>Comments</b>	<b>Cost Column</b>	<b>Include in Right Ratio</b>
[New Middle]	Site Development	Site Access Safety Improvement Allowance	\$300,000.00	Allowance for Site Access Safety Improvement in the amount of \$300,000.00	Base CM & A/E Services	no
[New Middle]	ERRCS	Emergency Responder Radio Coverage Systems for 154,857 SF	\$154,857.00		Base CM & A/E Services	yes
<b>Total</b>			<b>\$454,857.00</b>			
<a href="#">Return To MasterPlan</a>						



# SECTION 3

## Program of Requirements



CHAPTER 2: BRACKETING

**SUMMARY OF SPACES**

Previously, changes or additions made during the annual update of the Design Manual have been "***bolded and italicized***" for easy identification. Changes have been made to the formulas on this sheet which have not been bolded and italicized. The user is advised to carefully review all information.

EXAMPLES	450	600	750	1000	1500	2000 Students
	Students	Students	Students	Students	Students	Students
	SF	SF	SF	SF	SF	SF
Grade Configuration: 6-8						
Number of Students	450	600	750	1,000	1,500	2,000
Square Feet Per Student	151.00	142.88	141.00	140.37	127.83	119.45
<b>Total Gross Square Feet Funded</b>	<b>67,950</b>	<b>85,725</b>	<b>105,750</b>	<b>140,370</b>	<b>191,742</b>	<b>238,908</b>
<b>PROGRAM AREA</b>						
M-AC Academic Core Spaces	19,480	25,980	31,380	41,980	60,940	79,510
M-SE Special Education Spaces	1,750	2,350	3,700	4,000	4,900	6,650
M-AD Administrative Spaces	2,282	2,750	3,380	4,190	5,530	6,140
M-MC Media Center Spaces	2,755	3,433	4,105	4,980	6,870	8,620
M-VA Visual Arts Spaces	1,400	1,450	2,700	2,900	4,250	5,600
M-MU Music Spaces	1,600	2,900	3,000	4,400	5,800	5,800
M-TE Technology Education Spaces	1,450	1,450	2,750	4,050	4,200	5,600
M-FCS Family and Consumer Science Space	0	1,200	1,200	1,200	2,400	2,400
M-PE Physical Education Spaces	9,300	9,825	10,600	16,575	20,050	22,250
M-SD Student Dining Spaces	4,150	4,300	5,812	7,180	9,980	12,830
M-FS Food Service Spaces	1,790	2,315	2,840	3,855	5,605	7,355
M-CU Custodial Spaces	300	400	500	700	900	900
M-BS Building Services	14,960	18,876	23,304	30,449	41,315	51,577
<b>Facility Total</b>	<b>61,217</b>	<b>77,229</b>	<b>95,270</b>	<b>126,459</b>	<b>172,740</b>	<b>215,232</b>
Construction Factor	0.11	0.11	0.11	0.11	0.11	0.11
<b>Gross Square Feet Developed</b>	<b>67,951</b>	<b>85,725</b>	<b>105,750</b>	<b>140,370</b>	<b>191,742</b>	<b>238,908</b>

<b>Worksheet Summary</b>			
Enter Grade Configuration:	6-8		
Enter Student Enrollment	1,600		
Square Feet Per Student from Page 2000-3	125.73		
<b>Total Gross Square Feet Funded</b>	<b>201,175</b>		
<b>SELECT ONE</b> <input type="radio"/> Single or Two Story <input checked="" type="radio"/> 3 Stories or greater			
Vert. Cir. Area Allowance (3 Stories or greater)	1,746		
<b>Total Adjusted POR Gross Square Footage</b>	<b>202,921</b>		
<b>PROGRAM AREA</b>			
	New SF	Exst. SF*	TOTAL SF
M-AC Academic Core Spaces	69,670	0	69,670
M-SE Special Education Spaces	7,140	0	7,140
M-AD Administrative Spaces	6,170	0	6,170
M-MC Media Center Spaces	5,120	0	5,120
M-VA Visual Arts Spaces	4,200	0	4,200
M-MU Music Spaces	5,960	0	5,960
M-TE Technology Education Spaces	2,900	0	2,900
M-FCS Family and Consumer Science Space	0	0	0
M-PE Physical Education Spaces	22,250	0	22,250
M-SD Student Dining Spaces	9,980	0	9,980
M-FS Food Service Spaces	5,815	0	5,815
M-CU Custodial Spaces	500	0	500
M-BS Building Services	46,751	0	46,751
<b>Facility Total</b>	<b>186,456</b>	<b>0</b>	<b>186,456</b>
Construction Factor (11% multiplied by the facility total)	0.11	na	na
<b>Gross Square Feet (GSF) Developed</b>	<b>206,774</b>	<b>0</b>	<b>206,774</b>
Minus exst. co-funded Oversize Area from Master Facility Plan		0	-
Adjusted Existing Area		0	-
<b>Total Adjusted GSF Developed (without Oversize Area)</b>			<b>206,774</b>
Difference of GSF developed from GSF allowable			-3,852

Vertical Circulation (3 Stories or greater) refers only to stairways/stairtowers, monumental stairs, elevators and elevator equipment rooms.

See Note 1  
See Note 2

<b>Worksheet Summary Notes</b>	
Number	Notes:
1	Existing Gross Square Feet taken from master facility plan.
2	Oversize Area also taken from master facility plan.
*	The Existing SF column is used in projects where there are to be building additions or renovations.

The following school size examples illustrate the suggested instructional and support spaces  
 The examples are intended to assist in the planning, design, and development of the summary of spaces

EXAMPLE		450 Students			600 Students			750 Students		
Space		Qty	SF	Area	Qty	SF	Area	Qty	SF	Area
M-AC-1	Middle School Classroom	15	900	13,500	18	900	16,200	24	900	21,600
M-AC-2	Project Laboratory	3	1,100	3,300	6	1,100	6,600	6	1,100	6,600
M-AC-3	Sci/Tech/Eng/Math/Computer Lab	1	1,000	1,000	1	1,000	1,000	1	1,000	1,000
M-AC-4	Teacher Prep Area/Workroom	3	300	900	3	300	900	3	300	900
M-AC-5	Individual Restroom	3	60	180	3	60	180	3	60	180
M-AC-6	Instructional Material Storage	3	200	600	3	200	600	3	200	600
M-AC-7	Small Group Room	0	150	0	0	150	0	0	150	0
M-AC-7a	Small Group Room	0	150	0	3	167	500	3	167	500
M-AC-8	Multi-use Studio	0	1,500	0	0	1,500	0	0	1,500	0
M-AC-9	Kinesthetic Learning Studio	0	1,200	0	0	1,200	0	0	1,200	0
<b>Academic Core Total</b>				<b>19,480</b>			<b>25,980</b>			<b>31,380</b>

See note 1  
 See note 1  
 See note 1

EXAMPLE		1000 Students			1500 Students			2000 Students		
Space		Qty	SF	Area	Qty	SF	Area	Qty	SF	Area
M-AC-1	Middle School Classroom	36	900	32,400	54	900	48,600	72	900	64,800
M-AC-2	Project Laboratory	6	1,100	6,600	8	1,100	8,800	9	1,100	9,900
M-AC-3	Sci/Tech/Eng/Math/Computer Lab	1	1,000	1,000	1	1,000	1,000	1	1,000	1,000
M-AC-4	Teacher Prep Area/Workroom	3	300	900	4	300	1,200	6	300	1,800
M-AC-5	Individual Restroom	3	60	180	4	60	240	6	60	360
M-AC-6	Instructional Material Storage	3	200	600	4	200	800	6	200	1,200
M-AC-7	Small Group Room	2	150	300	2	150	300	3	150	450
M-AC-7a	Small Group Room	0	150	0	0	150	0	0	150	0
M-AC-8	Multi-use Studio	0	1,500	0	0	1,500	0	0	1,500	0
M-AC-9	Kinesthetic Learning Studio	0	1,500	0	0	1,700	0	0	2,000	0
<b>Academic Core Total</b>				<b>41,980</b>			<b>60,940</b>			<b>79,510</b>

See note 1  
 See note 1  
 See note 1

<b>Academic Core Worksheet</b>										
Space		New SF			Existing SF			TOTAL SF		
		Qty	SF	Area	Qty	SF	Area	Qty	SF	Area
M-AC-1	Classroom - Grade 6	12	810	9,720	0	0	0	12	varies	9,720
M-AC-1	Classroom - Grade 7	12	810	9,720	0	0	0	12	varies	9,720
M-AC-1	Classroom - Grade 8	12	810	9,720	0	0	0	12	varies	9,720
M-AC-1	Classroom - Academy	6	810	4,860	0	0	0	6	varies	4,860
M-AC-1	Classroom - Elective	9	810	7,290	0	0	0	9	varies	7,290
M-AC-2	Project Lab - Science	12	1,100	13,200	0	0	0	12	varies	13,200
M-AC-2	Project Lab - Elective	2	1,100	2,200	0	0	0	2	varies	2,200
M-AC-2	Project Lab - Flex	2	1,200	2,400	0	0	0	2	varies	2,400
M-AC-3	Sci/Tech/Eng/Math/Computer Lab	0	1,000	0	0	0	0	0	varies	0
M-AC-4	Teacher Prep	4	500	2,000	0	0	0	4	varies	2,000
M-AC-5	Restroom	6	60	360	0	0	0	6	varies	360
M-AC-6	Instructional Material Storage	5	200	1,000	0	0	0	5	varies	1,000
M-AC-7	Small Group Room	0	150	0	0	0	0	0	varies	0
M-AC-7a	Small Group Room	0	150	0	0	0	0	0	varies	0
M-AC-8	Multi-use Studio	0	1,500	0	0	0	0	0	varies	0
M-AC-9	Extended Learning Area	12	600	7,200	0	0	0	12	varies	7,200
<b>Academic Core Total</b>				<b>69,670</b>			<b>0</b>			<b>69,670</b>

See note 1  
 See note 1  
 See note 1

Academic Core Notes	
Number	Notes
1	Additional M-AC-7a and M-AC-8, M-AC-9 spaces are provided to encourage the development of student centered learning environments as found in Section 1020. Minimum sizes are M-AC-7a=150 SF, M-AC-8=1500 SF, M-AC-9=1200 SF. Use M-AC-7 space plate for M-AC-7a.

CHAPTER 2: BRACKETING

The following school size examples illustrate the suggested instructional and support spaces. The examples are intended to assist in the planning, design, and development of the summary of spaces.

EXAMPLE		450 Students			600 Students			750 Students		
Space		Qty	SF	Area	Qty	SF	Area	Qty	SF	Area
M-SE-1	Self-contained Classroom	1	900	900	1	900	900	2	900	1,800
M-SE-2	Workroom/Conference	1	150	150	1	150	150	2	150	300
M-SE-3	Restroom/Shower	1	100	100	1	100	100	1	100	100
M-SE-4	Special Education/Resource	0	900	0	0	900	0	1	900	900
M-SE-5	Small Self-contained Classroom	1	600	600	2	600	1,200	1	600	600
<b>Special Education Total</b>				<b>1,750</b>	<b>2,350</b>	<b>3,700</b>				

See Note 1  
 See Note 2  
 See Note 3

EXAMPLE		1000 Students			1500 Students			2000 Students		
Space		Qty	SF	Area	Qty	SF	Area	Qty	SF	Area
M-SE-1	Self-contained Classroom	3	900	2,700	3	900	2,700	3	900	2,700
M-SE-2	Workroom/Conference	2	150	300	2	150	300	3	150	450
M-SE-3	Restroom/Shower	1	100	100	1	100	100	2	100	200
M-SE-4	Special Education/Resource	1	900	900	2	900	1,800	3	900	2,700
M-SE-5	Small Self-contained Classroom	0	600	0	0	600	0	1	600	600
<b>Special Education Total</b>				<b>4,000</b>	<b>4,900</b>	<b>6,650</b>				

See Note 1  
 See Note 2  
 See Note 3

Special Education Worksheet										
Space		New SF			Existing SF			TOTAL SF		
		Qty	SF	Area	Qty	SF	Area	Qty	SF	Area
M-SE-1	Self-Contained Classroom	2	810	1,620	0	0	0	2	varies	1,620
M-SE-2	Quiet Room	2	80	160	0	0	0	2	varies	160
M-SE-3	Restroom/Shower	1	100	100	0	0	0	1	varies	100
M-SE-4	Special Education/Resource	6	810	4,860	0	0	0	6	varies	4,860
M-SE-5	Small Self-Contained Classroom	1	400	400	0	0	0	1	varies	400
<b>Special Education Total</b>				<b>7,140</b>	<b>0</b>	<b>7,140</b>				

See Note 1  
 See Note 2  
 See Note 3

Special Education Notes	
Number	Notes:
1	Self-contained classroom(s) could 'house' various special education programs including, but not limited to, cognitive disability, emotional disturbance, multiple disabilities, etc.
2	Workroom/Conference could 'house' orthopedic impairment, autism, speech therapy, occupational therapy, and physical therapy.
3	Special Education/Resource could 'house' cognitive disability, hearing impairment, visual impairment, emotional disturbance, orthopedic impairment, autistic, traumatic, brain injury, learning disability, deaf/blindness, etc. See Chapter 1, Section 1110 for more information.
For student capacities above 2,000 students, areas remain the same or increase proportionally as indicated in the examples.	

Milford EVSD, MILFORD MIDDLE SCHOOL v1  
**ADMINISTRATIVE SPACES**  
**M-AD**

The following school size examples illustrate the suggested instructional and support spaces.  
 The examples are intended to assist in the planning, design, and development of the summary of spaces.

EXAMPLE	Space	450 Students			600 Students			750 Students			
		Qty	SF	Area	Qty	SF	Area	Qty	SF	Area	
M-AD-1	Reception Area	1	200	200	1	300	300	1	400	400	See Note 1
M-AD-2	Secretarial Area	1	200	200	1	300	300	1	400	400	See Note 2
M-AD-3	Principal's Office	1	150	150	1	150	150	1	150	150	
M-AD-4	Assistant Principal's Office	0	120	0	0	120	0	1	120	120	
M-AD-5	Conference Room	1	250	250	1	250	250	1	250	250	
M-AD-6	Mail/Work/Copy Room	1	200	200	1	250	250	1	300	300	See Note 3
M-AD-7	Administrative Storage	1	150	150	1	150	150	1	150	150	
M-AD-8	Vault/Records Storage	1	85	85	1	100	100	1	115	115	See Note 4
M-AD-9	In-school Suspension	1	200	200	1	250	250	1	325	325	See Note 5
M-AD-10	Restroom	1	60	60	1	60	60	1	60	60	
M-AD-11	Guidance Counselor's Office	1	120	120	1	120	120	2	120	240	
M-AD-12	Guidance Records/Storage	0	100	0	1	100	100	1	100	100	
M-AD-13	Parent/Volunteer Room	1	200	200	1	200	200	1	200	200	
M-AD-14	Health Clinic (incl. RR)	1	347	347	1	400	400	1	450	450	See Note 6
M-AD-15	Itinerant Personnel Office	1	120	120	1	120	120	1	120	120	
<b>Administrative Total</b>				<b>2,282</b>			<b>2,750</b>			<b>3,380</b>	

EXAMPLE	Space	1000 Students			1500 Students			2000 Students			
		Qty	SF	Area	Qty	SF	Area	Qty	SF	Area	
M-AD-1	Reception Area	1	450	450	2	300	600	2	350	700	See Note 1
M-AD-2	Secretarial Area	1	450	450	2	300	600	2	350	700	See Note 2
M-AD-3	Principal's Office	1	150	150	1	150	150	1	150	150	
M-AD-4	Assistant Principal's Office	2	120	240	2	120	240	3	120	360	
M-AD-5	Conference Room	1	250	250	2	250	500	2	250	500	
M-AD-6	Mail/Work/Copy Room	1	400	400	2	300	600	2	300	600	See Note 3
M-AD-7	Administrative Storage	1	200	200	2	150	300	2	150	300	
M-AD-8	Vault/Records Storage	1	80	80	1	80	80	1	100	100	See Note 4
M-AD-9	In-school Suspension	1	400	400	1	500	500	1	600	600	See Note 5
M-AD-10	Restroom	2	60	120	2	60	120	2	60	120	
M-AD-11	Guidance Counselor's Office	4	120	480	5	120	600	6	120	720	
M-AD-12	Guidance Records/Storage	1	100	100	1	100	100	1	150	150	
M-AD-13	Parent/Volunteer Room	1	250	250	1	300	300	1	300	300	
M-AD-14	Health Clinic (incl. RR)	1	500	500	1	600	600	1	600	600	See Note 6
M-AD-15	Itinerant Personnel Office	1	120	120	2	120	240	2	120	240	
<b>Administrative Total</b>				<b>4,190</b>			<b>5,530</b>			<b>6,140</b>	

Square Footage Allowance Notes						
Student Enrollment	1	2	3	4	5	6
350-450 Students	200	200	200	85	200	350
451-600 Students	300	300	250	100	250	400
601-750 Students	400	400	300	115	325	450
751-1000 Students	450	450	400	80	400	500
1001-1500 Students	300	300	300	80	500	600
1501-2000 Students	350	350	300	100	600	600
Enrollment Determines SF Allowed						

<b>Administrative Worksheet</b>											
Space		New SF			Existing SF			TOTAL SF			
		Qty	SF	Area	Qty	SF	Area	Qty	SF	Area	
M-AD-1	Reception Area	3	350	1050	0	0	0	3	varies	1050	See Note 1
M-AD-2	Secretarial Area	1	350	350	0	0	0	1	varies	350	See Note 2
M-AD-3	Principal's Office	2	150	300	0	0	0	2	varies	300	
M-AD-4	Assistant Principal's Office	3	120	360	0	0	0	3	varies	360	
M-AD-5	Conference Room	2	250	500	0	0	0	2	varies	500	
M-AD-5	Conference Room	1	150	150	0	0	0	1	varies	150	
M-AD-5	Conference Room - Academy	1	250	250	0	0	0	1	varies	250	
M-AD-6	Mail/Work/Copy Room	1	300	300	0	0	0	1	varies	300	See Note 3
M-AD-7	Administrative Storage	2	150	300	0	0	0	2	varies	300	
M-AD-8	Vault/Records Storage	1	100	100	0	0	0	1	varies	100	See Note 4
M-AD-9	In-school Suspension - Reset Room	1	250	250	0	0	0	1	varies	250	See Note 5
M-AD-10	Restroom	2	60	120	0	0	0	2	varies	120	
M-AD-11	Guidance Counselor's Office	5	120	600	0	0	0	5	varies	600	
M-AD-12	Guidance Records/Storage	1	100	100	0	0	0	1	varies	100	
M-AD-13	Parent/Volunteer Room	0	200	0	0	0	0	0	varies	0	
M-AD-14	Health Clinic	1	600	600	0	0	0	1	varies	600	See Note 6
M-AD-15	Itinerant Personnel Office	7	120	840	0	0	0	7	varies	840	
<b>Administrative Total</b>				<b>6,170</b>			<b>0</b>			<b>6,170</b>	

Square Footage Allowance Notes						
Student Enrollment	1	2	3	4	5	6
350-450 Students	200	200	200	85	200	350
451-600 Students	300	300	250	100	250	400
601-750 Students	400	400	300	115	325	450
751-1000 Students	450	450	400	80	400	500
1001-1500 Students	300	300	300	80	500	600
1501-2000 Students	350	350	300	100	600	600
Enrollment Determines SF Allowed						

The following school size examples illustrate the suggested instructional and support spaces. The examples are intended to assist in the planning, design, and development of the summary of spaces.

EXAMPLE	Space	450 Students			600 Students			750 Students			
		Qty	SF	Area	Qty	SF	Area	Qty	SF	Area	
M-MC-1	Reading Room/Circulation	1	1,575	1,575	1	2,100	2,100	1	2,625	2,625	See Note 1
M-MC-2	Media Specialist Office	1	120	120	1	120	120	1	120	120	
M-MC-3	Workroom/Storage	1	150	150	1	233	233	1	350	350	See Note 2
M-MC-4	Main Control/Equipment Rm	1	300	300	1	300	300	1	300	300	
M-MC-5	Conference Room	1	210	210	1	280	280	1	310	310	See Note 3
M-MC-6	Multimedia Production Room	1	400	400	1	400	400	1	400	400	
<b>Media Center Total</b>				<b>2,755</b>			<b>3,433</b>			<b>4,105</b>	

EXAMPLE	Space	1000 Students			1500 Students			2000 Students			
		Qty	SF	Area	Qty	SF	Area	Qty	SF	Area	
M-MC-1	Reading Room/Circulation	1	3,500	3,500	1	5,250	5,250	1	7,000	7,000	See Note 1
M-MC-2	Media Specialist Office	1	120	120	1	120	120	1	120	120	
M-MC-3	Workroom/Storage	1	350	350	1	400	400	1	400	400	See Note 2
M-MC-4	Main Control/Equipment Rm	1	300	300	1	300	300	1	300	300	
M-MC-5	Conference Room	1	310	310	2	200	400	2	200	400	See Note 3
M-MC-6	Multimedia Production Room	1	400	400	1	400	400	1	400	400	
<b>Media Center Total</b>				<b>4,980</b>			<b>6,870</b>			<b>8,620</b>	

<b>Media Center Worksheet</b>											
EXAMPLE	Space	New SF			Existing SF			TOTAL SF			
		Qty	SF	Area	Qty	SF	Area	Qty	SF	Area	
M-MC-1	Reading Room/Circulation	1	4,300	4,300	0	0	0	1	varies	4,300	See Note 1
M-MC-2	Media Specialist Office	1	120	120	0	0	0	1	varies	120	
M-MC-3	Workroom/Storage	0	400	0	0	0	0	0	varies	0	See Note 2
M-MC-4	Main Control/Equipment Rm	1	300	300	0	0	0	1	varies	300	
M-MC-5	Conference Room	0	200	0	0	0	0	0	varies	0	See Note 3
M-MC-6	Multimedia Production Room	1	400	400	0	0	0	1	varies	400	
<b>Media Center Total</b>				<b>5,120</b>			<b>0</b>			<b>5,120</b>	

<b>Media Center Notes</b>	
Number	Notes:
1	The size of the Reading Room/Circulation space is equal to 10% of the student enrollment multiplied by 35 SF per student.

<b>Square Footage Allowance Notes</b>		
Student Enrollment	2	3
350-450 Students	150	210
451-600 Students	233	280
601-750 Students	350	310
751-1000 Students	350	310
1001-1500 Students	400	200
1501-2000 Students	400	200
Enrollment Determines SF Allowed		



CHAPTER 2: BRACKETING

The following school size examples illustrate the suggested instructional and support spaces. The examples are intended to assist in the planning, design, and development of the summary of spaces.

EXAMPLE		450 Students			600 Students			750 Students		
Space		Qty	SF	Area	Qty	SF	Area	Qty	SF	Area
M-VA-1	Art Room	1	1,200	1,200	1	1,200	1,200	2	1,200	2,400
M-VA-2	Kiln/Ceramic Storage	1	100	100	1	100	100	1	100	100
M-VA-3	Art Material Storage	1	100	100	1	150	150	1	200	200
<b>Visual Arts Total</b>				<b>1,400</b>			<b>1,450</b>			<b>2,700</b>

See Note 1

EXAMPLE		1000 Students			1500 Students			2000 Students		
Space		Qty	SF	Area	Qty	SF	Area	Qty	SF	Area
M-VA-1	Art Room	2	1,200	2,400	3	1,200	3,600	4	1,200	4,800
M-VA-2	Kiln/Ceramic Storage	2	100	200	2	100	200	2	100	200
M-VA-3	Art Material Storage	2	150	300	3	150	450	4	150	600
<b>Visual Arts Total</b>				<b>2,900</b>			<b>4,250</b>			<b>5,600</b>

See Note 1

<b>Visual Arts Worksheet</b>										
Space		New SF			Existing SF			TOTAL SF		
		Qty	SF	Area	Qty	SF	Area	Qty	SF	Area
M-VA-1	Art Room	3	1,200	3,600	0	0	0	3	varies	3,600
M-VA-2	Kiln/Ceramic Storage	3	100	300	0	0	0	3	varies	300
M-VA-3	Art Material Storage	3	100	300	0	0	0	3	varies	300
<b>Visual Arts Total</b>				<b>4,200</b>			<b>0</b>			<b>4,200</b>

See Note 1

Square Footage Allowance Notes	
Student Enrollment	1
350-450 Students	100
451-600 Students	150
601-750 Students	200
751-1000 Students	150
1001-1500 Students	150
1501-2000 Students	150
Enrollment Determines SF Allowed	

The following school size examples illustrate the suggested instructional and support spaces.  
 The examples are intended to assist in the planning, design, and development of the summary of spaces.

EXAMPLE		450 Students			600 Students			750 Students		
Space		Qty	SF	Area	Qty	SF	Area	Qty	SF	Area
M-MU-1	Instrumental Room	1	1,400	1,400	1	1,500	1,500	1	1,600	1,600
M-MU-2	Vocal Room	0	1,200	0	1	1,200	1,200	1	1,200	1,200
M-MU-3	Music Library	1	200	200	1	200	200	1	200	200
<b>Music Total</b>				<b>1,600</b>			<b>2,900</b>			<b>3,000</b>

See Note 1

EXAMPLE		1000 Students			1500 Students			2000 Students		
Space		Qty	SF	Area	Qty	SF	Area	Qty	SF	Area
M-MU-1	Instrumental Room	2	1,400	2,800	2	1,500	3,000	2	1,500	3,000
M-MU-2	Vocal Room	1	1,200	1,200	2	1,200	2,400	2	1,200	2,400
M-MU-3	Music Library	2	200	400	2	200	400	2	200	400
<b>Music Total</b>				<b>4,400</b>			<b>5,800</b>			<b>5,800</b>

See Note 1

<b>Music Worksheet</b>										
Space		New SF			Existing SF			TOTAL SF		
		Qty	SF	Area	Qty	SF	Area	Qty	SF	Area
M-MU-1	Ensemble Room	1	800	800	0	0	0	1	varies	800
M-MU-1	Band Room	1	2,200	2,200	0	0	0	1	varies	2,200
M-MU-2	Vocal Room	1	1,200	1,200	0	0	0	1	varies	1,200
M-MU-2	General Music	1	1,200	1,200	0	0	0	1	varies	1,200
M-MU-3	Music Library	2	200	400	0	0	0	2	varies	400
M-MU-4	Practice Room	2	80	160				2	varies	160
<b>Music Total</b>				<b>5,960</b>			<b>0</b>			<b>5,960</b>

See Note 1

Square Footage Allowance Notes	
Student Enrollment	1
350-450 Students	1400
451-600 Students	1500
601-750 Students	1600
751-1000 Students	1400
1001-1500 Students	1500
1501-2000 Students	1500
Enrollment Determines SF Allowed	

CHAPTER 2: BRACKETING

The following school size examples illustrate the suggested instructional and support spaces. The examples are intended to assist in the planning, design, and development of the summary of spaces.

EXAMPLE		450 Students			600 Students			750 Students		
Space		Qty	SF	Area	Qty	SF	Area	Qty	SF	Area
M-TE-1a	Modular Technology Lab or	1	1,300	1,300	1	1,300	1,300	1	1,300	1,300
M-TE-1b	Production Lab	0	1,300	0	0	1,300	0	1	1,300	1,300
M-TE-2	Storage	1	150	150	1	150	150	1	150	150
<b>Technology Education Total</b>				<b>1,450</b>		<b>1,450</b>		<b>2,750</b>		

EXAMPLE		1000 Students			1500 Students			2000 Students		
Space		Qty	SF	Area	Qty	SF	Area	Qty	SF	Area
M-TE-1a	Modular Technology Lab or	2	1,300	2,600	2	1,300	2,600	2	1,300	2,600
M-TE-1b	Production Lab	1	1,300	1,300	1	1,300	1,300	2	1,300	2,600
M-TE-2	Storage	1	150	150	2	150	300	2	200	400
<b>Technology Education Total</b>				<b>4,050</b>		<b>4,200</b>		<b>5,600</b>		

<b>Technology Education Worksheet</b>										
Space		New SF			Existing SF			TOTAL SF		
Space		Qty	SF	Area	Qty	SF	Area	Qty	SF	Area
M-TE-1a	Modular Technology Lab or	2	1,300	2,600	0	0	0	2	varies	2,600
M-TE-1b	Production Lab	0	1,300	0	0	0	0	0	varies	0
M-TE-2	Storage	3	100	300	0	0	0	3	varies	300
<b>Technology Education Total</b>				<b>2,900</b>		<b>0</b>		<b>2,900</b>		

The following school size examples illustrate the suggested instructional and support spaces. The examples are intended to assist in the planning, design, and development of the summary of spaces.

EXAMPLE		450 Students			600 Students			750 Students		
Space		Qty	SF	Area	Qty	SF	Area	Qty	SF	Area
M-FCS-1	Life Skills Lab	0	1,100	0	1	1,100	1,100	1	1,100	1,100
M-FCS-2	Life Skills Storage	0	100	0	1	100	100	1	100	100
<b>Family and Consumer Science Total</b>				<b>0</b>	<b>1,200</b>			<b>1,200</b>		

EXAMPLE		1000 Students			1500 Students			2000 Students		
Space		Qty	SF	Area	Qty	SF	Area	Qty	SF	Area
M-FCS-1	Life Skills Lab	1	1,100	1,100	2	1,100	2,200	2	1,100	2,200
M-FCS-2	Life Skills Storage	1	100	100	2	100	200	2	100	200
<b>Family and Consumer Science Total</b>				<b>1,200</b>	<b>2,400</b>			<b>2,400</b>		

<b>Family &amp; Consumer Science Worksheet</b>										
Space		New SF			Existing SF			TOTAL SF		
		Qty	SF	Area	Qty	SF	Area	Qty	SF	Area
M-FCS-1	Life Skills Lab	0	1,100	0	0	0	0	0	varies	0
M-FCS-2	Life Skills Storage	0	100	0	0	0	0	0	varies	0
<b>Family and Consumer Science Total</b>				<b>0</b>	<b>0</b>			<b>0</b>		

CHAPTER 2: BRACKETING

The following school size examples illustrate the suggested instructional and support spaces  
 The examples are intended to assist in the planning, design, and development of the summary of spaces

EXAMPLE		450 Students			600 Students			750 Students			
Space		Qty	SF	Area	Qty	SF	Area	Qty	SF	Area	
M-PE-1	Gymnasium	1	7,000	7,000	1	<b>7,500</b>	7,500	1	<b>8,000</b>	8,000	See Note 1
M-PE-2	Auxiliary Gym	0	0	0	0	0	0	0	0	0	See Note 2
M-PE-3	P.E./Athletic Office	2	75	150	2	75	150	2	75	150	
M-PE-4	Staff Shower	2	75	150	2	75	150	2	75	150	
M-PE-5	Student Locker Room	2	600	1,200	2	600	1,200	2	650	1,300	See Note 3
M-PE-6	Student Restroom/Shower	2	250	500	2	250	500	2	250	500	
M-PE-7	Physical Education Storage	1	300	300	1	325	325	1	500	500	See Note 4
<b>Physical Education Total</b>				<b>9,300</b>			<b>9,825</b>			<b>10,600</b>	

EXAMPLE		1000 Students			1500 Students			2000 Students			
Space		Qty	SF	Area	Qty	SF	Area	Qty	SF	Area	
M-PE-1	Gymnasium	1	8,500	8,500	1	10,000	10,000	1	12,000	12,000	See Note 1
M-PE-2	Auxiliary Gym	1	5,000	5,000	1	6,500	6,500	1	6,500	6,500	See Note 2
M-PE-3	P.E./Athletic Office	3	75	225	4	75	300	4	75	300	
M-PE-4	Staff Shower	2	75	150	2	75	150	2	75	150	
M-PE-5	Student Locker Room	2	700	1,400	2	800	1,600	2	900	1,800	See Note 3
M-PE-6	Student Restroom/Shower	2	250	500	2	250	500	2	250	500	
M-PE-7	Physical Education Storage	2	400	800	2	500	1,000	2	500	1,000	See Note 4
<b>Physical Education Total</b>				<b>16,575</b>			<b>20,050</b>			<b>22,250</b>	

<b>Physical Education Worksheet</b>											
Space		New SF			Existing SF			TOTAL SF			
		Qty	SF	Area	Qty	SF	Area	Qty	SF	Area	
M-PE-1	Gymnasium	1	<b>12,000</b>	12,000	0	0	0	1	varies	12,000	See Note 1
M-PE-2	Auxiliary Gym	1	<b>6,500</b>	6,500	0	0	0	1	varies	6,500	See Note 2
M-PE-3	P.E./Athletic Office	4	75	300	0	0	0	4	varies	300	
M-PE-4	Staff Shower	2	75	150	0	0	0	2	varies	150	
M-PE-5	Student Locker Room	2	900	1,800	0	0	0	2	varies	1,800	See Note 3
M-PE-6	Student Restroom/Shower	2	250	500	0	0	0	2	varies	500	
M-PE-7	Physical Education Storage	2	500	1,000	0	0	0	2	varies	1,000	See Note 4
<b>Physical Education Total</b>				<b>22,250</b>			<b>0</b>			<b>22,250</b>	

Square Footage Allowance Notes				
Student Enrollment	1	2	3	4
350-450 Students	7000	0	600	300
451-600 Students	<b>7500</b>	0	600	<b>325</b>
601-750 Students	<b>8000</b>	0	650	500
751-1000 Students	8500	5000	700	400
1001-1500 Students	10000	6500	800	500
1501-2000 Students	12000	6500	900	500
Enrollment Determines SF Allowed				

**STUDENT DINING SPACES**

**M-SD**

The following school size examples illustrate the suggested instructional and support spaces. The examples are intended to assist in the planning, design, and development of the summary of spaces.

EXAMPLE		450 Students			600 Students			750 Students		
Space		Qty	SF	Area	Qty	SF	Area	Qty	SF	Area
M-SD-1	Student Dining	1	3,000	3,000	1	3,000	3,000	1	3,750	3,750
M-SD-2	Stage	1	900	900	1	1,050	1,050	1	1,382	1,382
M-SD-3	Staff Dining	0	200	0	0	250	0	1	300	300
M-SD-4	Table Storage	1	250	250	1	250	250	1	300	300
M-SD-5	Family Restroom	0	80	0	0	80	0	1	80	80
<b>Student Dining Total</b>				<b>4,150</b>			<b>4,300</b>			<b>5,812</b>

See Note 1  
See Note 4  
See Note 2  
See Note 3

EXAMPLE		1000 Students			1500 Students			2000 Students		
Space		Qty	SF	Area	Qty	SF	Area	Qty	SF	Area
M-SD-1	Student Dining	1	5,000	5,000	1	7,500	7,500	1	10,000	10,000
M-SD-2	Stage	1	1,400	1,400	1	1,500	1,500	1	1,750	1,750
M-SD-3	Staff Dining	1	300	300	1	300	300	1	400	400
M-SD-4	Table Storage	1	400	400	2	300	600	2	300	600
M-SD-5	Family Restroom	1	80	80	1	80	80	1	80	80
<b>Student Dining Total</b>				<b>7,180</b>			<b>9,980</b>			<b>12,830</b>

See Note 1  
See Note 4  
See Note 2  
See Note 3

Student Dining Worksheet										
		New SF			Existing SF			TOTAL SF		
Space		Qty	SF	Area	Qty	SF	Area	Qty	SF	Area
M-SD-1	Student Dining	1	8,000	8,000	0	0	0	1	varies	8,000
M-SD-2	Stage	0	1,750	0	0	0	0	0	varies	0
M-SD-3	Staff Dining	2	800	1,600	0	0	0	2	varies	1,600
M-SD-4	Table Storage	1	300	300	0	0	0	1	varies	300
M-SD-5	Family Restroom	1	80	80	0	0	0	1	varies	80
<b>Student Dining Total</b>				<b>9,980</b>			<b>0</b>			<b>9,980</b>

See Note 1 *3 lunch periods*  
See Note 4  
See Note 2  
See Note 3

Student Dining Notes	
Number	Notes:
1	The size of the Student Dining space is equal to one-third of the student enrollment multiplied by 15 SF per student or 3,000 SF, whichever is greater.

Square Footage Allowance Notes			
Student Enrollment	2	3	4
350-450 Students	200	250	<b>900</b>
451-600 Students	250	250	<b>1050</b>
601-750 Students	300	300	<b>1382</b>
751-1000 Students	300	400	<b>1400</b>
1001-1500 Students	300	300	<b>1500</b>
1501-2000 Students	400	300	<b>1750</b>
Enrollment Determines SF Allowed			

CHAPTER 2: BRACKETING

The following school size examples illustrate the suggested instructional and support spaces  
 The examples are intended to assist in the planning, design, and development of the summary of spaces

EXAMPLE		450 Students			600 Students			750 Students		
Space		Qty	SF	Area	Qty	SF	Area	Qty	SF	Area
M-FS-0	Warming Kitchen	0	900	0	0	1,200	0	0	1,500	0
M-FS-1	Kitchen (total)	1		1,575	1		2,100	1		2,625
M-FS-1a	Preparation Area		567			756			945	
M-FS-1b	Serving Area		536			714			893	
M-FS-1c	Dry Food Storage		173			231			289	
M-FS-1d	Cooler/Freezer		158			210			263	
M-FS-1e	Ware Washing		142			189			236	
M-FS-2	Dietician Office	1	75	75	1	75	75	1	75	75
M-FS-3	Restroom/Locker Rm	1	140	140	1	140	140	1	140	140
<b>Food Service Total</b>				<b>1,790</b>			<b>2,315</b>			<b>2,840</b>

See Note 1  
 See Note 1 & 2  
 See Kitchen Area Notes  
 See Kitchen Area Notes  
 See Kitchen Area Notes  
 See Kitchen Area Notes  
 See Kitchen Area Notes

EXAMPLE		1000 Students			1500 Students			2000 Students		
Space		Qty	SF	Area	Qty	SF	Area	Qty	SF	Area
M-FS-0	Warming Kitchen	0	2,000	0	0	3,000	0	0	4,000	0
M-FS-1	Kitchen (total)	1		3,500	1		5,250	1		7,000
M-FS-1a	Preparation Area		1,260			1,890			2,520	
M-FS-1b	Serving Area		1,190			1,785			2,380	
M-FS-1c	Dry Food Storage		385			578			770	
M-FS-1d	Cooler/Freezer		350			525			700	
M-FS-1e	Ware Washing		315			473			630	
M-FS-2	Dietician Office	1	75	75	1	75	75	1	75	75
M-FS-3	Restroom/Locker Rm	2	140	280	2	140	280	2	140	280
<b>Food Service Total</b>				<b>3,855</b>			<b>5,605</b>			<b>7,355</b>

See Note 1  
 See Note 1 & 2  
 See Kitchen Area Notes  
 See Kitchen Area Notes  
 See Kitchen Area Notes  
 See Kitchen Area Notes  
 See Kitchen Area Notes

Food Service Worksheet										
Space		New SF			Existing SF			TOTAL SF		
		Qty	SF	Area	Qty	SF	Area	Qty	SF	Area
M-FS-0	Warming Kitchen	0	3,200	0	0	0	0	0	varies	0
M-FS-1	Kitchen (total)	1		5,600	0		0	1		5,600
M-FS-1a	Preparation Area		2,016			0			varies	
M-FS-1b	Serving Area		1,904			0			varies	
M-FS-1c	Dry Food Storage		616			0			varies	
M-FS-1d	Cooler/Freezer		560			0			varies	
M-FS-1e	Ware Washing		504			0			varies	
M-FS-2	Dietician Office	1	75	75	0	0	0	1	varies	75
M-FS-3	Restroom/Locker Rm	1	140	140	0	0	0	1	varies	140
<b>Food Service Total</b>				<b>5,815</b>			<b>0</b>			<b>5,815</b>

See Note 1  
 See Note 1 & 2  
 See Kitchen Area Notes  
 See Kitchen Area Notes  
 See Kitchen Area Notes  
 See Kitchen Area Notes  
 See Kitchen Area Notes

Food Service Notes	
Number	Notes:
1	Only one of the two Kitchens is to be used - either M-FS-0 OR M-FS-1 - not both.
2	The size of the kitchen is equal to the sum of preparation area, serving area, dry food storage area, cooler/freezer area, and ware washing area.

Kitchen Area Sizes					
Food Service Area	Enroll	X	SF/Student	x	%
Preparation Area	Enroll	x	3.5	x	36%
Serving Areas	Enroll	x	3.5	x	34%
Dry Food Storage	Enroll	x	3.5	x	11%
Cooler/	Enroll	x	3.5	x	10%
Ware Washing Area	Enroll	x	3.5	x	9%
Warming Kitchen	Enroll	x	2.0		
Multiply Enrollment x SF/Student x % to achieve size of area					

The following school size examples illustrate the suggested instructional and support spaces. The examples are intended to assist in the planning, design, and development of the summary of spaces.

EXAMPLE		450 Students			600 Students			750 Students		
Space		Qty	SF	Area	Qty	SF	Area	Qty	SF	Area
M-CU-1	Workroom	1	200	200	1	300	300	1	400	400
M-CU-2	Custodial Office	1	100	100	1	100	100	1	100	100
<b>Custodial Total</b>				<b>300</b>			<b>400</b>			<b>500</b>

EXAMPLE		1000 Students			1500 Students			2000 Students		
Space		Qty	SF	Area	Qty	SF	Area	Qty	SF	Area
M-CU-1	Workroom	1	600	600	2	400	800	2	400	800
M-CU-2	Custodial Office	1	100	100	1	100	100	1	100	100
<b>Custodial Total</b>				<b>700</b>			<b>900</b>			<b>900</b>

<b>Custodial Worksheet</b>										
Space		New SF			Existing SF			TOTAL SF		
		Qty	SF	Area	Qty	SF	Area	Qty	SF	Area
M-CU-1	<b>Workroom</b>	1	400	400	0	0	0	1	varies	400
M-CU-2	Custodial Office	1	100	100	0	0	0	1	varies	100
<b>Custodial Total</b>				<b>500</b>			<b>0</b>			<b>500</b>

See Note 1

Square Footage Allowance Notes	
Student Enrollment	1
350-450 Students	200
451-600 Students	300
601-750 Students	400
751-1000 Students	600
1001-1500 Students	400
1501-2000 Students	400
Enrollment Determines SF Allowed	



CHAPTER 2: BRACKETING

The following school size examples illustrate the suggested instructional and support spaces  
 The examples are intended to assist in the planning, design, and development of the summary of spaces

EXAMPLE Space	450 Students			600 Students			750 Students			
	Qty	SF	Area	Qty	SF	Area	Qty	SF	Area	
M-BS-1 Large Group Restrooms	-	1,619	1,619	-	2,042	2,042	-	2,519	2,519	See Build Svc Sizes
M-BS-2 Custodial Closet	2	50	100	3	50	150	4	50	200	
M-BS-3 Electrical Closet	2	50	100	3	50	150	4	50	200	
M-BS-4 Telecommunications Room (TR)	2	64	128	3	64	192	4	64	256	See Note 1
M-BS-5 Corridors	-	9,251	9,251	-	11,671	11,671	-	14,393	14,393	See Build Svc Sizes
Vertical Circulation	-	0	0	-	0	0	-	0	0	See Note 2
M-BS-6 Mechanical/Electrical Space/Decks	-	3,192	3,192	-	4,026	4,026	-	4,966	4,966	See Build Svc Sizes
M-BS-7 Outdoor Storage Area	1	150	150	1	200	200	1	250	250	See SF Allowance
M-BS-8 Central Storage Area	1	<b>220</b>	220	1	<b>245</b>	245	1	<b>290</b>	290	See SF Allowance
M-BS-9 Loading/Receiving Area	1	120	120	1	120	120	1	120	120	
M-BS-10 Restroom	0	60	0	0	60	0	0	60	0	
<b>M-BS-11 Recycling Room</b>	<b>1</b>	<b>80</b>	<b>80</b>	<b>1</b>	<b>80</b>	<b>80</b>	<b>1</b>	<b>110</b>	<b>110</b>	See SF Allowance
<b>Building Services Total</b>			<b>14,960</b>			<b>18,876</b>			<b>23,304</b>	

EXAMPLE Space	1000 Students			1500 Students			2000 Students			
	Qty	SF	Area	Qty	SF	Area	Qty	SF	Area	
M-BS-1 Large Group Restrooms	-	3,360	3,360	-	4,600	4,600	-	5,728	5,728	See Build Svc Sizes
M-BS-2 Custodial Closet	3	50	150	3	50	150	4	50	200	
M-BS-3 Electrical Closet	3	50	150	3	50	150	4	50	200	
M-BS-4 Telecommunications Room (TR)	3	64	192	3	64	192	4	64	256	See Note 1
M-BS-5 Corridors	-	19,202	19,202	-	26,285	26,285	-	32,731	32,731	See Build Svc Sizes
Vertical Circulation	-	0	0	-	0	0	-	0	0	See Note 2
M-BS-6 Mechanical/Electrical Space/Decks	-	6,625	6,625	-	9,068	9,068	-	11,292	11,292	See Build Svc Sizes
M-BS-7 Outdoor Storage Area	1	250	250	1	250	250	1	350	350	See SF Allowance
M-BS-8 Central Storage Area	1	<b>290</b>	290	1	<b>360</b>	360	1	<b>540</b>	540	See SF Allowance
M-BS-9 Loading/Receiving Area	1	120	120	1	120	120	1	120	120	
M-BS-10 Restroom	0	60	0	0	60	0	0	60	0	
<b>M-BS-11 Recycling Room</b>	<b>1</b>	<b>110</b>	<b>110</b>	<b>1</b>	<b>140</b>	<b>140</b>	<b>1</b>	<b>160</b>	<b>160</b>	See SF Allowance
<b>Building Services Total</b>			<b>30,449</b>			<b>41,315</b>			<b>51,577</b>	

Building Services Notes	
Number	Notes:
1	Size of Telecommunications Room varies with size of middle school. See page 5113-4.
2	Vertical Circulation refers only to the following: Stairways/stairtowers, monumental stairs, elevators and elevator equipment room.

Building Services Area Sizes			
Building Services Areas	Prog	X	%
Large Group Restrooms	Prog	x	3.5
Corridors	Prog	x	20.0
Mechanical/Electrical Space/Decks	Prog	x	6.9
Multiply Sum of Program Areas - Building Services x % to achieve size of area			

Square Footage Allowance Notes			
Student Enrollment	Stor	Ctl Stor	Recycle
350-450 Students	150	<b>220</b>	<b>80</b>
451-600 Students	200	<b>245</b>	<b>80</b>
601-750 Students	250	<b>290</b>	<b>110</b>
751-1000 Students	250	<b>290</b>	<b>110</b>
1001-1500 Students	250	<b>360</b>	<b>140</b>
1501-2000 Students	350	<b>540</b>	<b>160</b>
Enrollment Determines SF Allowed			

<b>Building Services Worksheet</b>										
Space	New SF			Existing SF			TOTAL SF			
	Qty	SF	Area	Qty	SF	Area	Qty	SF	Area	
M-BS-1 Large Group Restrooms	-	4,890	4,890	-	0	0	-	varies	4,890	See Build Svc Sizes
M-BS-2 Custodial Closet	4	50	200	0	0	0	4	varies	200	
M-BS-3 Electrical Closet	8	50	400	0	0	0	8	varies	400	
M-BS-4 Telecommunications Room (TR)	11	64	704	0	0	0	11	varies	704	See Note 1
M-BS-5 Corridors	-	27,941	27,941	-	0	0	-	varies	27,941	See Build Svc Sizes
Vertical Circulation	-	1,746	1,746	-	0	0	-	varies	1,746	See Note 2
M-BS-6 Mechanical/Electrical Space/Decks	-	9,640	9,640	-	0	0	-	varies	9,640	See Build Svc Sizes
M-BS-7 Outdoor Storage Area	1	350	350	0	0	0	1	varies	350	See SF Allowance
M-BS-8 Central Storage Area	1	540	540	0	0	0	1	varies	540	See SF Allowance
M-BS-9 Loading/Receiving Area	1	120	120	0	0	0	1	varies	120	
M-BS-10 Restroom	1	60	60	0	0	0	1	varies	60	
<b>M-BS-11 Recycling Room</b>	<b>1</b>	<b>160</b>	<b>160</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>varies</b>	<b>160</b>	See SF Allowance
<b>Building Services Total</b>			<b>46,751</b>			<b>0</b>			<b>46,751</b>	

Building Services Notes	
Number	Notes:
1	Size of Telecommunications Room varies with size of middle school. See page 5113-4.
2	Vertical Circulation refers only to the following: Stairways/stairtowers, monumental stairs, elevators and elevator equipment room.

Building Services Area Sizes			
Building Services Areas	Prog	X	%
Large Group Restrooms	Prog	x	3.5
Corridors	Prog	x	20.0
Mechanical/Electrical Space/Decks	Prog	x	6.9
Multiply Sum of Program Areas - Building Services x % to achieve size of area			

Square Footage Allowance Notes			
Student Enrollment	Stor	Ctl Stor	Recycle
350-450 Students	150	220	80
451-600 Students	200	245	80
601-750 Students	250	290	110
751-1000 Students	250	290	110
1001-1500 Students	250	360	140
1501-2000 Students	350	540	160
Enrollment Determines SF Allowed			



# SECTION 4

## Estimate / Budget Analysis





Estimate: 2020030182 Milford Middle School

Estimate Cost Totals

SD Estimate Rev 1.0 12 07 2022

Description	Total	Percent of Cost	Cost/SF
00 Value Engineering	-\$10,780,826	-16.69%	-52.13
01 General Requirements	\$0	0.00%	0.00
03 Concrete	\$4,039,756	6.25%	19.54
04 Masonry	\$7,248,613	11.22%	35.05
05 Metals	\$4,254,378	6.58%	20.57
06 Wood, Plastics, and Composites	\$292,851	0.45%	1.42
07 Thermal and Moisture Protection	\$2,277,428	3.52%	11.01
08 Openings	\$2,675,014	4.14%	12.94
09 Finishes	\$5,221,788	8.08%	25.25
10 Specialties	\$602,424	0.93%	2.91
11 Equipment	\$1,678,570	2.60%	8.12
12 Furnishings	\$3,048,770	4.72%	14.74
14 Conveying Equipment	\$247,500	0.38%	1.20
21 Fire Suppression	\$989,863	1.53%	4.79
22 Plumbing	\$2,618,808	4.05%	12.66
23 Heating, Ventilating, and Air Conditioning (HVAC)	\$8,337,259	12.90%	40.32
26 Electrical	\$6,866,072	10.63%	33.20
27 Communications	\$2,415,383	3.74%	11.68
28 Electronic Safety and Security	\$506,628	0.78%	2.45
31 Earthwork	\$6,076,252	9.40%	29.38
32 Exterior Improvements	\$4,651,455	7.20%	22.49
33 Utilities	\$1,488,731	2.30%	7.20
98 Allowances	\$775,000	1.20%	3.75
99 Contingency	\$3,315,630	5.13%	16.03
<b>Sub-Total (Direct Cost)</b>	<b>\$58,847,344</b>	<b>91.08%</b>	<b>284.58</b>
CM General Conditions	\$739,600	1.14%	3.58
Bond for Additional Cost of Work - calculate additional \$, it will be .45% x the amount over \$54,200,000	\$18,487	0.03%	0.09
Construction Stage Personnel	\$1,497,849	2.32%	7.24
CM Contingency 2.60% of Cost of Work	\$1,588,685	2.46%	7.68
CM Fee 2.85% Of Cost of Work & CM Contingency	\$1,786,721	2.77%	8.64
<b>Sub-Total (Indirect Cost)</b>	<b>\$64,478,686</b>	<b>99.80%</b>	<b>311.81</b>
Alternate No. 1: Lightning Protection System	\$130,000	0.20%	0.63
<b>Total Estimate</b>	<b>\$64,608,686</b>	<b>100%</b>	<b>312.44</b>

Milford EVSD New Middle School Budget Summary  
 Project Number: SFC 220485  
 1/16/23

Description	Orig Budget	CMR SD Estimate (MS Only)	Overage Budget to Estimate	Percent Overage Budget to Estimate	Under Contract	Potential Commitments *	Projected Commitments	Project Encumbrances	Contingency Remaining	Paid to Date	Percent Complete
MS/JHS Co-funded Soft Costs	\$ 4,699,940.16	\$ 4,587,211.72	\$ (112,728.44)	-2%	\$ 3,341,594.00				\$ 1,266,624.19	\$ 451,897.04	14%
MS/JHS Co-funded Soft Cost Contingency	\$ 1,272,424.19	\$ 1,256,816.70	\$ (15,607.49)	-1%	\$ 5,800.00					\$ 5,800.00	
MS/JHS Co-funded Hard Costs	\$ 38,800,898.69	\$ 48,520,700.45	\$ 9,719,801.76	25%							
MS/JHS Co-funded Hard Cost Owner Contingency	\$ 1,102,188.77	\$ 1,081,016.68	\$ (21,172.09)	-2%					\$ 1,102,188.77		
MS/JHS Co-funded Hard Cost CMR Contingency	\$ 923,980.09	\$ 1,168,862.64	\$ 244,882.55	27%					\$ 923,980.09		
MS/JHS Co-funded Contingency Returned	\$ -	\$ -	\$ -								
<b>Co-funded Subtotal</b>	<b>\$ 43,500,838.85</b>	<b>\$ 53,107,912.17</b>	<b>\$ 9,607,073.32</b>	<b>22%</b>							
MS/JHS LFI Soft Costs	\$ 2,507,802.33	\$ 2,507,802.33	\$ -	0%	\$ 1,752,338.75				\$ 687,185.55	\$ 243,829.30	14%
MS/JHS LFI Soft Cost Contingency	\$ 687,185.55	\$ 687,185.55	\$ -	0%							
MS/JHS LFI Hard Costs	\$ 20,807,333.67	\$ 18,084,231.77	\$ (2,723,101.90)	-13%							
MS/JHS LFI Hard Cost Owner Contingency	\$ 592,529.19	\$ 592,529.19	\$ -	0%					\$ 592,529.19		
MS/JHS LFI Hard Cost CMR Contingency	\$ 498,935.91	\$ 419,341.97	\$ (79,593.94)	-16%					\$ 498,935.91		
MS/JHS LFI Contingency Returned	\$ -	\$ -	\$ -								
<b>LFI Subtotal</b>	<b>\$ 23,315,136.00</b>	<b>\$ 20,592,034.10</b>	<b>\$ (2,723,101.90)</b>	<b>-12%</b>							
<b>Grand Total</b>	<b>\$ 66,815,974.85</b>	<b>\$ 73,699,946.27</b>	<b>\$ 6,883,971.42</b>	<b>10%</b>	<b>\$ 5,093,932.75</b>					<b>\$ 701,526.34</b>	<b>14%</b>

\* Potential Commitments includes forecasted costs such as pending changes and projected expenses (i.e. utility costs, etc.)

Description	Orig Budget	CMR S/D Estimate	Overage Budget to Estimate	Percent Overage Budget to Estimate	Under Contract (Actual PO's)	Potential Commitments *	Projected Commitments	Project Encumbrances	Contingency Remaining	Paid to Date	Percent Complete
<b>MIS Co-funded Soft Costs</b>	<b>\$ 4,587,211.72</b>	<b>\$ 4,587,211.72</b>	<b>\$ -</b>	<b>0%</b>	<b>\$ 3,244,473.05</b>					<b>\$ 451,897.04</b>	<b>14%</b>
AE Contract	\$ 2,957,110.00	\$ 2,957,110.00	\$ -	0%	\$ 2,957,110.00					\$ 446,097.04	15%
Commissioning Agent Contract	\$ 102,864.54	\$ 102,864.54	\$ -	0%	\$ 114,589.00					\$ -	0%
CM Preconstruction Contract	\$ 166,974.05	\$ 166,974.05	\$ -	0%	\$ 166,974.05					\$ -	0%
Builder's Risk Insurance	\$ 103,446.43	\$ 103,446.43	\$ -	0%	\$ -					\$ -	
MIS Co-funded Soft Cost Contingency	\$ 1,256,816.70	\$ 1,256,816.70	\$ -	0%	\$ 5,800.00				\$ 1,251,016.70	\$ 5,800.00	0.5%
<b>MIS Co-funded Hard Costs</b>	<b>\$ 38,060,274.40</b>	<b>\$ 48,520,700.45</b>	<b>\$ 10,460,426.05</b>	<b>27%</b>	<b>\$ -</b>						
CM General Conditions	\$ 478,181.12	\$ 478,181.12	\$ -	0%	\$ -						
CM Construction Stage Personnel	\$ 968,420.19	\$ 968,420.19	\$ -	0%	\$ -						
**Cost of Work	\$ 35,045,261.62	\$ 44,956,255.27	\$ 9,910,993.65	28%	\$ -						
CM Construction Stage Fee (2.85%)	\$ 1,023,732.01	\$ 1,314,565.86	\$ 290,833.85	28%	\$ -						
MIS Co-funded Hard Cost Owner Contingency	\$ 1,081,016.68	\$ 1,081,016.68	\$ -	0%	\$ -				\$ 1,081,016.68		
MIS Co-funded Hard Cost CMR Contingency	\$ 910,264.09	\$ 1,168,862.64	\$ 258,598.55	28%	\$ -				\$ 910,264.09		
MIS Co-funded Contingency Returned	\$ -	\$ -	\$ -		\$ -						
<b>MIS LFI Soft Costs</b>	<b>\$ 2,507,802.33</b>	<b>\$ 2,507,802.33</b>	<b>\$ -</b>	<b>0%</b>	<b>\$ 1,752,338.75</b>					<b>\$ 451,897.04</b>	<b>14%</b>
AE Contract	\$ 1,616,544.00	\$ 1,616,544.00	\$ -	0%	\$ 1,616,544.00					\$ 243,829.30	14%
Commissioning Agent Contract	\$ 56,235.46	\$ 56,235.46	\$ -	0%	\$ 44,511.00					\$ 243,829.30	15%
CM Preconstruction Contract	\$ 91,283.75	\$ 91,283.75	\$ -	0%	\$ 91,283.75					\$ -	
Builder's Risk Insurance	\$ 56,553.57	\$ 56,553.57	\$ -	0%	\$ -					\$ -	
MIS LFI Soft Cost Contingency	\$ 687,185.55	\$ 687,185.55	\$ -	0%	\$ -				\$ 687,185.55		
<b>MIS LFI Hard Costs</b>	<b>\$ 20,807,333.67</b>	<b>\$ 17,612,023.02</b>	<b>\$ (3,195,310.65)</b>	<b>-15%</b>	<b>\$ -</b>						
CM General Conditions	\$ 261,418.88	\$ 261,418.88	\$ -	0%	\$ -						
CM Construction Stage Personnel	\$ 529,429.76	\$ 529,429.76	\$ -	0%	\$ -						
**Cost of Work	\$ 19,154,738.38	\$ 15,128,537.30	\$ (3,026,201.08)	-16%	\$ -						
CM Construction Stage Fee (2.85%)	\$ 561,130.19	\$ 471,614.56	\$ (89,515.63)	-16%	\$ -						
MIS LFI Hard Cost Owner Contingency	\$ 592,529.19	\$ 592,529.19	\$ -	0%	\$ -				\$ 592,529.19		
MIS LFI Hard Cost CMR Contingency	\$ 498,995.91	\$ 419,341.97	\$ (79,593.94)	-16%	\$ -				\$ 498,995.91		
MIS LFI Contingency Returned	\$ -	\$ -	\$ -		\$ -						
<b>LFI Subtotal</b>	<b>\$ 23,315,136.00</b>	<b>\$ 20,119,825.35</b>	<b>\$ (3,195,310.65)</b>	<b>-14%</b>	<b>\$ 1,752,338.75</b>					<b>\$ 243,829.30</b>	<b>14%</b>
<b>Total Soft Costs</b>	<b>\$ 7,095,014.05</b>	<b>\$ 7,095,014.05</b>	<b>\$ -</b>	<b>0%</b>	<b>\$ 4,996,811.80</b>						
<b>Total Hard Costs</b>	<b>\$ 58,867,608.07</b>	<b>\$ 66,132,723.47</b>	<b>\$ 7,265,115.40</b>	<b>12%</b>	<b>\$ -</b>						
<b>Grand Total</b>	<b>\$ 65,962,622.12</b>	<b>\$ 73,227,737.52</b>	<b>\$ 7,265,115.40</b>	<b>11%</b>	<b>\$ 4,996,811.80</b>					<b>\$ 695,776.34</b>	<b>14%</b>

\* Potential Commitments includes forecasted costs such as pending changes and projected expenses (i.e. utility costs, etc.)

\*\* Cost of work calculations include general conditions and construction stage personnel

Description	Orig Budget	CMR SD Estimate	Overage Budget to Estimate	Percent Overage Budget to Estimate	Under Contract	Potential Commitments *	Projected Commitments	Project Encumbrances	Contingency Remaining	Paid to Date	Percent Complete
<b>JHS Co-funded Soft Costs</b>											
AE Contract	\$ 112,728.44				\$ 97,120.95				\$ -	\$ -	0%
CM Preconstruction Contract	\$ 86,975.00				\$ 86,975.00				\$ -	\$ -	0%
Builder's Risk Insurance	\$ 10,145.95				\$ 10,145.95				\$ -	\$ -	0%
JHS Co-funded Soft Cost Contingency	\$ 15,607.49				\$ -				\$ 15,607.49		0%
<b>JHS Co-funded Hard Costs</b>											
CM General Conditions	\$ 740,624.29				\$ -						0%
CM Construction Stage Personnel	\$ 36,925.00				\$ -						0%
** Cost of Work	\$ 62,418.25				\$ -						0%
CM Construction Stage Fee (2.85%)	\$ 685,800.00				\$ -						0%
CM Construction Stage Fee (2.85%)	\$ 19,936.21				\$ -						0%
JHS Co-funded Hard Cost Owner Contingency	\$ 21,172.09				\$ -				\$ 21,172.09		0%
JHS Co-funded Hard Cost CMR Contingency	\$ 13,716.00				\$ -				\$ 13,716.00		0%
JHS Co-funded Contingency Returned	\$ -				\$ -				\$ -		0%
<b>JHS LFI Soft Costs</b>											
<b>Co-funded Subtotal</b>	<b>\$ 853,352.73</b>				<b>\$ 97,120.95</b>						<b>0%</b>
AE Contract	\$ -										
CM Preconstruction Contract											
Builder's Risk Insurance											
JHS LFI Soft Cost Contingency											
<b>JHS LFI Hard Costs</b>											
CM General Conditions											
CM Construction Stage Personnel											
**Cost of Work											
CM Construction Stage Fee (2.85%)											
JHS LFI Hard Cost Owner Contingency											
JHS LFI Hard Cost CMR Contingency											
JHS LFI Contingency Returned											
<b>LFI Subtotal</b>	<b>\$ -</b>										
<b>Total Soft Costs</b>	<b>\$ 112,728.44</b>										
<b>Total Hard Costs</b>	<b>\$ 740,624.29</b>										
<b>Grand Total</b>	<b>\$ 853,352.73</b>										

\* Potential Commitments includes forecasted costs such as pending changes and projected expenses (i.e. utility costs, etc.)

\*\* Cost of work calculations include general conditions and construction stage personnel



# SECTION 5

## LEED







312 PLUM STREET, SUITE 700  
CINCINNATI, OH 45202  
(513) 381.2112

Milford Exempted Village School  
**New Middle School**  
Eco-Charrette  
August 11, 2022

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**Attendees:**

John Spieser, MEVSD (Superintendent)  
Jeff Johnson, MEVSD (Director of Business Operations)  
Paul Motylinski, OFCC  
Todd Hager, OFCC  
Thomas Brannon, OFCC  
Nick McDonald, FSE  
Charlie Jahnigen, SHP  
Allison Beer McKenzie, SHP  
Emma Pevoar, SHP  
Jacob Faiola, SHP  
Russell Miller, SHP  
Bob Riggs, Conger Construction  
Mitch Getts, The Kleingers Group

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**Integrative Process**

- YES - 1 Point
- 

**Location and Transportation**

- LTc1 - LEED for Neighborhood Development Location
  - Project must be located in a LEED ND Certified development
  - NO - 15
- LTc2 - Sensitive Land Protection
  - Option 1 - Locate on previously developed piece of land
  - Option 2 - Avoid farmland, floodplains, habitat for threatened or endangered species, water bodies, and wetlands
  - Recommend Option 2 - If not prime farmland, this shouldn't be an issue.
  - MAYBE - 1, pending additional investigation.
- LTc3 - High Priority Site
  - Option 1 - Average household income is below 80% AMI, unemployment 150% of state rate - Likely NO
  - Option 2 - Brownfield, Abatement - Recommend MAYBE - 2
- LTc4 - Surrounding Density and Diverse Uses

- Option 1 - Locate project in a densely developed area
  - Option 2 - Locate within ½ mile of diverse uses
  - Walking score option - Will look up, but unlikely.
  - NO - 5
  - LT-c5 - Access to Quality Transit
    - Option 1 - Within ¼ mile of public transit with a minimum number of available trips
    - Option 2 - 50% or more live within ¾ mile or 1 ½ mile walking distance
    - NO - 4
  - LTc6 - Bicycle Facilities
    - Bicycle network connected to diverse uses or rapid transit within 3 miles, **dedicated bike lanes**
    - Covered bike storage and shower facilities.
    - NO - 1
  - LTc7 - Reduced Parking Footprint
    - Option 1 - Do not exceed zoning, or 30% reduction, or reduction from ITE Parking Generation Study
    - Option 2 - 1% of parking spaces for dedicated carshare spaces
    - Option 3 - Parking fees greater than cost of public transit
    - NO - 1
  - LTc8 - Green Vehicles
    - Option 1 - Electric charging 5% of spaces, or 2, whichever is greater
    - Option 2 - Chargin ready 10% of spaces
    - Option 3 - Plan for 1 electric bus and/or low emissions standards for all buses within 7 years.
    - MAYBE 1 - District did not express interest in pursuing
- 

### Sustainable Sites

- SSp1 - Construction Activity Pollution Prevention [prerequisite]
  - No issues, compliance already required.
- SSp2 - Environmental Site Assessment [prerequisite]
  - Phase I ESA and follow up with Phase II ESA if required.
- SSc1 - Site Assessment
  - Assess site conditions to inform design decisions.
  - YES - 1
- SSc2 - Site Development - Protect or Restore Habitat
  - Conserve existing natural areas and restore damage with 15-25% of site with native or adapted vegetation.
  - NO - 2
- SSc3 - Open Space
  - Create exterior open space that encourages interaction and activity
  - 30% of site area for outdoor spaces, with 25% of outdoor space vegetated

- MAYBE - 1 - depends on what is in LEED boundary, try to keep large parking areas related to other site functions out.
  - SSc4 - Rainwater Management
    - Retain 80th percentile of regional or local rainfall events
    - MAYBE - 1
    - NO - 2
  - SSc5 - Heat Island Reduction
    - Option 1 - Combination of high-reflectance roof, vegetated roof and non-roof mitigation measures.
    - Option 2 - Provide 75% of parking spaces under cover
    - NO - 2, non-roof areas makes this credit difficult.
  - SSc6 - Light Pollution Reduction
    - Meet uplight limits
    - Meet light trespass requirements
    - Do not exceed luminance limits
    - YES - 1
  - SSc7 - Site Master Plan
    - Achieve 4 of 6 specific site credits and recalculate compliance using masterplan information
    - NO - 1
  - SSc8 - Joint Use of Facilities
    - Option 1 - Public access to 3 building spaces - Recommended
    - Option 2 - Contract with outside organizations to provide dedicated space
    - Option 3 - Use at least 2 shared spaces owned by other organizations
    - YES - 1
- 

## Water Efficiency

- WEp1 - Outdoor Water Use Reduction
  - No issues
- WEp2 - Indoor Water Use Reduction
  - No issues
- WEp3 - Building-Level Water Metering
  - No issues, install a whole building water meter and data does need to be reported to USGBC for 5 years
- WEc1 - Outdoor Water Use Reduction
  - Option 1 - Show landscape does not require permanent irrigation
  - Option 2 - Reduce landscape irrigation required by at least 05%
  - YES - 2
- WEc2 - Indoor Water Use Reduction
  - Reduce water use by plumbing fixtures from baseline
  - YES - 3 , MAYBE - 2, NO - 2
- WEc3 - Cooling Tower and Process Water Use
  - Typically don't recommend cooling towers

- Possible credit for not using cooling tower if warranted
  - MAYBE – 2, research
  - WEc4 - Water Metering
    - Install water meters for 2 or more subsystems.
    - YES - 1
- 

## Energy and Atmosphere

- EAp1 - *Fundamental Commissioning and Verification*
  - No issues
- EAp2 - *Minimum Energy Performance*
  - No issues
- EAp3 - *Building-Level Energy Metering*
  - No issues
- EAp4 - *Fundamental Refrigerant Management*
  - No issues
- EAc1 - Enhanced Commissioning
  - Option 1 - Enhanced systems commissioning with or without monitoring
  - Option 2 - Envelope Commissioning
  - 6th point is minor cost to achieve (monitor based CxA, additional documentation), but generally included in CxA
  - YES - 5, MAYBE - 1
- EAc2 - Optimize Energy Performance
  - Improvement of energy use over baseline
  - YES - 6, MAYBE - 4, NO - 6
- EAc3 - Advance Energy Metering
  - Additional meters for all whole-building energy sources and individual end uses that are 10% of annual building energy use
  - We don't find that it is that many sensors
  - YES - 1
- EAc4 - Demand Response
  - Option 1 - Participate in demand response program (2 pts.)
  - Option 2 - Infrastructure in place to participate (1 pt.) - Pursue this option
  - Option 3 - Analyze annual loads to align with regional grid profile (1-2 pts.)
  - MAYBE - 1, NO - 1
- EAc5 - Renewable Energy Production
  - Investigating PPA with TMI, but check with Melink.
  - MAYBE - 3
- EAc6 - Enhanced REfrigerant Management
  - Option 1 - Don't use refrigerants or refrigerants with below an ODP limit.
  - Option 2 - Calculate refrigeration impact.
  - YES - 1
- EAc7 - Green Power and Carbon Offsets

- Minimum 5 year contract for 50% of 100% of projects energy (green power, carbon offsets, or renewable energy certificates).
  - MAYBE - 2, Can be very expensive
- 

### Materials and Resources

- *MRp1 - Storage and Collection of Recyclables*
    - No issues
  - *MRp2 - Construction and Demolition Waste Management Planning*
    - No issues
  - *MRC1 - Building Life-Cycle Impact Reduction*
    - Option 1 - Maintain existing building structure (1-5 pts.)
    - Option 2 - Whole building lifecycle assessment (1-4 pts.)
      - MAYBE - 2, NO - 3
  - *MRC2 - Building Product Disclosure and Optimazation - Environmental Product Declarations*
    - Option 1 - Use 20 products with EPDs (1 pt.)
      - YES - 1
    - Option 2 - Use 50% of products, by cost, that have demonstrated multi-attribute environmental impact reductions (1 pt.)
      - MAYBE - 1
  - *MRC3 - Building Product Disclosure and Optimazation - Sourcing of Raw Materials*
    - Use products (15-30%) that meet responsible sourcing and extraction criteria
    - YES - 1, MAYBE - 1
  - *MRC4 - Building Product Disclosure and Optimazation - Material Ingredients*
    - Option 1 - User 20 products with HPDs.
    - Option 2 - Use 5 products from at least 3 different manufacturers w/ 3rd party verified.
    - YES - 1, MAYBE - 1
  - *MRC5 - Construction and Demolition Waste Management*
    - Option 1 - Divert 50% from 3 material streams (1 pt.) or 75% from 4 different material streams (2 pts.). Use V4.
    - Option 2 - Do not generate more than 2.5 pounds of construction waste prer SF of floor area. Use V4.1.
    - YES - 2
- 

### Indoor Environmental Quality

- *EQp1 - Minimum Indoor Air Quality Performance*
  - Required by code, no issues.
- *EQp2 - Environmental Tobacco Smoke Control*
  - No smoking on site and no smoking signage.
- *EQp3 - Minimum Acoustic Performance*
  - No issues

- EQc1 - Enhanced Indoor Air Quality Strategies
  - Option 1 - Utilized enhanced IAQ strategies for entryway, interior cross-contamination prevention and filtration (1 pt.)
  - Option 2 - Utilize advanced IAQ strategies (1 pt.) - Requires increased ventilation (significantly - 30%) that has energy impacts. Carbon dioxide monitoring in all classrooms at breathing level which can be costly.
  - Research ionization as a possibility - could be carried as an alternate.
  - Look at V4.1 credit.
  - YES - 1, MAYBE - 1
- EQc2 - Low-Emitting Materials
  - Meet product requirements for 2, 3, or 4 of specific categories.
  - YES - 3
- EQc3 - Construction Indoor Air Quality Management Plan
  - Follow SMACNA Guidelines for Occupied Buildings Under Construction
  - YES - 1
- EQc4 - Indoor Air Quality Assessment
  - Option 1 - Building flush-out - utility cost (1 pt.)
  - Option 2 - Air testing after furniture installed and before occupancy (1 - 2 pts.) - provides documentation.
  - MAYBE - 2
- EQc5 - Thermal Comfort
  - Met ASHRAE standard for thermal comfort and individual controls for 50% of individuals in all shared spaces.
    - Typically meet ASHRAE
    - Individual controls typical, but 50% can be a challenge
  - MAYBE - 1
- EQc6 - Interior Lighting
  - Meet 1 strategy for 1 pt. or 3 strategies for 2 pts. Strategies - glare control, color rendering, lighting control, surface reflectivity
  - YES - 1, MAYBE - 1
- EQc7 - Daylight
  - Option 1 - Perform daylight simulations
  - Option 2 - Perform daylight calculations
  - Option 3 - Measure daylight after construction
  - MAYBE - 1, NO - 2
- EQc8 - Quality Views
  - Visible connection to the outdoors from 75% of all regularly occupied floor area. Views must include nature, urban landmarks, art, or objects 25 feet from exterior
  - YES - 1
- EQc9 Acoustic Performance
  - 1 pt. for first 2 of 3 strategies and 1 additional pt. for all 3 strategies.
    - Achieve reduced HVAC background noise
    - Meet STC requirements between spaces
    - Reduced reverb time and site noise mitigation
  - Background noise requirements challenging to achieve.

- NO - 1
- 

### **Innovation**

- INc1 - Innovation
    - 5 available points
    - Innovation, pilot credits, and exemplary performance.
    - YES - 3, MAYBE - 2
  - INc2 - LEED Accredited Professional
    - YES - 1
- 

### **Regional Priority**

- Access to Quality Transit (3) - NO
  - Rainwater Management (2) - NO
  - Indoor Water Use Reduction (3) - YES - 1
  - Renewable Energy Production (3) - MAYBE - 1
  - Building Life-Cycle Impact Reduction (1) - MAYBE - 1
  - Daylight (1) - MAYBE - 1
  - Max. 4 pts. - Thresholds for each credit in parenthesis above.
- 

### **District priorities:**

- Life-cycle costs
- Energy/maintenance costs
- MEVSD has less interest in spending money on items like EV charging stations that don't have direct value to the district.



# LEED v4 for BD+C: Schools Project Checklist

Project Name: Milford MS

Date: 8/11/2022

Y	?	N	Credit	Integrative Process	1
1					
0	4	26	15	<b>Location and Transportation</b>	15
			1	LEED for Neighborhood Development Location	1
			2	Sensitive Land Protection	2
			5	High Priority Site	5
			4	Surrounding Density and Diverse Uses	4
			1	Access to Quality Transit	1
			1	Bicycle Facilities	1
			1	Reduced Parking Footprint	1
			1	Green Vehicles	1

3	2	7	12	<b>Sustainable Sites</b>	12
Y	Y	Y	Y	Construction Activity Pollution Prevention	Required
			1	Environmental Site Assessment	Required
			2	Site Assessment	1
			1	Site Development - Protect or Restore Habitat	2
			2	Open Space	1
			2	Rainwater Management	3
			2	Heat Island Reduction	2
			1	Light Pollution Reduction	1
			1	Site Master Plan	1
			1	Joint Use of Facilities	1

6	4	2	12	<b>Water Efficiency</b>	12
Y	Y	Y	Y	Outdoor Water Use Reduction	Required
			2	Indoor Water Use Reduction	Required
			2	Building-Level Water Metering	Required
			2	Outdoor Water Use Reduction	2
			2	Indoor Water Use Reduction	7
			1	Cooling Tower Water Use	2
			1	Water Metering	1

13	11	7	31	<b>Energy and Atmosphere</b>	31
Y	Y	Y	Y	Fundamental Commissioning and Verification	Required
			6	Minimum Energy Performance	Required
			16	Building-Level Energy Metering	Required
			2	Fundamental Refrigerant Management	Required
			1	Enhanced Commissioning	6
			1	Optimize Energy Performance	16
			1	Advanced Energy Metering	2
			1	Demand Response	3
			1	Renewable Energy Production	1
			2	Enhanced Refrigerant Management	2
			2	Green Power and Carbon Offsets	

5	3	13	<b>Materials and Resources</b>	13
Y	Y	Y	Storage and Collection of Recyclables	Required
			Construction and Demolition Waste Management Planning	Required
			Building Life-Cycle Impact Reduction	5
			Building Product Disclosure and Optimization - Environmental Product Declarations	2
			Building Product Disclosure and Optimization - Sourcing of Raw Materials	2
			Building Product Disclosure and Optimization - Material Ingredients	2
			Construction and Demolition Waste Management	2

7	6	3	16	<b>Indoor Environmental Quality</b>	16
Y	Y	Y	Minimum Indoor Air Quality Performance	Required	
			Environmental Tobacco Smoke Control	Required	
			Minimum Acoustic Performance	Required	
			Enhanced Indoor Air Quality Strategies	2	
			Low-Emitting Materials	3	
			Construction Indoor Air Quality Management Plan	1	
			Indoor Air Quality Assessment	2	
			Thermal Comfort	1	
			Interior Lighting	2	
			Daylight	3	
			Quality Views	1	
			Acoustic Performance	1	

4	2	0	6	<b>Innovation</b>	6
Y	Y	Y	Innovation	Required	
			LEED Accredited Professional	5	
				1	

1	3	0	4	<b>Regional Priority</b>	4
Y	Y	Y	Regional Priority: WEC2 - Indoor Water Use Reduction	1	
			Regional Priority: EAc5 - Renewable Energy Production	1	
			Regional Priority: MRc1 - Building Life-Cycle Impact Reduction	1	
			Regional Priority: IEQc7 - Daylight	1	

**40 37 48 TOTALS** Possible Points: 110

Certified: 40 to 49 points, Silver: 50 to 59 points, Gold: 60 to 79 points, Platinum: 80 to 110





312 PLUM STREET, SUITE 700  
CINCINNATI, OH 45202  
(513) 381.2112

DATE: September 9, 2022  
PROJECT: Milford EVSD – Milford Middle School  
OFCC Project Number – SFC-220485  
SHP Commission Numbers: 2022034.01

RE: OFCC LEED Funding Narrative

Currently, the additional 3% LEED project funding will go towards positively benefiting the energy credits through strategies such as the following:

- Enhanced cavity wall construction
- High-performance glazing
- High-performance roof insulation
- High-efficiency air-cooled chiller
- High-efficiency condensing boilers and water heaters
- Temperature reset controls for supply air and heating hot water systems
- Temperature reset controls for supply air and heating hot water systems
- Heat/Energy Recovery systems
- Enhanced lighting controls
- Optimized plug loads

These strategies will allow the district to use the funding increase to create an energy efficient building that will also result in lower long term operating costs.



LEARN MORE AT  
energystar.gov

# ENERGY STAR® Statement of Energy Design Intent (SEDI)<sup>1</sup> Milford Middle School

# 82

Primary Property Type: K-12 School  
Gross Floor Area (ft<sup>2</sup>): 206,790  
Estimated Date of Certification of Occupancy: \_\_\_\_\_

Date Generated: September 09, 2022

ENERGY STAR®  
Design Score<sup>2</sup>

1. This form is required when applying for Designed to Earn the ENERGY STAR recognition. It was generated from ENERGY STAR Portfolio Manager.
2. The ENERGY STAR 1 – 100 Score is based on total annual Source Energy. To be eligible for Designed to Earn the ENERGY STAR recognition you must score at least 75.

## Property & Contact Information for Design Project

<b>Property Address</b> Milford Middle School 5735 Wolfpen Pleasant Hill RD Milford, Ohio 45150	<b>Project Architect</b> _____ ( ) - _____	<b>Owner Contact</b> _____ ( ) - _____
<b>Property ID:</b> 22636505	<b>Architect Of Record</b> _____ ( ) - _____	<b>Property Owner</b> _____ ( ) - _____

## Estimated Design Energy

Fuel Type	Usage	Energy Rate (\$/Unit)
Electric - Grid	1,534,136 kWh (thousand Watt-hours)	\$ 0.09/kWh (thousand Watt-hours)
Natural Gas	20,289 therms	\$ 0.87/therms

## Estimated Design Use Details

<sup>3</sup> This Use Detail is used to calculate the 1-100 ENERGY STAR Score.

### K-12 School

★ Number of Workers on Main Shift	159.23 ← default value
★ Percent That Can Be Cooled	All of it - 100%
Number of Computers	361.88 ← default value
Gymnasium Floor Area	19,000 Sq. Ft.
Number of Walk-in Refrigeration/Freezer Units	2.07 ← default value
★ Cooking Facilities	Yes
School District	Milford
Student Seating Capacity	2,067.9 ← default value
★ Weekend Operation	No
★ High School	Yes
Gross Floor Area Used for Food Preparation	5,000 Sq. Ft.
★ Percent That Can Be Heated	All of it - 100%
★ Gross Floor Area	206,790 Sq. Ft.
Months in Use	9

## Design Energy and Emission Results

Metric	Design Project	Median Property	Estimated Savings
ENERGY STAR Score (1-100)	82	50	N/A
Energy Reduction (from Median)(%)	-33	0	N/A
Source Energy Use Intensity (kBtu/ft <sup>2</sup> /yr)	81	121	40
Site Energy Use Intensity (kBtu/ft <sup>2</sup> /yr)	35	52	17
Source Energy Use (kBtu/yr)	16,786,867	25,045,066	8,258,199
Site Energy Use (kBtu/yr)	7,263,372	10,836,544	3,573,172
Energy Costs (\$)	157,257	234,619	77,362
Total GHG Emissions (Metric Tons CO <sub>2</sub> e)	797	1,189	392

## Designed to Earn the ENERGY STAR: Application Checklist

This section is only required if you are using this document to apply for Designed to Earn the ENERGY STAR. All design projects that achieve an EPA energy performance score of 75 or higher are eligible for this certification.

- 1) Does your [property type](#) match the function or use of a property that's eligibility to receive an ENERGY STAR design score?  Yes  No/Not Sure

If you are not sure your project is eligible for an ENERGY STAR design score, please describe the property's major functions or use:

- 2) Is the design project at least 95% complete with construction documents?  Yes  No

If no, please explain:

- 3) Is the property currently unoccupied and not yet generating energy bills?  Yes  No

- 4) Do energy calculations account for the whole building intended operations and all energy sources?  Yes  No

- 5) Is the Architect of Record (AOR) applying for ENERGY STAR partnership?  Yes  No

- 6) Was the design record created in the owner's Portfolio Manager account?  Yes  No

- 7) Are you seeking other qualifications for this design project?  Yes  No

If so, please select all that apply:

- AIA 2030 Commitment
- Architecture 2030 Challenge
- Federal, State or Local Disclosure Ordinance
- Green Globes
- LEED
- Other, please indicate: \_\_\_\_\_

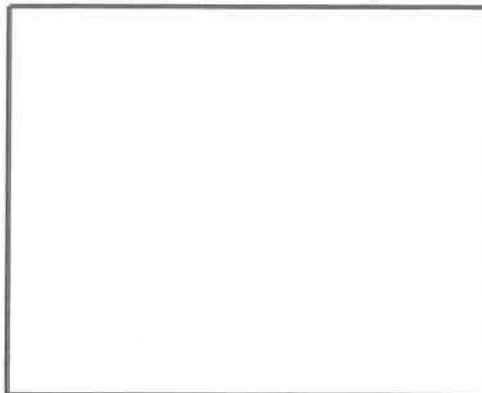
**Professional Verification**

I \_\_\_\_\_ (Name) verify that the above information is true and correct to the best of my knowledge.

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

**Verifying Professional**

\_\_\_\_\_  
,  
(\_\_\_\_)\_\_\_\_-\_\_\_\_  
\_\_\_\_\_



**Verifying Professional Stamp  
(if applicable)**

**Note:** When applying for the ENERGY STAR Designed to Earn, the signature of the Verifying Professional must match the stamp.

I agree to adhere to the ENERGY STAR Identity Guidelines when using the Designed to Earn the ENERGY STAR recognition graphic in association with this project.

**Architect of Record Acknowledgement**

As the Architect of Record representative, I confirm that the information on this SEDI is true and accurate to the best of my knowledge. It is our best estimate for all energy use of specified systems and processes but does not guarantee the operational performance of this building. Instead, this project has been specified to achieve Designed to Earn the ENERGY STAR recognition in an effort to assist the Owner/Developer in meeting their operational performance goal for the building to earn ENERGY STAR certification.

Signature: \_\_\_\_\_

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

**Building Owner/Developer Acknowledgement**

As the Building Owner/Developer representative, I concur that this project be nominated for Designed to Earn the ENERGY STAR recognition. Our organization understands the importance of measuring actual energy use in Portfolio Manager after receiving the Certificate of Occupancy to verify that this property is performing as intended. We understand that once the building earns an ENERGY STAR score of 75 or higher, it may be eligible for ENERGY STAR certification.

Signature: \_\_\_\_\_

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

# Energy Cost Budget / PRM Summary

By SHP

Project Name:	Date: September 09, 2022
City:	Weather Data: 8750 DAYTON

Note: The percentage displayed for the "Proposed/ Base %" column of the base case is actually the percentage of the total energy consumption.

\* Denotes the base alternative for the ECB study.

		* Ait-1 MILFORD MS	
		Energy 10 <sup>^6</sup> Btu/yr	Proposed / Base % Peak kBtu/h
<b>Lighting - Conditioned</b>	Electricity	659.0	9 226
<b>Lighting - Unconditioned</b>	Electricity	22.5	0 11
<b>Space Heating</b>	Electricity	12.5	0 11
	Gas	2,028.9	28 2,736
<b>Space Cooling</b>	Electricity	855.9	12 1,564
<b>Pumps</b>	Electricity	75.9	1 166
<b>Heat Rejection</b>	Electricity	40.2	1 6
<b>Fans - Conditioned</b>	Electricity	950.8	13 516
<b>Receptacles - Conditioned</b>	Electricity	1,890.7	26 712
<b>Receptacles - Unconditioned</b>	Electricity	19.2	0 12
<b>Stand-alone Base Utilities</b>	Electricity	709.1	10 233
<b>Total Building Consumption</b>		<b>7,264.9</b>	

		* Ait-1 MILFORD MS	
		Energy 10 <sup>^6</sup> Btu/yr	Cost/yr \$/yr
<b>Total</b>	Number of hours heating load not met	7	
	Number of hours cooling load not met	0	

		* Ait-1 MILFORD MS	
		Energy 10 <sup>^6</sup> Btu/yr	Cost/yr \$/yr
<b>Electricity</b>		5,236.0	139,606
<b>Gas</b>		2,028.9	17,651

* Ait-1 MILFORD MS		
	Energy 10 <sup>6</sup> Btu/yr	Cost/yr \$/yr
Total	7,265	157,258

# ENERGY CONSUMPTION SUMMARY

By SHP

	Elect Cons. (kWh)	Gas Cons. (kBtu)	Water Cons. (1000 gals)	% of Total Building Energy	Total Building Energy (kBtu/yr)	Total Source Energy* (kBtu/yr)
<b>Alternative 1</b>						
<b>Primary heating</b>						
Primary heating	319	2,028,887		27.9 %	2,029,977	2,138,940
Other Htg Accessories	3,351		10	0.2 %	11,435	34,309
<b>Heating Subtotal</b>	<b>3,670</b>	<b>2,028,887</b>	<b>10</b>	<b>28.1 %</b>	<b>2,041,412</b>	<b>2,173,249</b>
<b>Primary cooling</b>						
Cooling Compressor	249,903			11.7 %	852,918	2,559,010
Tower/Cond Fans	11,788			0.6 %	40,232	120,708
Condenser Pump				0.0 %	0	0
Other Ctg Accessories	876			0.0 %	2,990	8,970
<b>Cooling Subtotal....</b>	<b>262,567</b>			<b>12.3 %</b>	<b>896,140</b>	<b>2,688,688</b>
<b>Auxiliary</b>						
Supply Fans	278,582			13.1 %	950,802	2,852,690
Pumps	22,232			1.0 %	75,877	227,655
Stand-alone Base Utilities	207,777			9.8 %	709,144	2,127,646
Aux Subtotal....	508,592			23.9 %	1,735,823	5,207,990
<b>Lighting</b>						
Lighting	199,694			9.4 %	681,555	2,044,870
<b>Receptacle</b>						
Receptacles	559,615			26.3 %	1,909,965	5,730,468
<b>Cogeneration</b>						
Cogeneration				0.0 %	0	0
<b>Totals</b>						
<b>Totals**</b>	<b>1,534,137</b>	<b>2,028,887</b>	<b>10</b>	<b>100.0 %</b>	<b>7,264,895</b>	<b>17,845,264</b>

\* Note: Resource Utilization factors are included in the Total Source Energy value.

\*\* Note: This report can display a maximum of 7 utilities. If additional utilities are used, they will be included in the total.

# MONTHLY ENERGY CONSUMPTION

By SHP

----- Monthly Energy Consumption -----

Utility	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
<b>Alternative: 1 MILFORD MS</b>													
Electric	On-Pk Cons. (kWh)	123,540	109,673	129,370	122,608	139,186	123,768	153,287	139,632	132,600	120,292	117,857	1,534,136
	On-Pk Demand (kW)	483	490	518	574	634	670	756	900	632	513	484	900
Gas	On-Pk Cons. (therms)	3,856	3,055	2,099	1,300	937	439	419	807	1,452	2,231	3,116	20,289
	On-Pk Demand (therms/hr)	21	21	18	15	8	6	6	7	12	18	20	21
Water	Cons. (1000gal)	1	1	1	1	1	1	1	1	1	1	1	10

### Energy Consumption

Building 36,262 Btu/(ft2-year)  
 Source 89,074 Btu/(ft2-year)

Floor Area 200,343 ft2

### Environmental Impact Analysis

CO2 No Data Available  
 SO2 No Data Available  
 NOX No Data Available



# EQUIPMENT ENERGY CONSUMPTION

By SHP

Alternative: 1 MILFORD MS

Equipment - Utility	----- Monthly Consumption -----												Total		
	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec			
<b>Lights</b>															
Electric (kWh)	18,656.6	16,870.3	19,842.8	17,863.5	19,249.7	9,572.8	9,448.2	14,566.6	17,863.5	19,249.7	18,456.6	18,063.5	199,693.8		
Peak (kW)	69.5	69.5	69.5	69.5	69.5	41.4	41.4	54.7	69.5	69.5	69.5	69.5	69.5		
<b>Misc. Ld</b>															
Electric (kWh)	50,414.8	45,576.6	52,935.8	48,381.9	51,675.3	32,477.2	32,403.7	46,895.5	48,381.9	51,675.3	49,642.4	49,154.3	559,614.7		
Peak (kW)	212.0	212.0	212.0	212.0	212.0	168.3	168.3	168.3	212.0	212.0	212.0	212.0	212.0		
<b>Cooling Coil Condensate</b>															
Recoverable Water (1000gal)	0.4	0.4	0.8	1.6	3.6	13.1	17.7	18.2	12.3	2.8	0.8	0.5	72.1		
Peak (1000gal/Hr)	0.0	0.0	0.0	0.1	0.1	0.1	0.1	0.2	0.2	0.1	0.0	0.0	0.2		
<b>Bsu 1: Building Facade</b>															
Electric (kWh)	265.6	239.9	265.6	257.0	265.6	257.0	265.6	265.6	257.0	265.6	257.0	265.6	3,127.0		
Peak (kW)	0.7	0.7	0.7	0.7	0.7	0.7	0.7	0.7	0.7	0.7	0.7	0.7	0.7		
<b>Bsu 2: ENTRY CANOPY</b>															
Electric (kWh)	90.7	81.9	90.7	87.8	90.7	87.8	90.7	90.7	87.8	90.7	87.8	90.7	1,067.6		
Peak (kW)	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2		
<b>Bsu 3: Exterior Lighting (Walkways&lt;10ft w</b>															
Electric (kWh)	574.3	518.7	574.3	555.8	574.3	555.8	574.3	574.3	555.8	574.3	555.8	574.3	6,761.6		
Peak (kW)	1.4	1.4	1.4	1.4	1.4	1.4	1.4	1.4	1.4	1.4	1.4	1.4	1.4		
<b>Bsu 4: Parking lot lights</b>															
Electric (kWh)	1,942.5	1,754.5	1,942.5	1,879.8	1,942.5	1,879.8	1,942.5	1,942.5	1,879.8	1,942.5	1,879.8	1,942.5	22,870.9		
Peak (kW)	4.8	4.8	4.8	4.8	4.8	4.8	4.8	4.8	4.8	4.8	4.8	4.8	4.8		
<b>Bsu 5: MAIN ENTRY</b>															
Electric (kWh)	133.0	120.1	133.0	128.7	133.0	128.7	133.0	133.0	128.7	133.0	128.7	133.0	1,565.9		
Peak (kW)	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3		
<b>Bsu 6: Elevator</b>															
Electric (kWh)	5,797.7	5,245.5	6,349.8	5,521.6	6,073.8	6,073.8	5,521.6	6,349.8	5,521.6	6,073.8	5,797.7	5,521.6	69,848.2		
Peak (kW)	38.1	38.1	38.1	38.1	38.1	38.1	38.1	38.1	38.1	38.1	38.1	38.1	38.1		
<b>Bsu 7: Kitchen Exhaust Fans</b>															
Electric (kWh)	1,123.0	1,016.0	1,229.9	1,069.5	1,176.4	408.2	371.0	426.7	1,069.5	1,176.4	1,123.0	1,069.5	11,258.9		
Peak (kW)	8.7	8.7	8.7	8.7	8.7	2.2	2.2	2.2	8.7	8.7	8.7	8.7	8.7		

# EQUIPMENT ENERGY CONSUMPTION

By SHP

Alternative: 1 MILFORD MS

----- Monthly Consumption -----

Equipment - Utility	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
<b>Bsu 8: Domestic hot water-Electric</b>													
Electric (kWh)	537.1	486.0	588.3	511.6	562.7	195.2	177.5	204.1	511.6	562.7	537.1	511.6	5,385.5
Peak (kW)	4.2	4.2	4.2	4.2	4.2	1.0	1.0	1.0	4.2	4.2	4.2	4.2	4.2
<b>Bsu 9: Kitchen Refrigeration/Freezer</b>													
Electric (kWh)	6,253.3	5,648.2	6,253.3	6,051.6	6,253.3	6,051.6	6,253.3	6,253.3	6,051.6	6,253.3	6,051.6	6,253.3	73,627.8
Peak (kW)	8.4	8.4	8.4	8.4	8.4	8.4	8.4	8.4	8.4	8.4	8.4	8.4	8.4
<b>Bsu 10: SUMP PUMP</b>													
Electric (kWh)	1,041.6	940.8	1,041.6	1,008.0	1,041.6	1,008.0	1,041.6	1,041.6	1,008.0	1,041.6	1,008.0	1,041.6	12,264.0
Peak (kW)	1.4	1.4	1.4	1.4	1.4	1.4	1.4	1.4	1.4	1.4	1.4	1.4	1.4
<b>Bsu 11: WH-1-2</b>													
Proc. Hot Water (therms)	849.9	768.9	930.8	809.4	890.3	301.0	273.6	314.6	809.4	890.3	849.9	809.4	8,497.6
Peak (therms/Hr)	5.7	5.7	5.7	5.7	5.7	1.7	1.7	1.7	5.7	5.7	5.7	5.7	5.7
<b>Cpl 1: CHILLER [Sum of dsn coil capacities=471.5 tons]</b>													
<b>Air-cooled chiller - 001 [Clg Nominal Capacity/F.L.Rate=228.5 tons / 269.6 kW]</b>													
Electric (kWh)	1,154.6	1,046.2	4,023.6	9,115.1	20,484.1	33,485.7	32,813.0	42,693.4	28,736.4	10,419.2	2,886.9	1,280.7	188,138.8
Peak (kW)	17.7	20.2	71.2	160.1	204.4	262.9	192.7	254.7	265.0	106.4	71.7	27.8	265.0
<b>Var vol chill water pump [F.L.Rate=16.72 kW] (Misc Accessory Equipment)</b>													
Electric (kWh)	91.2	83.3	261.1	535.7	1,239.2	2,067.0	1,978.2	2,629.1	1,824.7	618.7	197.2	100.8	11,626.0
Peak (kW)	1.2	1.3	4.3	10.3	12.9	16.3	11.9	16.1	16.7	6.7	4.5	1.7	16.7
<b>Var vol chill water pump [F.L.Rate=7.08 kW] (Misc Accessory Equipment)</b>													
Electric (kWh)	38.6	35.3	110.5	226.6	524.3	874.5	836.9	1,112.3	772.0	261.8	83.4	42.6	4,918.7
Peak (kW)	0.5	0.5	1.8	4.3	5.5	6.9	5.0	6.8	7.1	2.8	1.9	0.7	7.1
<b>Air-cooled chiller - 004 [Clg Nominal Capacity/F.L.Rate=228.5 tons / 269.6 kW] (Cooling Equipment)</b>													
Electric (kWh)	0.0	0.0	0.0	0.0	0.0	0.0	3,167.6	0.0	0.0	0.0	0.0	0.0	3,167.6
Peak (kW)	0.0	0.0	0.0	0.0	94.0	91.5	122.2	160.6	183.3	77.4	0.0	0.0	183.3
<b>Var vol chill water pump [F.L.Rate=16.72 kW] (Misc Accessory Equipment)</b>													
Electric (kWh)	0.0	0.0	0.0	0.0	0.0	0.0	178.3	0.0	0.0	0.0	0.0	0.0	178.3
Peak (kW)	0.0	0.0	0.0	0.0	5.6	5.4	7.3	9.7	11.4	4.7	0.0	0.0	11.4

# EQUIPMENT ENERGY CONSUMPTION

By SHP

Alternative: 1 MILFORD MS

Equipment - Utility	Monthly Consumption												Total
	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	
<b>Cpl 1: CHILLER [Sum of dsn coil capacities=471.5 tons]</b>													
<b>Var vol chill water pump [F.L.Rate=7.08 kW] (Misc Accessory Equipment)</b>													
Electric (kWh)	0.0	0.0	0.0	0.0	0.0	0.0	75.4	0.0	0.0	0.0	0.0	0.0	75.4
Peak (kW)	0.0	0.0	0.0	0.0	2.4	2.3	3.1	4.1	4.8	2.0	0.0	0.0	4.8
<b>Cpl 2: DFC [Sum of dsn coil capacities=11.85 tons]</b>													
<b>Air-cooled unitary - 003 [Clg Nominal Capacity/F.L.Rate=11.85 tons / 10.94 kW] (Cooling Equipment - Cooling Mode)</b>													
Electric (kWh)	4,758.9	4,304.7	4,826.7	4,702.0	5,082.6	4,992.5	5,334.5	5,420.3	4,907.0	4,859.9	4,647.3	4,759.8	58,596.3
Peak (kW)	7.7	7.8	7.9	8.4	9.3	9.7	10.0	9.7	9.5	8.3	7.8	7.7	10.0
<b>Condenser fan for Heat Pump [Design Heat Rejection/F.L.Rate=14.96 tons / 1.80 kW]</b>													
Electric (kWh)	985.2	891.2	999.2	968.3	1,015.9	964.4	1,003.2	1,031.3	980.0	1,001.8	962.1	985.4	11,787.8
Peak (kW)	1.6	1.6	1.6	1.7	1.7	1.7	1.7	1.7	1.7	1.6	1.6	1.6	1.7
<b>Cntl panel &amp; interlocks - 0.1 kW [F.L.Rate=0.10 kW] (Misc Accessory Equipment)</b>													
Electric (kWh)	74.4	67.2	74.4	72.0	74.4	72.0	74.4	74.4	72.0	74.4	72.0	74.4	876.0
Peak (kW)	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1
<b>Hpl 1: BOILER [Sum of dsn coil capacities=4,683 mbh]</b>													
<b>Boiler - 001 [Nominal Capacity/F.L.Rate=2,500 mbh / 26.34 Therms] (Heating Equipment)</b>													
Gas (therms)	3,221.7	2,480.0	1,404.0	694.6	272.2	266.2	155.2	92.0	201.7	787.2	1,596.4	2,510.3	13,681.6
Peak (therms/Hr)	21.4	21.0	17.7	14.7	8.0	2.7	2.0	1.7	5.4	12.1	18.1	20.3	21.4
<b>Var vol hot water pump [F.L.Rate=12.90 kW] (Misc Accessory Equipment)</b>													
Electric (kWh)	705.9	538.2	296.6	144.0	55.5	54.3	31.7	18.8	41.1	160.9	337.0	541.0	2,924.9
Peak (kW)	8.1	7.7	5.4	3.7	1.6	0.6	0.4	0.4	1.1	2.7	5.6	7.2	8.1
<b>Hpl 2: DFC HEATING [Sum of dsn coil capacities=18.37 mbh]</b>													
<b>Electric Resistance - 003 [Nominal Capacity/F.L.Rate=18.37 mbh / 5.38 kW] (Heating Equipment)</b>													
Electric (kWh)	96.0	75.6	28.6	7.1	0.0	0.0	0.0	0.0	0.0	0.0	36.0	76.0	319.2
Peak (kW)	2.2	1.9	0.6	0.6	0.0	0.0	0.0	0.0	0.0	0.0	0.6	1.6	2.2
<b>Hpl 3: DWH [Sum of dsn coil capacities=570 mbh]</b>													
<b>WH-1 [Nominal Capacity/F.L.Rate=285 mbh / 2.97 Therms] (Heating Equipment)</b>													
Gas (therms)	317.3	287.4	347.5	302.5	332.4	176.0	160.0	184.0	302.7	332.2	317.3	302.7	3,362.0
Peak (therms/Hr)	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0

# EQUIPMENT ENERGY CONSUMPTION

By SHP

Alternative: 1 MILFORD MS

----- Monthly Consumption -----

Equipment - Utility	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
<b>Hpl 3: DWH [Sum of dsn coil capacities=570 mbh]</b>													
<b>Water circulating pump [F.L.Rate=0.57 KW] (Misc Accessory Equipment)</b>													
Electric (kWh)	205.0	185.5	224.6	195.3	214.8	189.5	172.3	198.2	195.3	214.8	205.0	195.3	2,395.6
Peak (kW)	0.6	0.6	0.6	0.6	0.6	0.6	0.6	0.6	0.6	0.6	0.6	0.6	0.6
<b>Make-up water - 5.18e-006 gal/btu (Misc Accessory Equipment)</b>													
Make Up Water (1000gal)	0.5	0.5	0.6	0.5	0.6	0.5	0.4	0.5	0.5	0.6	0.5	0.5	6.2
<b>Cntl panel &amp; interlocks - 0.5 KW [F.L.Rate=0.50 kW] (Misc Accessory Equipment)</b>													
Electric (kWh)	178.5	161.5	195.5	170.0	187.0	165.0	150.0	172.5	170.0	187.0	178.5	170.0	2,085.5
Peak (kW)	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5
<b>WH-2 [Nominal Capacity/F.L.Rate=285 mbh / 2.97 Therms] (Heating Equipment)</b>													
Gas (therms)	317.3	287.4	347.5	302.5	332.4	136.5	124.1	142.7	302.7	332.2	317.3	302.7	3,245.4
Peak (therms/Hr)	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0
<b>Water circulating pump [F.L.Rate=0.04 KW] (Misc Accessory Equipment)</b>													
Electric (kWh)	9.4	8.5	10.3	8.9	9.8	9.8	8.9	10.3	8.9	9.8	9.4	8.9	112.9
Peak (kW)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
<b>Make-up water - 5.18e-006 gal/btu (Misc Accessory Equipment)</b>													
Make Up Water (1000gal)	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3	3.7
<b>Cntl panel &amp; interlocks - 0.5 KW [F.L.Rate=0.50 kW] (Misc Accessory Equipment)</b>													
Electric (kWh)	105.0	95.0	115.0	100.0	110.0	110.0	100.0	115.0	100.0	110.0	105.0	100.0	1,265.0
Peak (kW)	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5
<b>Sys 1: AHU-1-CR</b>													
<b>Total-energy wheel (OA precondition) [Stage 1 Energy Recovery]</b>													
Energy Recovered (therms)	449.6	236.0	78.8	15.3	0.0	22.3	73.3	51.8	0.0	17.3	78.0	194.8	1,217.3
Peak (therms/Hr)	3.0	2.3	1.3	0.5	0.4	0.8	1.0	0.8	0.6	0.5	1.4	1.9	3.0
<b>Total-energy wheel (OA precondition) [Stage 1 Parasitics]</b>													
Electric (kWh)	113.2	96.0	115.2	100.0	17.6	73.6	100.4	104.4	28.0	109.2	106.0	101.6	1,065.2
Peak (kW)	0.4	0.4	0.4	0.4	0.4	0.4	0.4	0.4	0.4	0.4	0.4	0.4	0.4
<b>90.1-10 Min VAV AF Centrifugal [DsnAirflow/F.L.Rate=24,886 cfm / 27.43 kW] (Main Clg Fan)</b>													
Electric (kWh)	4,382.5	2,741.2	3,191.5	2,861.4	3,115.6	3,331.6	3,250.1	4,239.5	3,159.2	3,363.6	2,954.9	2,864.1	39,455.2
Peak (kW)	20.7	22.1	22.0	23.4	25.3	24.4	26.2	25.6	27.4	27.1	25.1	23.0	27.4

# EQUIPMENT ENERGY CONSUMPTION

By SHP

Alternative: 1 MILFORD MS

----- Monthly Consumption -----

Equipment - Utility	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
<b>Sys 1: AHU-1-CR</b>													
AF Centrifugal const vol [DsnAirflow/F.L.Rate=4,260 cfm / 0.70 kW]													
Electric (kWh)	50.0	33.4	43.5	38.1	45.2	41.8	38.0	49.4	38.9	40.1	40.4	35.6	494.3
Peak (kW)	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3
90.1-10 Min VAV AF Centrifugal [DsnAirflow/F.L.Rate=13,705 cfm / 9.50 kW] (System Exhaust Fan)													
Electric (kWh)	1,177.9	765.5	971.4	922.8	699.7	921.8	970.6	1,112.0	660.6	1,021.0	889.1	813.4	10,925.6
Peak (kW)	7.6	7.6	7.6	7.5	7.6	7.5	7.8	6.9	7.7	7.7	7.6	7.6	7.8
<b>Sys 2: AHU-3-CR</b>													
Total-energy wheel (OA precondition) [Stage 1 Energy Recovery]													
Energy Recovered (therms)	464.9	346.4	25.3	2.7	0.0	16.0	66.0	43.9	0.0	0.4	32.0	266.5	1,263.9
Peak (therms/Hr)	2.5	2.3	0.5	0.2	0.6	0.7	0.8	0.6	0.5	0.0	0.6	1.8	2.5
Total-energy wheel (OA precondition) [Stage 1 Parasitics]													
Electric (kWh)	113.2	102.4	122.8	106.0	26.4	61.6	96.0	101.2	25.2	116.4	112.8	108.4	1,092.4
Peak (kW)	0.4	0.4	0.4	0.4	0.4	0.4	0.4	0.4	0.4	0.4	0.4	0.4	0.4
90.1-10 Min VAV AF Centrifugal [DsnAirflow/F.L.Rate=20,598 cfm / 22.70 kW] (Main Clg Fan)													
Electric (kWh)	5,228.7	4,595.8	5,138.0	4,346.9	4,144.4	2,964.8	3,084.7	3,482.8	2,805.1	4,766.5	4,803.3	4,829.9	50,190.8
Peak (kW)	18.6	18.6	18.6	18.6	18.6	22.3	22.7	19.0	22.7	19.3	18.6	18.6	22.7
90.1-10 Min VAV AF Centrifugal [DsnAirflow/F.L.Rate=11,735 cfm / 8.12 kW] (System Exhaust Fan)													
Electric (kWh)	1,743.0	1,575.6	1,908.1	1,656.4	1,292.1	1,068.1	1,120.2	1,214.9	886.5	1,825.0	1,742.3	1,658.6	17,691.0
Peak (kW)	8.1	8.1	8.1	8.1	8.1	8.1	8.1	6.4	8.1	8.1	8.1	8.1	8.1
<b>Sys 3: AHU-6(OFFICE)</b>													
Total-energy wheel (OA precondition) [Stage 1 Energy Recovery]													
Energy Recovered (therms)	62.8	49.4	14.5	2.0	0.0	1.1	9.7	7.3	0.0	5.0	14.8	39.0	205.5
Peak (therms/Hr)	0.5	0.5	0.2	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.3	0.5	0.5
Total-energy wheel (OA precondition) [Stage 1 Parasitics]													
Electric (kWh)	113.2	102.4	122.8	108.0	26.4	56.0	108.4	113.6	34.0	118.0	112.8	108.4	1,124.0
Peak (kW)	0.4	0.4	0.4	0.4	0.4	0.4	0.4	0.4	0.4	0.4	0.4	0.4	0.4
90.1-10 Min VAV AF Centrifugal [DsnAirflow/F.L.Rate=5,811 cfm / 6.09 kW] (Main Clg Fan)													
Electric (kWh)	854.1	697.1	701.6	612.4	660.4	809.6	858.3	880.5	600.4	668.4	687.5	742.1	8,772.3
Peak (kW)	3.6	3.6	3.3	3.7	5.1	5.8	6.1	5.3	5.5	4.3	3.2	3.5	6.1

# EQUIPMENT ENERGY CONSUMPTION

By SHP

Alternative: 1 MILFORD MS

----- Monthly Consumption -----

Equipment - Utility	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
<b>Sys 3: AHU-6(OFFICE)</b>													
AF Centrifugal const vol [DsnAirflow/F.L.Rate=409 cfm / 0.07 kW] (Room Exhaust Fan)	1.4	1.1	1.5	1.4	1.7	1.7	1.4	1.6	1.4	1.5	1.3	1.2	17.3
Electric (kWh)													
Peak (kW)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
90.1-10 Min VAV AF Centrifugal [DsnAirflow/F.L.Rate=2,231 cfm / 2.16 kW] (System Exhaust Fan)	313.3	285.0	343.5	297.2	244.9	241.5	258.3	267.5	198.2	327.2	314.1	300.1	3,390.8
Electric (kWh)													
Peak (kW)	2.1	2.1	2.1	2.1	2.1	2.1	2.1	1.8	2.1	2.1	2.1	2.1	2.1
<b>Sys 4: AHU-7-BAND</b>													
90.1-10 Min VAV AF Centrifugal [DsnAirflow/F.L.Rate=6,776 cfm / 4.02 kW] (Main Cfg Fan)	1,000.0	704.3	733.3	571.2	579.7	632.3	448.1	330.0	558.6	627.0	695.1	746.4	7,626.0
Electric (kWh)													
Peak (kW)	4.0	4.0	4.0	4.0	4.0	4.0	4.0	2.8	4.0	4.0	4.0	4.0	4.0
90.1-10 Min VAV AF Centrifugal [DsnAirflow/F.L.Rate=4,121 cfm / 0.73 kW] (System Exhaust Fan)	67.0	67.6	81.2	71.1	77.7	67.3	55.5	44.2	64.8	78.5	75.0	69.4	819.4
Electric (kWh)													
Peak (kW)	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.4	0.5	0.5	0.5	0.5	0.5
<b>Sys 5: AHU-8-GYM</b>													
90.1-10 Min VAV AF Centrifugal [DsnAirflow/F.L.Rate=16,114 cfm / 3.48 kW] (Main Cfg Fan)	95.1	62.8	13.4	0.0	0.0	0.0	14.5	1.7	0.0	0.0	25.0	63.1	275.5
Electric (kWh)													
Peak (kW)	3.5	3.5	3.5	3.5	3.5	3.5	0.2	3.5	3.5	3.5	3.5	3.5	3.5
<b>Sys 6: AHU-5(DINING)</b>													
Total-energy wheel (OA precondition) [Stage 1 Energy Recovery]	64.1	59.0	26.2	4.3	0.0	2.1	8.6	4.3	0.0	5.3	28.5	57.2	259.6
Energy Recovered (therms)													
Peak (therms/Hr)	0.9	0.8	0.5	0.2	0.1	0.3	0.3	0.2	0.2	0.2	0.5	0.8	0.9
Total-energy wheel (OA precondition) [Stage 1 Parasitics]	104.8	94.8	113.6	100.0	26.4	100.0	92.4	104.4	35.2	109.2	104.4	100.4	1,085.6
Electric (kWh)													
Peak (kW)	0.4	0.4	0.4	0.4	0.4	0.4	0.4	0.4	0.4	0.4	0.4	0.4	0.4
90.1-10 Min VAV AF Centrifugal [DsnAirflow/F.L.Rate=13,761 cfm / 14.86 kW] (Main Cfg Fan)	1,837.2	1,646.2	1,751.8	1,436.1	1,396.3	262.8	250.2	226.2	1,276.8	1,615.1	1,631.3	1,704.0	15,033.9
Electric (kWh)													
Peak (kW)	14.2	13.7	14.2	14.2	13.0	11.1	10.7	9.5	14.0	14.3	14.1	14.1	14.3

# EQUIPMENT ENERGY CONSUMPTION

By SHP

Alternative: 1 MILFORD MS

Equipment - Utility	Monthly Consumption -----												Total
	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	
<b>Sys 6: AHU-5(DINING)</b>													
AF Centrifugal const vol [DsnAirflow/F.L.Rate=3,332 cfm / 0.55 kW]													
Electric (kWh)	42.6	40.2	50.0	43.4	51.8	44.4	40.4	44.9	46.3	47.8	45.8	42.7	540.2
Peak (kW)	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3
90.1-10 Min VAV AF Centrifugal [DsnAirflow/F.L.Rate=6,663 cfm / 6.05 kW] (System Exhaust Fan)													
Electric (kWh)	202.9	196.1	286.1	249.2	186.9	107.6	82.7	41.0	177.5	273.3	262.1	211.6	2,277.0
Peak (kW)	2.2	1.5	3.2	3.3	2.2	3.3	1.5	1.1	2.2	3.3	3.2	3.2	3.3
<b>Sys 7: AHU-9-AUX GYM</b>													
90.1-10 Min VAV AF Centrifugal [DsnAirflow/F.L.Rate=8,220 cfm / 6.67 kW] (Main Cig Fan)													
Electric (kWh)	55.4	37.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	35.2	127.7
Peak (kW)	6.7	6.7	6.7	6.7	6.7	6.7	6.7	6.7	6.7	6.7	6.7	6.7	6.7
90.1-10 Min VAV AF Centrifugal [DsnAirflow/F.L.Rate=4,521 cfm / 1.64 kW] (System Exhaust Fan)													
Electric (kWh)	0.6	0.4	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.4	1.4
Peak (kW)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
<b>Sys 8: DFC</b>													
AF Centrifugal var freq drv [DsnAirflow/F.L.Rate=6,365 cfm / 0.44 kW] (Main Cig Fan)													
Electric (kWh)	225.6	203.1	224.1	217.9	225.3	209.9	203.7	235.6	217.5	224.2	217.1	225.2	2,629.2
Peak (kW)	0.4	0.4	0.4	0.4	0.4	0.4	0.4	0.4	0.4	0.4	0.4	0.4	0.4
<b>Sys 9: CUH</b>													
Unit vent supply fan [DsnAirflow/F.L.Rate=643.0 cfm / 0.08 kW] (Main Htg Fan)													
Electric (kWh)	44.6	38.1	31.1	21.7	16.5	16.5	10.0	0.0	15.2	25.2	32.2	39.7	290.6
Peak (kW)	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.0	0.1	0.1	0.1	0.1	0.1
<b>Sys 10: FCU-1</b>													
Fixed-membrane HX (OA precondition) [Stage 1 Energy Recovery]													
Energy Recovered (therms)	12.8	10.8	4.0	0.3	0.1	0.0	0.8	0.6	0.1	0.6	5.2	10.0	45.4
Peak (therms/Hr)	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.1	0.1
Direct Drive AF Var Freq Drv [DsnAirflow/F.L.Rate=364.0 cfm / 0.24 kW] (Main Cig Fan)													
Electric (kWh)	71.8	64.4	68.5	57.3	62.4	66.6	62.7	69.9	57.3	62.4	64.8	67.5	775.4
Peak (kW)	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2

# EQUIPMENT ENERGY CONSUMPTION

By SHP

Alternative: 1 MILFORD MS

----- Monthly Consumption -----

Equipment - Utility	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
<b>Sys 11: FCU-2</b>													
Fixed-membrane HX (OA precondition) [Stage 1 Energy Recovery]	2.1	1.5	0.3	0.2	0.0	0.0	0.4	0.3	0.1	0.3	0.3	1.2	6.6
Energy Recovered (therms)													
Peak (therms/Hr)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Direct Drive AF Var Freq Drv [DsnAirflow/F.L.Rate=249.7 cfm / 0.17 kW] (Main Clg Fan)	45.2	39.5	44.9	38.5	42.8	42.8	39.9	44.7	38.4	42.4	41.7	41.9	502.6
Electric (kWh)													
Peak (kW)	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2
<b>Sys 12: FCU-3</b>													
Fixed-membrane HX (OA precondition) [Stage 1 Energy Recovery]	0.5	0.4	0.1	0.0	0.0	0.0	0.2	0.2	0.0	0.1	0.1	0.3	1.9
Energy Recovered (therms)													
Peak (therms/Hr)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Direct Drive AF Var Freq Drv [DsnAirflow/F.L.Rate=126.5 cfm / 0.08 kW] (Main Clg Fan)	21.0	18.6	21.7	18.7	20.5	20.5	18.9	21.5	18.6	20.6	19.9	19.4	239.9
Electric (kWh)													
Peak (kW)	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1
<b>Sys 13: FCU-4</b>													
Direct Drive AF Var Freq Drv [DsnAirflow/F.L.Rate=425.0 cfm / 0.28 kW] (Main Clg Fan)	31.8	28.5	33.4	28.6	31.3	20.9	19.2	21.6	27.0	31.7	30.8	30.1	334.8
Electric (kWh)													
Peak (kW)	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1
AF Centrifugal const vol [DsnAirflow/F.L.Rate=747.5 cfm / 0.12 kW] (Room Exhaust Fan)	1.8	1.6	1.9	1.7	1.9	1.3	1.2	1.3	1.7	1.9	1.8	1.7	19.7
Electric (kWh)													
Peak (kW)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
<b>Sys 14: FCU-5</b>													
Direct Drive AF Var Freq Drv [DsnAirflow/F.L.Rate=559.0 cfm / 0.37 kW] (Main Clg Fan)	44.1	38.6	44.0	37.6	41.1	27.7	27.4	29.0	39.6	41.6	40.7	39.9	451.3
Electric (kWh)													
Peak (kW)	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2
AF Centrifugal const vol [DsnAirflow/F.L.Rate=1,371 cfm / 0.23 kW] (Room Exhaust Fan)	2.8	2.5	3.0	2.6	2.8	2.0	1.8	2.0	2.5	2.8	2.7	2.6	30.1
Electric (kWh)													
Peak (kW)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
<b>Sys 15: FCU-7</b>													



# EQUIPMENT ENERGY CONSUMPTION

By SHP

Alternative: 1 MILFORD MS

----- Monthly Consumption -----

Equipment - Utility	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
<b>Sys 15: FCU-7</b>													
<b>Fixed-membrane HX (OA precondition) [Stage 1 Energy Recovery]</b>													
Energy Recovered (therms)	1.6	1.4	0.5	0.2	0.0	0.0	0.1	0.0	0.0	0.1	0.6	1.3	5.7
Peak (therms/Hr)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
<b>Direct Drive AF Var Freq Drv [DsnAirflow/F.L.Rate=1,048 cfm / 0.70 kW] (Main Clg Fan)</b>													
Electric (kWh)	88.9	77.9	94.6	85.3	123.2	113.8	88.7	52.9	111.9	113.0	82.8	79.2	1,112.3
Peak (kW)	0.7	0.7	0.7	0.7	0.7	0.7	0.7	0.6	0.7	0.7	0.7	0.7	0.7
<b>AF Centrifugal const vol [DsnAirflow/F.L.Rate=970 cfm / 0.16 kW] (Room Exhaust Fan)</b>													
Electric (kWh)	1.1	0.9	1.1	1.0	1.7	1.3	1.0	0.8	1.5	1.5	1.0	1.0	13.8
Peak (kW)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
<b>Sys 16: FCU-9/12</b>													
<b>Direct Drive AF Var Freq Drv [DsnAirflow/F.L.Rate=822.0 cfm / 0.23 kW] (Main Clg Fan)</b>													
Electric (kWh)	81.9	70.2	66.2	55.0	62.6	66.0	64.7	69.2	55.3	61.2	72.0	70.3	794.5
Peak (kW)	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2
<b>Sys 17: FCU-11</b>													
<b>Direct Drive AF Var Freq Drv [DsnAirflow/F.L.Rate=1,265 cfm / 0.35 kW] (Main Clg Fan)</b>													
Electric (kWh)	137.8	120.6	113.7	86.9	72.4	69.9	46.6	0.0	65.5	96.4	108.9	122.5	1,041.1
Peak (kW)	0.4	0.4	0.4	0.4	0.4	0.4	0.4	0.0	0.4	0.4	0.4	0.4	0.4
<b>Sys 18: AHU-2-CR</b>													
<b>Total-energy wheel (OA precondition) [Stage 1 Energy Recovery]</b>													
Energy Recovered (therms)	294.0	217.9	11.4	0.3	0.0	40.0	72.9	49.8	0.3	0.3	16.2	164.4	867.5
Peak (therms/Hr)	1.7	1.6	0.3	0.0	0.4	0.7	0.7	0.5	0.5	0.0	0.4	1.2	1.7
<b>Total-energy wheel (OA precondition) [Stage 1 Parasitics]</b>													
Electric (kWh)	100.8	91.2	110.4	96.0	26.4	88.0	96.0	101.2	32.0	105.6	100.8	96.0	1,044.4
Peak (kW)	0.4	0.4	0.4	0.4	0.4	0.4	0.4	0.4	0.4	0.4	0.4	0.4	0.4
<b>90.1-10 Min VAV AF Centrifugal [DsnAirflow/F.L.Rate=13,370 cfm / 14.74 kW] (Main Clg Fan)</b>													
Electric (kWh)	3,818.9	3,586.6	3,906.6	3,268.3	3,028.2	3,336.4	2,887.3	2,599.3	2,823.9	3,590.5	3,634.0	3,689.6	40,169.5
Peak (kW)	14.4	14.4	14.4	14.4	14.4	14.4	14.5	10.9	14.7	14.4	14.4	14.4	14.7

# EQUIPMENT ENERGY CONSUMPTION

By SHP

Alternative: 1 MILFORD MS

Equipment - Utility	----- Monthly Consumption -----												Total
	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	

**Sys 18: AHU-2-CR**

AF Centrifugal const vol [DsnAirflow/F.L.Rate=815 cfm / 0.13 kW] (Room Exhaust Fan)

Electric (kWh)	27.1	24.5	29.8	25.9	28.7	28.3	23.6	27.4	25.7	28.5	27.2	25.8	322.5
Peak (kW)	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1

90.1-1-10 Min VAV AF Centrifugal [DsnAirflow/F.L.Rate=7,577 cfm / 5.25 kW] (System Exhaust Fan)

Electric (kWh)	998.2	903.1	1,092.6	950.4	737.3	971.2	844.9	678.8	706.7	1,044.8	997.4	950.6	10,876.0
Peak (kW)	4.5	4.5	4.5	4.5	4.5	4.5	4.5	2.6	4.5	4.5	4.5	4.5	4.5

**Sys 19: AHU-4-MCR**

Total-energy wheel (OA precondition) [Stage 1 Energy Recovery]

Energy Recovered (therms)	334.5	250.5	20.3	0.5	0.0	47.7	93.9	77.4	0.0	0.0	23.6	192.7	1,041.1
Peak (therms/Hr)	1.7	1.6	0.4	0.1	0.4	0.7	0.9	0.7	0.6	0.0	0.4	1.2	1.7

Total-energy wheel (OA precondition) [Stage 1 Parasitics]

Electric (kWh)	100.8	91.2	110.4	96.0	26.4	95.2	96.0	101.2	32.0	105.6	100.8	96.0	1,051.6
Peak (kW)	0.4	0.4	0.4	0.4	0.4	0.4	0.4	0.4	0.4	0.4	0.4	0.4	0.4

90.1-1-10 Min VAV AF Centrifugal [DsnAirflow/F.L.Rate=13,208 cfm / 14.56 kW] (Main Clg Fan)

Electric (kWh)	3,736.3	3,323.9	3,922.5	3,264.2	3,083.6	3,438.8	3,064.2	3,446.3	2,755.4	3,646.9	3,637.6	3,594.2	40,914.0
Peak (kW)	14.0	14.0	14.0	13.8	13.9	14.3	13.5	13.1	14.5	13.5	14.0	14.0	14.5

AF Centrifugal const vol [DsnAirflow/F.L.Rate=809.9 cfm / 0.13 kW] (Room Exhaust Fan)

Electric (kWh)	18.1	16.4	19.9	17.3	19.0	19.0	15.8	19.5	15.9	19.0	18.2	17.3	215.4
Peak (kW)	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1

90.1-1-10 Min VAV AF Centrifugal [DsnAirflow/F.L.Rate=7,864 cfm / 5.44 kW] (System Exhaust Fan)

Electric (kWh)	1,212.0	1,096.4	1,327.1	1,154.0	902.5	1,220.2	1,137.1	1,195.4	868.4	1,269.4	1,211.8	1,154.1	13,748.2
Peak (kW)	4.9	4.9	4.9	4.9	4.9	4.9	5.0	4.5	5.0	4.9	4.9	4.9	5.0

# SECTION 6

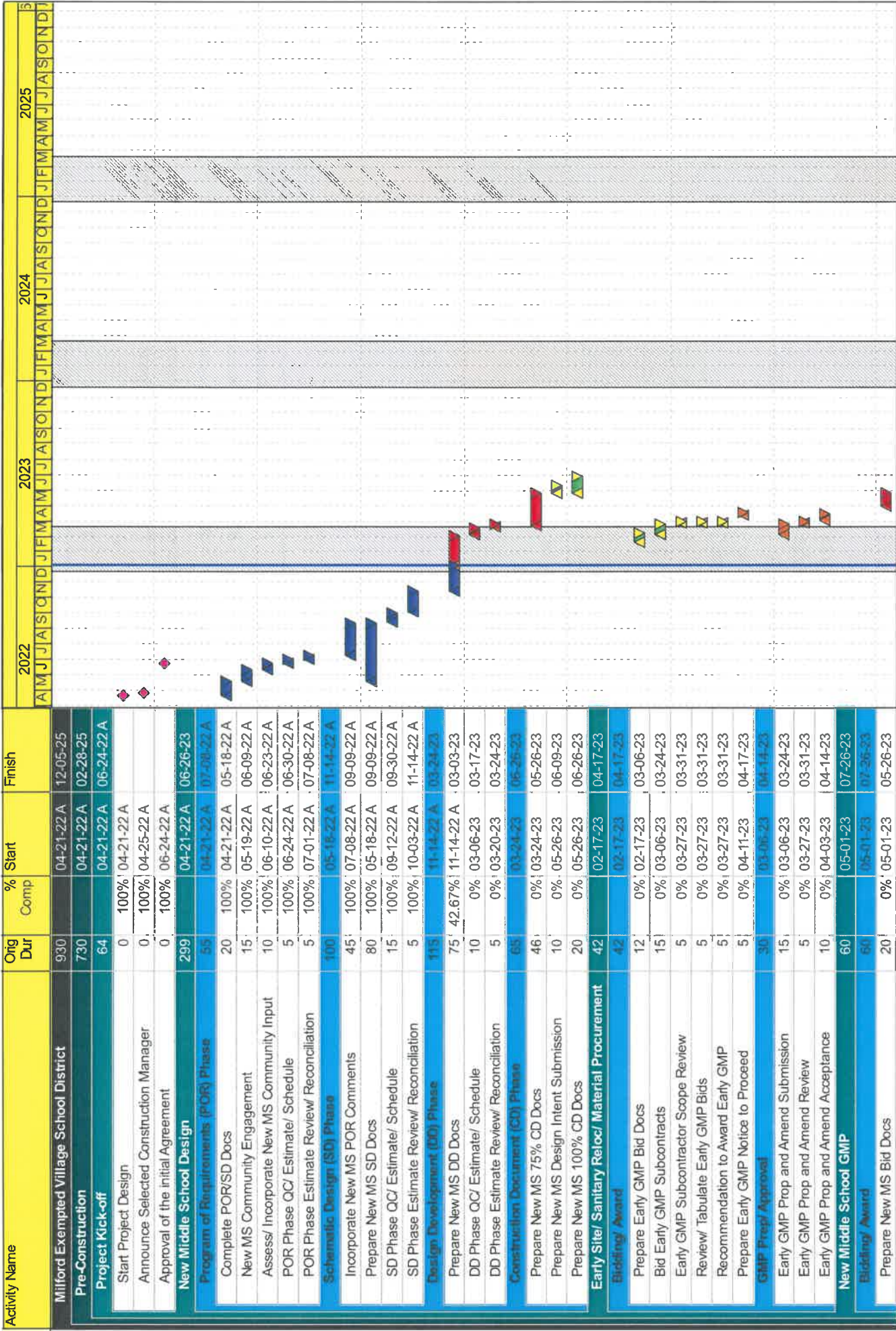
## Project Schedule

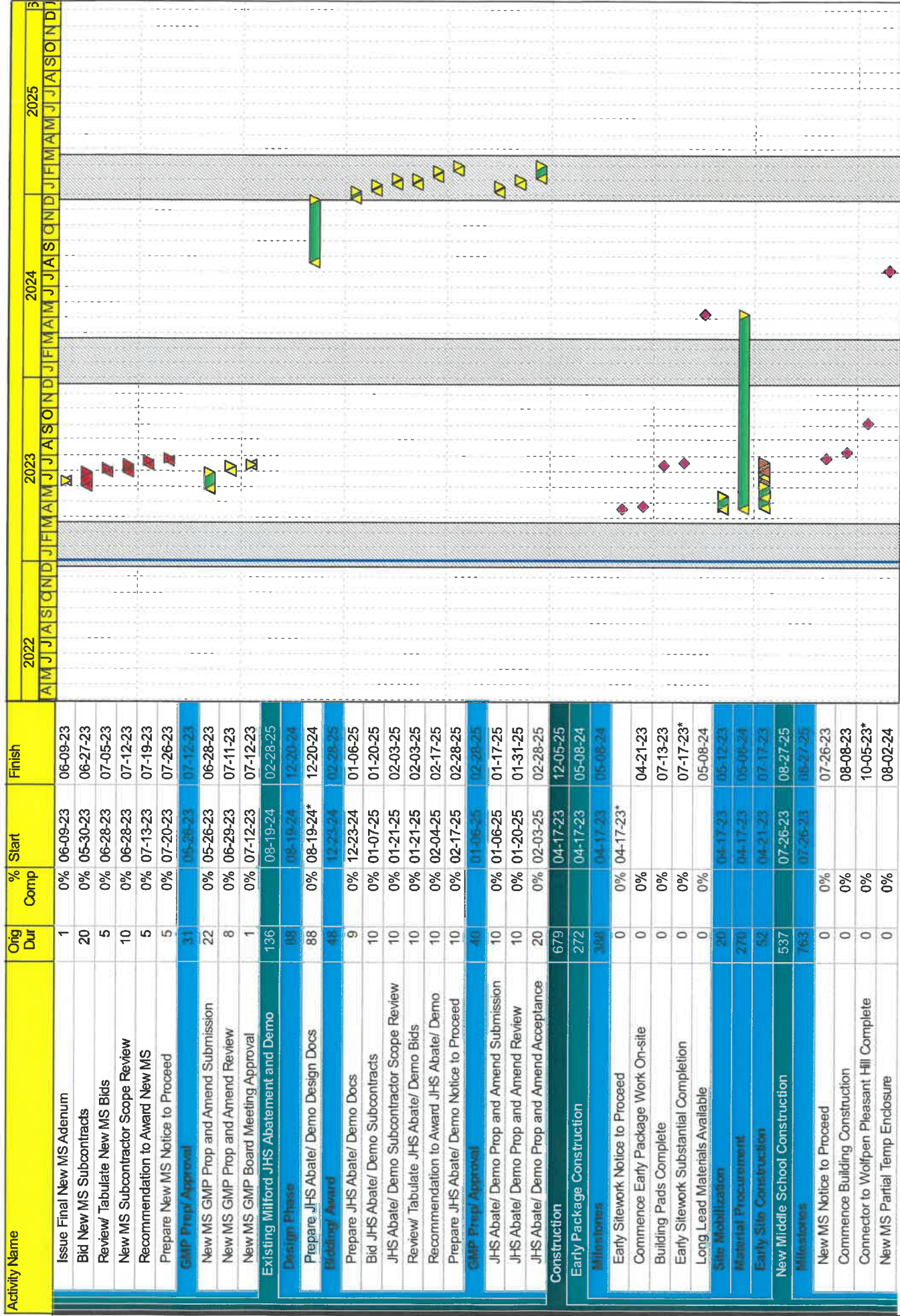


ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Aug 21, '22							
							S	M	T	W	T	F	S	M
1	★	Schematic Design Documents Due	1 day	Fri 9/9/22	Fri 9/9/22									
2	★	Schematic Estimate Creation	15 days	Mon 9/12/22	Fri 9/30/22									
3	★	Schematic Estimate Review	5 days	Mon 10/3/22	Fri 10/7/22									
4	★	Design Development Documents Due	1 day	Fri 1/27/23	Fri 1/27/23									
5	★	Design Development Estimate Creation	15 days	Mon 1/30/23	Fri 2/17/23									
6	★	Design Development Estimate Review	5 days	Mon 2/20/23	Fri 2/24/23									
7	★	Early Site Package Due	1 day	Fri 1/27/23	Fri 1/27/23									
8	★	Early Procurement Package Due	1 day	Fri 1/27/23	Fri 1/27/23									
9	★	Abatement / Demo Package Due	1 day	Fri 1/27/23	Fri 1/27/23									
10	★	Early Site / Procurement GMP Creation	15 days	Mon 1/30/23	Fri 2/17/23									
11	★	Early Site / Procurement GMP Review	5 days	Mon 2/20/23	Fri 2/24/23									
12	★	50% Construction Documents Due	1 day	Thu 4/6/23	Thu 4/6/23									
13	★	Building GMP Creation	22 days	Thu 4/6/23	Fri 5/5/23									
14	★	Building GMP Review	8 days	Mon 5/8/23	Wed 5/17/23									
15	★	<b>Board Meeting Approval</b>	<b>1 day</b>	<b>Thu 5/18/23</b>	<b>Thu 5/18/23</b>									
16	★	100% Construction Documents Due	1 day	Fri 6/2/23	Fri 6/2/23									
17	★	Mobilization Building Package	1 day	Fri 6/2/23	Fri 6/2/23									
18	→													
19	?													

Project: Milford Precon Schedu  
Date: Thu 9/8/22

Task		Inactive Summary		External Tasks	
Split		Manual Task		External Milestone	
Milestone		Duration-only		Deadline	
Summary		Manual Summary Rollup		Progress	
Project Summary		Manual Summary		Manual Progress	
Inactive Task		Start-only			
Inactive Milestone		Finish-only			

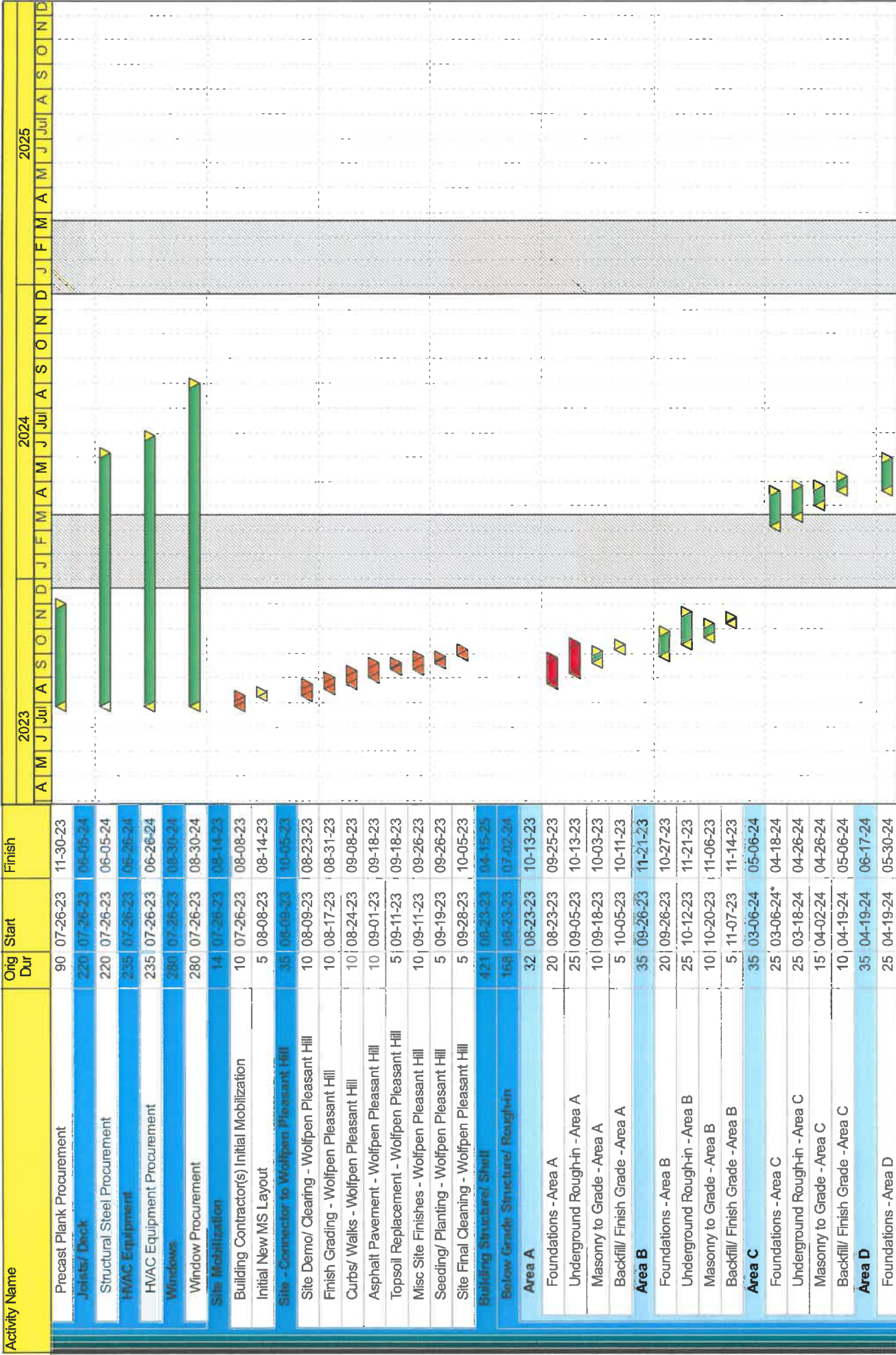


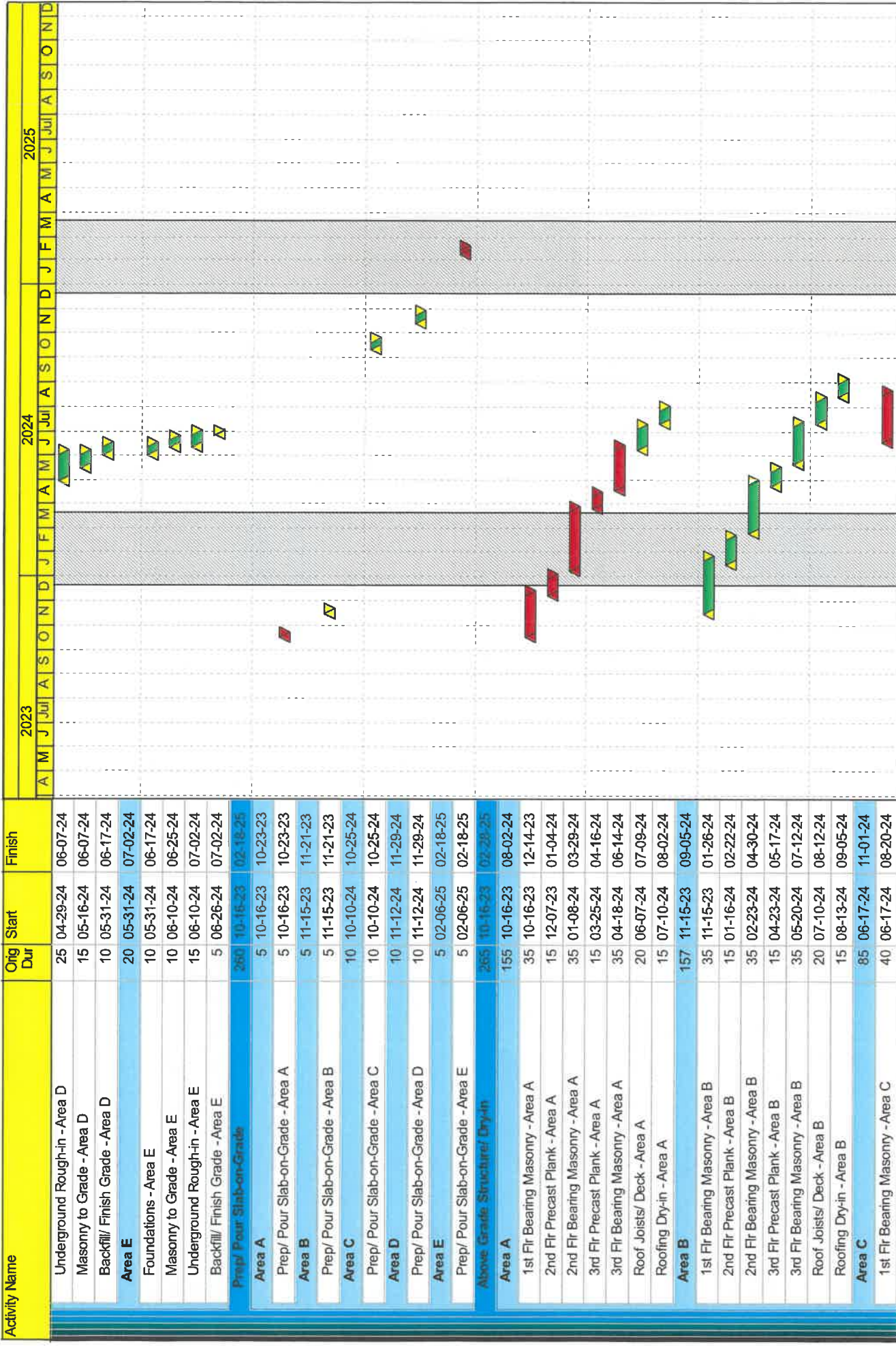




















# SECTION 7

## POR / SD Phase Compliance Reviews



**MILFORD EVSD  
NEW MIDDLE SCHOOL  
SCHEMATIC DESIGN PHASE REVIEW SUMMARY**

A. Minimum Phase Submission Requirements – *Meets Requirements*

B. POR vs. ACTUAL SF Review – *refer to attached POR vs. Actual Review for details*

- Actual Total Gross SF developed = 206,788 SF (AE Calculation Sheet G051)
- POR Total Gross SF developed = 206,774 SF (AE SD Submission 9/8/22)
- Total Adjusted Gross SF Allowable/Funded = 202,921 SF
- **Actual exceeds Allowable by 3867 SF (LFI amount)**
  
- Academic Net Actual SF developed = 89,605 – **Exceeds OSDM - OK**
- Academic Net OSDM Recommended SF = 82,600
- Non-academic Net Actual SF developed = 48697 – **Under OSDM - OK**
- Non-academic Net OSDM Recommended SF = 57525
  
- Academic Core Notes
  - SF Reductions taken to provide (12) 603 SF ELA's
  - Note 3 CR's under 810 SF (2@808, 1@792)
  - 2<sup>nd</sup> Floor Art Storage not adjacent to Art Room
  - No Art Storage provide at 3<sup>rd</sup> floor Art Room
- Media Center - 33% under OSDM
- Student Dining - 14% under OSDM
  - no stage provided
- Circulation - 13% over OSDM

C. Teaching Stations

- Teaching Stations provided = 86 – **Exceeds Requirements**
- Teaching Stations required = 54

D. 3000 - Site Design Notes

- Acreage meets requirements
- Traffic Impact Study required?
- Verify one-way traffic
- Is driveway entrance/exit shared with existing HS?
- Verify bicycle lanes, pads, racks
- Parking Calculation – 216 co-funded, 385 provided
- Verify future sports fields (baseball, tennis courts, football/track)
- Sidewalk thickness is 5", OSDM is 4"

E. 5100 – Middle School Spatial Relationship – ***Meets Requirements***

F. 8000 – Systems and Materials – ***Meets Requirements***

*Review Phase Submission Form Documents and Assign Responsibility*



MILFORD EXEMPTED VILLAGE SCHOOL DISTRICT

NEW MIDDLE SCHOOL

POR VS. ACTUAL SF REVIEW

Grade Configuration: 6-8	Master Plan	SF / STUDENT	TOTAL GROSS SF
Student Capacity	Middle School		
Middle School Grades 6-8	1800	125.73	201,175
Total Student Capacity			1746
SELECT ONE Single Story Building Plus Vertical Circulation (for Multistory Buildings) Area Funded.			202,921
Total Adjusted Gross Square Feet Allowable/Funded			

SD

POR vs. ACTUAL SF SUMMARY

Program Area	POR	CORE SPACE		ACTUAL CD	NEW SF	OSDM RECOMMENDED 1800 STUDENTS	VARIANCE from OSDM RECOMMENDED
		NEW SF	ACTUAL SF				
MAC Academic Core	69,670	69,670				68,160	2%
M-SE Special Education	7,140	7,140				6,850	3%
M-AD Administration	6,170	6,170				6,020	2%
M-MC Media Center	5,120	4,897				7,220	-33%
M-VA Visual Arts	4,200	4,095				4,250	-4%
M-MU Music	5,960	5,854				6,040	-1%
M-TE Technical Education	2,900	2,838				300	848%
M-FCS Family & Consumer Science Spaces	0	0				0	-2%
M-FPE Physical Education	22250	22149				23900	-14%
M-SD Student Dining	9,980	9,863				10,530	1%
M-FS Food Service	5,815	5,898				5,965	-4%
M-CU Custodial	500	565				900	-44%
M-BS Building Services	139,705	138,392				140,125	-1%
Net Core Space	46,751	52,379				46,460	13%
Total Core Space	186,456	192,631				186,585	2%
Construction Factor (11% multiplied by the facility total)	0.11	0.09					
Gross Square Feet Developed	206,774	202,788					
Minus existing Master Plan Oversize SF	206,774	206,788					
TOTAL ADJUSTED GROSS SF DEVELOPED	202,921	202,921					
MAXIMUM GROSS SF ALLOWABLE/CO-	3853	3857					
Difference of SF developed from SF funded							

MS TEACHING STATIONS =

Overall Gross Square Footage Developed  
 \*Total square footage developed may be no greater than 1% of the total adjusted gross funded square footage. Max Allow. Gross SF = 201,124  
 \*Total square footage developed may be no less than .5% of the total adjusted gross funded square footage. Min Allow. Gross SF = 201,906

TOTAL GROSS SF DEVELOPED	POR	Schematic	DD	CD
	206,774	206,788		
TOTAL GROSS SF ALLOWABLE =	202,921	202,921		
VARIANCE =	3853	3857		

Gross SF at SD = 4867

OVERALL GROSS SF EXCEEDS REQUIREMENTS

Teaching Stations	POR	Schematic	DD	CD
75 MS Teaching Stations Required		75		

TEACHING STATIONS MEETS REQUIREMENT REVIEW COMMENTARY

- 1)
- 1)

NOTES

**ACADEMIC CORE SPACES**

ACADEMIC CORE SPACE				
EXAMPLE - 1500 STUDENTS				
Space	Qty	SF	Area	Notes
M-AC-1 Middle School Classroom	54	900	48,600	
M-AC-2 Project Laboratory	8	1,100	8,800	
M-AC-3 Sci/Tech/Eng/Math/Computer	1	1,000	1,000	
M-AC-4 Teacher Prep Area/Workroom	4	300	1,200	
M-AC-5 Individual Restroom	4	60	240	
M-AC-6 Instructional Material Storage	4	200	800	
M-AC-7 Small Group Room	2	150	300	
M-AC-7a Small Group Room	0	150	0	1
M-AC-8 Multi-use Studio	0	1500	0	1
M-AC-9 Kinesthetic Learning Studio	0	1700	0	1
<b>Academic Core Total</b>			<b>60,940</b>	

**Milford EVSD**

ACADEMIC CORE SPACE				
EXAMPLE - 2,000 STUDENTS				
Space	Qty	SF	Area	Notes
M-AC-1 Middle School Classroom	72	900	64,800	
M-AC-2 Project Laboratory	9	1,100	9,900	
M-AC-3 Sci/Tech/Eng/Math/Computer Lab	1	1,000	1,000	
M-AC-4 Teacher Prep Area/Workroom	6	300	1,800	
M-AC-5 Individual Restroom	6	60	360	
M-AC-6 Instructional Material Storage	6	200	1,200	
M-AC-7 Small Group Room	3	150	450	
M-AC-7a Small Group Room	0	150	0	1
M-AC-8 Multi-use Studio	0	1500	0	1
M-AC-9 Kinesthetic Learning Studio	0	2000	0	1
<b>Academic Core Total</b>			<b>79,510</b>	

ACADEMIC CORE SPACE											
EXAMPLE - 1600 STUDENTS											
POR			SD			DD			OSDM RECOMMENDED		
Academic Core	Space	Qty	SF	Area	Qty	SF	Area	Qty	SF	Area	Notes
M-AC-1	Middle School Classroom	46	810	37,260	48	810	37,260	56	900	50,400	
M-AC-1	Middle School Classroom	1	810	810	1	810	810				
M-AC-1	Middle School Classroom	1	810	810	1	810	810				
M-AC-1	Middle School Classroom	2	810	1,620	2	810	1,620				
M-AC-1	Middle School Classroom	1	810	810	1	810	810				
M-AC-2	Project Laboratory	14	1,100	15,400	14	1,075	15,075	5	1,100	5,500	
M-AC-2	Project Laboratory (flex)	2	1,200	2,400	2	1,203	2,406				
M-AC-3	Sci/Tech/Eng/Math/Computer	0	1,000	0	0			8	1,000	8,000	
M-AC-4	Teacher Prep Area/Workroom	3	500	1,500	3	502	1,506	6	300	1,800	
M-AC-4	Teacher Prep Area/Workroom	1	500	500	1	497	497				
M-AC-5	Individual Restroom	6	60	360	6	63	372	6	60	360	
M-AC-6	Instructional Material Storage	5	200	1,000	3	195	585	6	200	1,200	
M-AC-6	Instructional Material Storage	0	200	0	1	117	417				
M-AC-7	Small Group Room	0	150	0				6	150	900	
M-AC-7a	Small Group Room	0	150	0				0	0	0	
M-AC-8	Multi-use Studio	0	1500	0				0	0	0	
M-AC-9	Extended Learning Area	12	600	7,200	12	583	7,236	0	0	0	
<b>Academic Core Total</b>				<b>69,670</b>			<b>68,483</b>			<b>68,160</b>	

MS Teaching Stations =

86

CD

DD

OSDM

SPECIAL EDUCATION SPACE			
EXAMPLE - 1500 STUDENTS			
Space	Qty	SF	Area
M-SE-1 Self-contained Classroom	3	900	2,700
M-SE-2 Workroom/Conference	2	150	300
M-SE-3 Restroom/Shower	1	100	100
M-SE-4 Special Education/Resource	2	900	1800
M-SE-5 Small Self-contained	0	600	0
<b>Special Education Total</b>			<b>4,900</b>

SPECIAL EDUCATION SPACE			
EXAMPLE - 2,000 STUDENTS			
Space	Qty	SF	Area
M-SE-1 Self-contained Classroom	3	900	2,700
M-SE-2 Workroom/Conference	3	150	450
M-SE-3 Restroom/Shower	2	100	200
M-SE-4 Special Education/Resource	3	900	2700
M-SE-5 Small Self-contained Classroom	1	600	600
<b>Special Education Total</b>			<b>6,650</b>

Special Education Space	POR			SD			DD			CD			OSDM RECOMMENDED 1600 STUDENTS			Notes
	Qty	SF	Area	Qty	SF	Area	Qty	SF	Area	Qty	SF	Area	Qty	SF	Area	
M-SE-1 Self-contained Classroom	2	810	1,620	2	810	1,620							3	900	2,700	
M-SE-2 Workroom/Conference	2	80	160	2	80	160							3	150	450	
M-SE-3 Restroom/Shower	1	100	100	1	100	100							1	100	100	
M-SE-4 Special Education/Resource	6	810	4,860	6	810	4,860							0	0	0	
M-SE-5 Small Self-contained	1	400	400	1	400	400							6	600	3,600	
<b>Special Education Total</b>			<b>7,140</b>			<b>7,140</b>							<b>6</b>	<b>600</b>	<b>3,600</b>	<b>6,850</b>

**REVIEW COMMENTARY**

ADMINISTRATIVE SPACE EXAMPLE - 1500 STUDENTS				
Space	Qty	SF	Area	
M-AD-1 Reception Area	2	300	600	
M-AD-2 Secretarial Area	2	300	600	
M-AD-3 Principal's Office	1	150	150	
M-AD-4 Asst Principal's Office	2	120	240	
M-AD-5 Conference Room	2	250	500	
M-AD-6 Mail/Work/Copy Room	2	300	600	
M-AD-7 Administrative Storage	2	150	300	
M-AD-8 Vault/Records Storage	1	80	80	
M-AD-9 In-school Suspension	1	500	500	
M-AD-10 Restroom	2	60	120	
M-AD-11 Guidance Counselor's Office	5	120	600	
M-AD-12 Guidance Records Storage	1	100	100	
M-AD-13 Guidance Records Conference Room	1	300	300	
M-AD-13 Parent Volunteer Room	1	300	300	
M-AD-14 Health Clinic	1	600	600	
M-AD-15 Inherent Personnel Office	2	120	240	
<b>Administrative Total</b>			<b>5,830</b>	

ADMINISTRATIVE SPACE EXAMPLE - 2,000 STUDENTS				
Space	Qty	SF	Area	
M-AD-1 Reception Area	2	350	700	
M-AD-2 Secretarial Area	2	350	700	
M-AD-3 Principal's Office	1	150	150	
M-AD-4 Asst Principal's Office	3	120	360	
M-AD-5 Conference Room	2	250	500	
M-AD-6 Mail/Work/Copy Room	2	300	600	
M-AD-7 Administrative Storage	2	150	300	
M-AD-8 Vault/Records Storage	1	100	100	
M-AD-9 In-school Suspension	1	600	600	
M-AD-10 Restroom	2	60	120	
M-AD-11 Guidance Counselor's Office	6	120	720	
M-AD-12 Guidance Records Storage	1	150	150	
M-AD-13 Guidance Records Conference Room	1	300	300	
M-AD-13 Parent Volunteer Room	1	300	300	
M-AD-14 Health Clinic	1	600	600	
M-AD-15 Inherent Personnel Office	2	120	240	
<b>Administrative Total</b>			<b>6,440</b>	

Administrative					POR					SD					DD					CD					OSDM RECOMMENDED 1600 STUDENTS				
Space	Qty	SF	Area		Qty	SF	Area		Qty	SF	Area		Qty	SF	Area		Qty	SF	Area		Qty	SF	Area		Qty	SF	Area		
M-AD-1 Reception Area	3	350	1,050		3	350	1,050		3	350	1,050		3	350	1,050		3	350	1,050		3	350	1,050		3	350	1,050		
M-AD-1 Reception Area			0				0				0																		
M-AD-2 Secretarial Area	1	350	350		1	350	350		1	350	350		1	350	350		1	350	350		1	350	350		1	350	350		
M-AD-3 Principal's Office	2	150	300		2	150	300		2	150	300		2	150	300		2	150	300		2	150	300		2	150	300		
M-AD-3 Principal's Office			0				0				0																		
M-AD-4 Asst Principal's Office	3	120	360		3	120	360		3	120	360		3	120	360		3	120	360		3	120	360		3	120	360		
M-AD-5 Conference Room	3	250	750		3	250	750		3	250	750		3	250	750		3	250	750		3	250	750		3	250	750		
M-AD-5 Conference Room	1	150	150		1	150	150		1	150	150		1	150	150		1	150	150		1	150	150		1	150	150		
M-AD-5 Conference Room			0				0				0																		
M-AD-5 Conference Room			0				0				0																		
M-AD-6 Mail/Work/Copy Room	1	300	300		1	300	300		1	300	300		1	300	300		1	300	300		1	300	300		1	300	300		
M-AD-7 Administrative Storage	2	150	300		2	150	300		2	150	300		2	150	300		2	150	300		2	150	300		2	150	300		
M-AD-8 Vault/Records Storage	1	100	100		1	100	100		1	100	100		1	100	100		1	100	100		1	100	100		1	100	100		
M-AD-9 In-school Suspension	1	250	250		1	250	250		1	250	250		1	250	250		1	250	250		1	250	250		1	250	250		
M-AD-10 Restroom	2	60	120		2	60	120		2	60	120		2	60	120		2	60	120		2	60	120		2	60	120		
M-AD-11 Guidance Counselor's Office	5	120	600		5	120	600		5	120	600		5	120	600		5	120	600		5	120	600		5	120	600		
M-AD-11 Guidance Counselor's Office			0				0				0																		
M-AD-12 Guidance Records Storage	1	100	100		1	100	100		1	100	100		1	100	100		1	100	100		1	100	100		1	100	100		
M-AD-13 Parent Volunteer Room	0	200	0		0	200	0		0	200	0		0	200	0		0	200	0		0	200	0		0	200	0		
M-AD-14 Health Clinic	1	600	600		1	600	600		1	600	600		1	600	600		1	600	600		1	600	600		1	600	600		
M-AD-15 Inherent Personnel Office	7	120	840		7	120	840		7	120	840		7	120	840		7	120	840		7	120	840		7	120	840		
M-AD-15 Inherent Personnel Office			0				0				0																		
<b>Special Education Total</b>			<b>6,170</b>				<b>6,170</b>				<b>6,170</b>				<b>6,170</b>				<b>6,170</b>				<b>6,170</b>				<b>6,170</b>		

MEDIA CENTER SPACE			
EXAMPLE - 1500 STUDENTS			
Space	Qty	SF	Area
M-MC-1 Reading Room/Circulation	1	5250	5,250
M-MC-2 Media Specialist Office	1	120	120
M-MC-3 Workroom/Storage	1	400	400
M-MC-4 Main Control/Equipment Rm	1	300	300
M-MC-5 Conference Room	2	200	400
M-MC-6 Multimedia Production Room	1	400	400
<b>Media Center Total</b>			<b>6,870</b>

MEDIA CENTER SPACE			
EXAMPLE - 2,000 STUDENTS			
Space	Qty	SF	Area
M-MC-1 Reading Room/Circulation	1	7000	7,000
M-MC-2 Media Specialist Office	1	120	120
M-MC-3 Workroom/Storage	1	400	400
M-MC-4 Main Control/Equipment Rm	1	300	300
M-MC-5 Conference	2	200	400
M-MC-6 Multimedia Production Room	1	400	400
<b>Media Center Total</b>			<b>8,620</b>

Media Center Core			
Space	Qty	SF	Area
M-MC-1 Reading Room/Circulation	1	4300	4,300
M-MC-2 Media Specialist Office	1	120	120
M-MC-3 Workroom/Storage	0	400	0
M-MC-4 Main Control/Equipment Rm	1	300	300
M-MC-5 Conference Room	0	200	0
M-MC-6 Multimedia Production Room	1	400	400
<b>Special Education Total</b>			<b>5,120</b>

POR				SD				DD				CD				OSDM RECOMMENDED 1600 STUDENTS			
Space	Qty	SF	Area	Qty	SF	Area	Area	Qty	SF	Area	Area	Qty	SF	Area	Qty	SF	Area		
M-MC-1 Reading Room/Circulation	1	4300	4,300	1	1115	1115	1,115	1	120	120	120	1	5600	5,600	1	120	120		
M-MC-2 Media Specialist Office	1	120	120	1	115	115	115	1	400	400	400	1	400	400	1	400	400		
M-MC-3 Workroom/Storage	0	400	0	0	0	0	0	1	300	300	300	1	300	300	2	200	400		
M-MC-4 Main Control/Equipment Rm	1	300	300	1	250	250	250	1	400	400	400	1	400	400	1	400	400		
M-MC-5 Conference Room	0	200	0	0	0	0	0	1	112	112	112	1	112	112	1	112	112		
M-MC-6 Multimedia Production Room	1	400	400	1	312	312	312	1	312	312	312	1	312	312	1	312	312		
<b>Special Education Total</b>			<b>5,120</b>				<b>4,822</b>												

REVIEW COMMENTARY

CPMC  
Visual Arts  
MVA

Milford EVSD  
New Middle School

VISUAL ARTS SPACE			
EXAMPLE - 1500 STUDENTS			
Space	Qty	SF	Area
MVA-1 Art Room	3	1200	3,600
MVA-2 Klm/Ceramic Storage	2	100	200
MVA-3 Art Material Storage	3	150	450
<b>Visual Arts Total</b>			<b>4,250</b>

VISUAL ARTS SPACE			
EXAMPLE - 2,000 STUDENTS			
Space	Qty	SF	Area
MVA-1 Art Room	4	1200	4,800
MVA-2 Klm/Ceramic Storage	2	100	200
MVA-3 Art Material Storage	4	150	600
<b>Visual Arts Total</b>			<b>5,600</b>

Visual Arts				SD				DD				CD				OSDM RECOMMENDED 1600 STUDENTS			
Space	Qty	SF	Area	Qty	SF	Area	Qty	SF	Area	Qty	SF	Area	Qty	SF	Area	Qty	SF	Area	
MVA-1 Self-contained Classroom	3	1200	3,600	3	1170	3,510							3	1200	3,600				
MVA-2 Workroom/Conference	3	100	300	3	94	282							2	100	200				
MVA-3 Restroom/Shower	3	100	300	3	288	864							3	160	480				
<b>Visual Arts Total</b>			<b>4,200</b>			<b>4,656</b>													<b>4,250</b>

REVIEW COMMENTARY

MUSIC SPACE			
EXAMPLE - 1500 STUDENTS			
Space	Qty	SF	Area
M-MU-1 Instrumental Room	2	1500	3,000
M-MU-2 Vocal Room	2	1200	2,400
M-MU-3 Music Library	2	200	400
<b>Music Total</b>			<b>5,800</b>

MUSIC SPACE			
EXAMPLE - 2,000 STUDENTS			
Space	Qty	SF	Area
M-MU-1 Instrumental Room	2	1500	3,000
M-MU-2 Vocal Room	2	1200	2,400
M-MU-3 Music Library	2	200	400
<b>Music Total</b>			<b>5,800</b>

Music Total Space	POR			SD			DD			CD			OSDM RECOMMENDED 1600 STUDENTS			Notes
	Qty	SF	Area	Qty	SF	Area	Qty	SF	Area	Qty	SF	Area	Qty	SF	Area	
M-MU-1 Ensemble Room	1	800	800													
M-MU-1 Band Room	1	2200	2,200													
M-MU-2 Vocal Room	1	1200	1,200													
M-MU-2 General Music	1	1200	1,200													
M-MU-3 Music Library	2	200	400													
M-MU-3 Music Library			0													
M-MU-4 Practice Room	2	80	160													
<b>Music Total</b>			<b>5,960</b>													

REVIEW COMMENTARY

TECHNOLOGY EDUCATION SPACE EXAMPLE - 1500 STUDENTS			
Space	Qty	SF	Area
M-TE-1a Modular Technology Lab	2	1300	2,600
M-TE-1b Production Lab	1	1300	1,300
M-TE-2 Storage	2	150	300
Technology Education Total			4,200

TECHNOLOGY EDUCATION SPACE EXAMPLE - 2,000 STUDENTS			
Space	Qty	SF	Area
M-TE-1a Modular Technology Lab	2	1300	2,600
M-TE-1b Production Lab	2	1300	2,600
M-TE-2 Storage	2	200	400
Technology Education Total			5,600

Technology Education Space	POR			SD			DD			CD			OSDM RECOMMENDED 1600 STUDENTS			Notes
	Qty	SF	Area	Qty	SF	Area	Qty	SF	Area	Qty	SF	Area	Qty	SF	Area	
M-TE-1a Modular Technology Lab	2	1300	2,600	1	1,274	1,274	0	0	0	0	0	0	2	1300	2,600	
M-TE-1b Production Lab	0	1300	0	1	1,274	1,274	0	0	0	0	0	0	0	1300	0	
M-TE-2 Storage	3	100	300	0	0	0	1	100	100	0	0	0	0	1300	0	
M-TE-2 Storage	0	100	0	1	100	100	1	100	100	0	0	0	2	150	300	
M-TE-2 Storage	0	100	0	1	100	100	1	100	100	0	0	0	0	150	0	
Technology Education Total			2,900	2,900			2,900			2,900			2,900			

**REVIEW COMMENTARY**

Note: No Family & Consumer Ed Spaces



PHYSICAL EDUCATION SPACE EXAMPLE - 1500 STUDENTS			
Space	Qty	SF	Area
MPE-1 Gymnasium	1	10000	10,000
MPE-2 Auxiliary Gym	1	6500	6,500
MPE-3 P.E./Athletic Office	4	75	300
MPE-4 Staff Shower	2	75	150
MPE-5 Student Locker Room	2	800	1,600
MPE-6 Student Restroom/Shower	2	250	500
MPE-7 Physical Education Storage	2	500	1,000
Physical Education Total			20,050

PHYSICAL EDUCATION SPACE EXAMPLE - 2,000 STUDENTS			
Space	Qty	SF	Area
MPE-1 Gymnasium	1	12000	12,000
MPE-2 Auxiliary Gym	1	6500	6,500
MPE-3 P.E./Athletic Office	4	75	300
MPE-4 Staff Shower	2	75	150
MPE-5 Student Locker Room	2	900	1,800
MPE-6 Student Restroom/Shower	2	250	500
MPE-7 Physical Education Storage	2	500	1,000
Physical Education Total			22,250

Physical Education				POR				SD				DD				CD				OSDM RECOMMENDED				Notes
Space	Qty	SF	Area	Qty	SF	Area	Qty	SF	Area	Qty	SF	Area	Qty	SF	Area	Qty	SF	Area	Qty	SF	Area	Notes		
MPE-1 Gymnasium	1	12000	12,000	1	12,000	12,000	1	12,000	12,000	1	12,000	12,000	1	12,000	12,000	1	12,000	12,000	1	12,000	12,000	See Note 1		
MPE-2 Auxiliary Gym	1	6500	6,500	1	6,500	6,500	1	6,500	6,500	1	6,500	6,500	1	6,500	6,500	1	6,500	6,500	1	6,500	6,500	See Note 2		
MPE-3 P.E./Athletic Office	4	75	300	4	75	300	4	75	300	4	75	300	4	75	300	4	75	300	4	75	300			
MPE-4 Staff Shower	2	75	150	2	75	150	2	75	150	2	75	150	2	75	150	2	75	150	2	75	150			
MPE-5 Student Locker Room	2	900	1,800	2	900	1,800	2	900	1,800	2	900	1,800	2	900	1,800	2	900	1,800	2	900	1,800			
MPE-6 Student Restroom/Shower	2	250	500	2	250	500	2	250	500	2	250	500	2	250	500	2	250	500	2	250	500			
MPE-7 Physical Education Storage	2	500	1,000	2	500	1,000	2	500	1,000	2	500	1,000	2	500	1,000	2	500	1,000	2	500	1,000			
Physical Education Total			22,250			22,250			22,250			22,250			22,250			22,250				22,250		

REVIEW COMMENTARY

STUDENT DINING SPACE			
EXAMPLE - 1500 STUDENTS			
Space	Qty	SF	Area
M-SD-1 Student Dining	1	7500	7,500
M-SD-2 Stage	1	1500	1,500
M-SD-3 Staff Dining	1	300	300
M-SD-4 Table Storage	2	300	600
M-SD-5 Family Restroom	1	80	80
<b>Student Dining Total</b>			<b>9,880</b>

STUDENT DINING SPACE			
EXAMPLE - 2,000 STUDENTS			
Space	Qty	SF	Area
M-SD-1 Student Dining	1	10000	10,000
M-SD-2 Stage	1	1750	1,750
M-SD-3 Staff Dining	1	400	400
M-SD-4 Table Storage	2	300	600
M-SD-5 Family Restroom	1	80	80
<b>Student Dining Total</b>			<b>12,830</b>

Student Dining Space	POR			SD			DD			CD			OSDM RECOMMENDED 1600 STUDENTS		
	Qty	SF	Area	Qty	SF	Area	Qty	SF	Area	Qty	SF	Area	Qty	SF	Area
M-SD-1 Student Dining	1	8000	8,000	1	8000	8,000							1	8000	8,000
M-SD-2 Stage	0	1750	0	0	1750	0							1	1750	1,750
M-SD-3 Staff Dining	2	800	1,600	1	1574	1,574							1	400	400
M-SD-4 Table Storage	1	300	300	1	154	154							1	300	300
M-SD-5 Family Restroom	1	80	80	1	87	87							1	80	80
<b>Student Dining Total</b>			<b>9,980</b>			<b>9,880</b>									<b>10,530</b>

**REVIEW COMMENTARY**

- 1) No stage is provided

FOOD SERVICE SPACE				
EXAMPLE - 1500 STUDENTS				
Space	Qty	SF	Area	
MFS-0 Warming Kitchen	0	3000	0	
MFS-1 Kitchen (total)	1	1890	5,251	
MFS-1a Preparation Area		1785	0	
MFS-1b Serving Area		578	0	
MFS-1c Dry Food Storage		525	0	
MFS-1d Cooler/Freezer		473	0	
MFS-1e Ware Washing	1	75	75	
MFS-2 Dietician Office	2	140	280	
<b>Food Service Total</b>			<b>5,606</b>	

FOOD SERVICE SPACE				
EXAMPLE - 2,000 STUDENTS				
Space	Qty	SF	Area	
MFS-0 Warming Kitchen	0	4,000	0	
MFS-1 Kitchen (total)	1	2,520	7,000	
MFS-1a Preparation Area		2,380	0	
MFS-1b Serving Area		770	0	
MFS-1c Dry Food Storage		700	0	
MFS-1d Cooler/Freezer		630	0	
MFS-1e Ware Washing	1	75	75	
MFS-2 Dietician Office	2	140	280	
<b>Food Service Total</b>			<b>7,355</b>	

FOOD SERVICE SPACE				
EXAMPLE - 1500 STUDENTS				
Space	Qty	SF	Area	
MFS-0 Warming Kitchen	0	3200	0	
MFS-1 Kitchen (total)	1	1904	5,600	
MFS-1a Preparation Area		1904	0	
MFS-1b Serving Area		616	0	
MFS-1c Dry Food Storage		560	0	
MFS-1d Cooler/Freezer		504	0	
MFS-1e Ware Washing	1	75	75	
MFS-2 Dietician Office	1	140	140	
<b>Food Service Total</b>			<b>5,815</b>	

FOOD SERVICE SPACE				
EXAMPLE - 2,000 STUDENTS				
Space	Qty	SF	Area	
MFS-0 Warming Kitchen	0	3200	0	
MFS-1 Kitchen (total)	1	2016	5,600	
MFS-1a Preparation Area		1904	0	
MFS-1b Serving Area		616	0	
MFS-1c Dry Food Storage		560	0	
MFS-1d Cooler/Freezer		504	0	
MFS-1e Ware Washing	1	75	75	
MFS-2 Dietician Office	2	140	280	
<b>Food Service Total</b>			<b>5,955</b>	

OSDM RECOMMENDED  
1600 STUDENTS

3D				
Space	Qty	SF	Area	
MFS-0 Warming Kitchen	0	3200	0	
MFS-1 Kitchen (total)	1	1904	5,600	
MFS-1a Preparation Area		1904	0	
MFS-1b Serving Area		616	0	
MFS-1c Dry Food Storage		560	0	
MFS-1d Cooler/Freezer		504	0	
MFS-1e Ware Washing	1	75	75	
MFS-2 Dietician Office	1	140	140	
<b>Food Service Total</b>			<b>5,815</b>	

CD				
Space	Qty	SF	Area	
MFS-0 Warming Kitchen	0	3200	0	
MFS-1 Kitchen (total)	1	2016	5,600	
MFS-1a Preparation Area		1904	0	
MFS-1b Serving Area		616	0	
MFS-1c Dry Food Storage		560	0	
MFS-1d Cooler/Freezer		504	0	
MFS-1e Ware Washing	1	75	75	
MFS-2 Dietician Office	2	140	280	
<b>Food Service Total</b>			<b>5,955</b>	

DD				
Space	Qty	SF	Area	
MFS-0 Warming Kitchen	0	3200	0	
MFS-1 Kitchen (total)	1	2016	5,600	
MFS-1a Preparation Area		1904	0	
MFS-1b Serving Area		616	0	
MFS-1c Dry Food Storage		560	0	
MFS-1d Cooler/Freezer		504	0	
MFS-1e Ware Washing	1	75	75	
MFS-2 Dietician Office	2	140	280	
<b>Food Service Total</b>			<b>5,955</b>	

PDR				
Space	Qty	SF	Area	
MFS-0 Warming Kitchen	0	3200	0	
MFS-1 Kitchen (total)	1	1904	5,600	
MFS-1a Preparation Area		1904	0	
MFS-1b Serving Area		616	0	
MFS-1c Dry Food Storage		560	0	
MFS-1d Cooler/Freezer		504	0	
MFS-1e Ware Washing	1	75	75	
MFS-2 Dietician Office	1	140	140	
<b>Food Service Total</b>			<b>5,815</b>	

Notes  
See Note 1

CPMC  
Custodial  
M-CU

Milford EVSD  
New Middle School

CUSTODIAL SPACE				
EXAMPLE - 1500 STUDENTS				
Space	Qty	SF	Area	
M-CU-1 Workroom	2	400	800	
M-CU-2 Custodial Office	1	100	100	
<b>Custodial Total</b>				<b>900</b>

CUSTODIAL SPACE				
EXAMPLE - 2,000 STUDENTS				
Space	Qty	SF	Area	
M-CU-1 Workroom	2	400	800	
M-CU-2 Custodial Office	1	100	100	
<b>Custodial Total</b>				<b>900</b>

Custodial Space	FOR			SD			DD			CD			OSDM RECOMMENDED 1600 STUDENTS			Notes
	Qty	SF	Area	Qty	SF	Area	Qty	SF	Area	Qty	SF	Area	Qty	SF	Area	
M-CU-1 Workroom	1	400	400	1	400	400							2	400	800	
M-CU-2 Custodial Office	1	100	100	1	100	100							1	100	100	
<b>Custodial Total</b>			<b>500</b>			<b>500</b>										<b>900</b>

REVIEW COMMENTARY  
1)

BUILDING SERVICES SPACE EXAMPLE - 1500 STUDENTS			
Space	Qty	SF	Area
M-BS-1 Large Group Restrooms	1	4600	4,600
M-BS-2 Custodial Closet	3	50	150
M-BS-3 Electrical Closet	3	50	150
M-BS-4 Telecommunications Room	3	64	192
M-BS-5 Corridors	1	26285	26,285
Vertical Circulation			0
M-BS-6 Mech/Elec Space/Decks	1	9068	9,068
M-BS-7 Outdoor Storage Area	1	250	250
M-BS-8 Central Storage Area	1	360	360
M-BS-9 Loading/Receiving Area	1	120	120
M-BS-10 Restroom	0	60	0
M-BS-11 Recycling Room	1	140	140
<b>Building Services Total</b>			<b>41,315</b>

BUILDING SERVICES SPACE EXAMPLE - 2,000 STUDENTS			
Space	Qty	SF	Area
M-BS-1 Large Group Restrooms	1	5728	5,728
M-BS-2 Custodial Closet	4	50	200
M-BS-3 Electrical Closet	4	50	200
M-BS-4 Telecommunications Room	4	64	256
M-BS-5 Corridors	1	32731	32,731
Vertical Circulation			0
M-BS-6 Mech/Elec Space/Decks	1	11292	11,292
M-BS-7 Outdoor Storage Area	1	350	350
M-BS-8 Central Storage Area	1	540	540
M-BS-9 Loading/Receiving Area	1	120	120
M-BS-10 Restroom	0	60	0
M-BS-11 Recycling Room	1	160	160
<b>Building Services Total</b>			<b>51,577</b>

BUILDING SERVICES	POR			ED			DD			CD			OSDM RECOMMENDED 1600 STUDENTS			Notes
	Qty	SF	Area	Qty	SF	Area	Qty	SF	Area	Qty	SF	Area	Qty	SF	Area	
M-BS-1 Large Group Restrooms	1	4890	4,890	1	4878	4,878				1	4364	4,304				
M-BS-2 Custodial Closet	4	50	200	3	64	192							5	50	250	
M-BS-3 Electrical Closet	8	50	400	1	64	64							5	50	250	
M-BS-3 Electrical Closet	0		0	5	50	250										
M-BS-3 Electrical Closet	0		0	1	64	64										
M-BS-3 Electrical Closet	0		0	1	64	64										
M-BS-4 Telecommunications Room	11	64	704	1	100	100							5	64	320	
M-BS-4 Telecommunications Room	0		0	1	60	60										
M-BS-4 Telecommunications Room	0		0	1	42	42										
M-BS-4 Telecommunications Room	0		0	1	64	64										
M-BS-5 Corridors	1	27941	27,941	1	36353	36,353										
Vertical Circulation			0			0										
M-BS-6 Mech/Elec Space/Decks	1	1746	1,746	1	1746	1,746							1	1752	1,752	
M-BS-7 Outdoor Storage Area	1	350	350	1	402	402							1	9669	9,669	
M-BS-8 Central Storage Area	1	540	540	1	431	431							1	350	350	
M-BS-9 Loading/Receiving Area	1	120	120	1	134	134							1	540	540	
M-BS-10 Restroom	1	60	60	1	57	57							2	60	120	
M-BS-11 Recycling Room	1	160	160	1	177	177							1	160	160	
<b>Building Services Total</b>			<b>46,751</b>			<b>52,378</b>										<b>46,460</b>

REVIEW COMMENTARY

CD

DD

SD

POR



# SECTION 8

## Variance Requests





Forward Edge, LLC

2724 E. Kemper Rd

Cincinnati, OH 45241

Friday, September 9, 2022

To whom it may concern:

Please accept this letter as a request and justification for sole sourcing the telephone system equipment for the Milford Exempted Village Schools Middle School Replacement project.

We request permission to sole source Division 27 30 00 voice communications equipment for purposes of the building project to ensure full compatibility and interoperability with the current Cisco hosted phone system. The existing system is a current, supported version, the handsets are being refreshed by the district on a manufacturer supported replacement cycle, and the system can meet the requirements of the OSDM. The district already owns many of the handsets that the new facility will require. The district will supply approximately 75% of the handsets for the new facility from their stock of existing, current-model handsets. Furthermore, it is our position that introducing another vendor or other dissimilar equipment would increase cost and complexity, both in the short-term and the long-term as the district would require additional training, licensing, and ongoing software and hardware maintenance contracts between two dissimilar systems. For these reasons, we propose to sole-source this item. Please accept this as justification for us not listing three or more manufacturers for this project.

Handset and infrastructure equipment purchases to support voice communications should be minimal, delivering an expected \$35,000 savings to the project. In the event that anything is required, competitive bidding shall still be entertained as long as the equipment being bid is new, compatible equipment that is certified to interoperate seamlessly with the district's existing installation.

Respectfully,

William Cirone

513-793-9050 ext 123

wcirone@forward-edge.net



Forward Edge, LLC

2724 E. Kemper Rd

Cincinnati, OH 45241

Friday, September 9, 2022

To whom it may concern:

Please accept this letter as a request and justification for sole sourcing the classroom voice reinforcement system for the Milford Exempted Village Schools Middle School Replacement project.

We request permission to sole source the classroom voice reinforcement systems for purposes of this building project to ensure full compatibility and interoperability with the universally deployed Audio Enhancements audio systems that the district maintains for all other facilities. The District does not wish to introduce a new and different system that will not be able to interface with their existing system, require additional training for teachers as they move between facilities, and increase the types and quantities of spare parts that the district must maintain to provide ongoing support for these systems. For these reasons, we propose to sole-source this item. Please accept this as justification for us not listing three or more manufacturers for this project.

Respectfully,

William Cirone

513-793-9050 ext 123

wcirone@forward-edge.net





Forward Edge, LLC

2724 E. Kemper Rd

Cincinnati, OH 45241

Friday, September 9, 2022

To whom it may concern:

Please accept this letter as a request and justification for sole sourcing the electronic access control system for the Milford Exempted Village Schools Middle School Replacement project.

We request permission to sole source the Intrusion Detection and Access Controls Division 28 Network Controller, Intrusion Detection, and Access Management System for purposes of this building project to ensure full compatibility and interoperability with the recently installed Isonas access control system at various other district-owned facilities. The District does not wish to introduce a new and different access control system that will not be able to interface with their existing system and/or require additional training and ongoing software patches between the two systems. Having two systems would also require the district to manage multiple user databases and possibly force staff members who travel between buildings to carry multiple access cards. Furthermore, a dissimilar access control system could also require the district to buy additional servers and licensing to run the second system at the new school as well as maintain multiple monitoring agreements. For these reasons, we propose to sole-source this item. Please accept this as justification for us not listing three or more manufacturers for this project.

We do not expect a significant cost impact as a result of this request.

Respectfully,

William Cirone

513-793-9050 ext 123

wcirone@forward-edge.net



Forward Edge, LLC

2724 E. Kemper Rd

Cincinnati, OH 45241

Friday, September 9, 2022

To whom it may concern:

Please accept this letter as a request and justification for sole sourcing the video management system for the Milford Exempted Village Schools Middle School Replacement project.

We request permission to sole source the CCTV/Video Surveillance Division 28 Video Management System for purposes of this building project to ensure full compatibility and interoperability with the well-established Exacqvision VMS system that the district maintains for all other facilities. The District does not wish to introduce a new and different video surveillance system that will not be able to interface with their existing system and/or require additional training and ongoing software patches between the two systems. Having multiple dissimilar video management systems would also make providing first responders and emergency personnel access to video more cumbersome as they would have to access multiple systems to retrieve the video for different district facilities. Furthermore, a dissimilar video surveillance system could also require the district to buy additional servers and licensing to run the second system at the new school. For these reasons, we propose to sole-source this item. Please accept this as justification for us not listing three or more manufacturers for this project.

Respectfully,

William Cirone

513-793-9050 ext 123

wcirone@forward-edge.net

# SECTION 9

## Technology Phase Submission Form

# Technology Phase Submission Form

Ohio Facilities Construction Commission Standard Forms and Documents

**TO:** Paul Motylinski, Project Contact

**FROM:** Conger Construction, CM Firm/Owner Agent

**RE:** Milford Exempted Village Schools, School District

Milford Exempted Village Schools, Building Name

**DATE:** 9/9/2022

## SCHEMATIC DESIGN DOCUMENTS

- Provide a detailed description of the Owner's needs, including such items as: Connection to DA-Site, Connection to other schools district-wide, Carrier system requirements (ATM, PRI, Ethernet, etc.), owner's vision of how technology will be used in the classroom/school/district, provisions for a district-wide network operations center, and fiber between schools.
- Initial meeting with Architect and Owner to determine location and size requirements of all technology spaces.
- Single-line drawings showing connectivity schematic of various networks, including: data, voice, video, media retrieval, security, paging, specialized audio, etc.
- Provide a detailed description of any special design considerations, including such items as: lighting and wall color requirements for video conferencing rooms, separate HVAC systems for each of the technology areas, coordination issues with local service providers, running cat5e tie cables between TC's, etc.

## DESIGN DEVELOPMENT DOCUMENTS

- Preliminary list of all T drawings as per specifications
- Technology consultant must coordinate with all other trades in order to ensure proper pathway sizes and locations
- Preliminary floor plans indicating the locations of all technology outlets throughout the building, including, but not limited to: data, voice, video, sound, paging, security, speakers, access control, and wireless.
- Preliminary connectivity codes for each type of communication outlet to be installed.  
Riser diagrams of all technology systems.
- Outline specifications including acceptable manufacturers.
- Preliminary engineering of any outside plant work to be performed
- Preliminary schematics of all technology systems showing connectivity schemes.
- Floor plans showing all technology pathways, including cable trays in hallways, and conduits in walls.
- Floor plans indicating the locations of all technology devices throughout the building, including, but not limited: rack/cabinet layouts, wall-fields, layer-2 and layer-3 network switches, routers, transceivers, PBX, servers, security system, media retrieval equipment, ATM switches, monitors, DVD players, patch panels, cross-connects, etc.
- Floor plans indicating the locations of all technology devices throughout the building, including, but not limited: rack/cabinet layouts, wall-fields, layer-2 and layer-3 network switches, routers, transceivers, PBX, servers, security system, media retrieval equipment, ATM switches, monitors, DVD players, patch panels, cross-connects, etc.
- CM's estimate.

## CONSTRUCTION DOCUMENTS

- Detailed CM's estimate.
- Detailed floor plans indicating the locations of all technology outlets throughout the building, including, but not limited to: data, voice, video, sound, paging, security, speakers, access control, and wireless.
- Detailed connectivity codes for each type of communication outlet to be installed.
- Detailed riser diagrams of all technology systems.
- Detailed specifications including acceptable manufacturers.
- Detailed engineering of any outside plant and inter-building work to be performed
- Detailed schematics of all technology showing the integration of all Technology systems. Schematics should include: component type, connecting cable type, transmission speed, circuit type, inter-/intra building connections, uplink connections, etc.
- Schematics shall show physical/logical connection between all integrated technology systems.
- Detailed floor plans indicating the locations of all technology devices throughout the building, including, but not limited: rack/cabinet layouts, wall-fields, layer-2 and layer-3 network switches, routers, transceivers, PBX, servers, security system, media retrieval equipment, ATM switches, monitors, DVD players, patch panels, cross-connects, etc.
- System Training Requirements
- Areas of concentrated technology equipment and telecommunication rooms, in particular, shall be enlarged from basic floor plan to not less than  $\frac{1}{4}'' = 1'-0''$ .
- Sheet notes shall be applicable to each sheet standard notes and details shall be modified to specific conditions, non-applicable notes or details shall be deleted.
- Provide scalable rack and wallfield details that indicate equipment locations and wire management.

**TECHNOLOGY PHASE SUBMISSION FORM-con't**

**School District:**

Milford Exempted Village Schools

**Building Name:**

Milford Junior High School

**Phase:**

POR

SD

DD

CD

The undersigned has reviewed the documents listed above, incorporated all previous review comments, and certifies them to be sufficient and adequate for the referenced stage of design and in conformance with the Design Manual and policies with the exception of any approved variance. The undersigned certifies that the specifications contain a minimum of three manufacturers for products and building systems, except where an Architect Justification Letter explains the basis for a more restrictive specification.

\_\_\_\_\_  
**Architect**

\_\_\_\_\_  
**Date**

The undersigned has reviewed the documents listed above, incorporated all previous review comments, and certifies them to be in conformance with the OSFC Design Manual and policies with the exception of any variance by the Commission.

\_\_\_\_\_  
**Construction Manager/Owner Agent**

\_\_\_\_\_  
**Date**

The undersigned has received the documents listed above and, based upon the certification of the Architect and Construction Manager, and appropriate resolution of the Board of Education, approves them for submission.

\_\_\_\_\_  
**School District**

\_\_\_\_\_  
**Date**

In reliance upon the certifications of the Architect and Construction Manager, and based upon reasonable inquiry and review, the undersigned indicates as marked below:

Approves phase submittals to be in conformance with the phase submission requirements.

Approved as noted, based upon the incorporation of the attached review comments dated

Rejects

\_\_\_\_\_  
**Ohio Facilities Construction Commission**

\_\_\_\_\_  
**Date**

**Distribution of Signed Document to:**

Design Architect  
Construction Manager  
School District Superintendent  
OFCC Project File



8/12/2022

Attendees:

1. William Cirone - Forward Edge
2. Charles Logan - Forward Edge
3. Jenny Gallow - SHP
4. Russell Miller - SHP
5. Charlie Jahnigen - SHP
6. Steve Blake - Vartek (Milford IT contact) PM
7. Brad Witzman - SHP
8. John Spieser, MEVSD
9. Jeff Johnson - MEVSD
10. Joe Faiola - SHP
11. Rob Dunn - MEVSD

Discussion Topics:

0. Technology team introductions

1. Connectivity to Milford network - district-owned dark fiber? Leased lit fiber? VPN? Etc.
  - Dark fiber supplied by Spectrum. Runs from Junior high back to high school. Everything drops into the junior high and runs out from there. JR high is the center of the star, looking to move this to the high school Infant stage here.
  - Construction is 2023-2025
  - Security camera server is located at junior high. Everything else is located at the high school.
  - Only servers staying at junior high is to support in building services.
2. Data, voice, CCTV cabling requirements - cat 6, cat6a, locations/quantities, etc.
  - 1 cat6a for wireless
  - Cat 6 to the teacher station in the room, display location in room and possibly a phone location.
3. Rack preference - normally I'd specify an APC AR204A or equivalent 4 post rack for IDFs and enclosed cabinets for the MDF, but we're open to discuss other preferences or standards.
4. A/V needs - Classrooms, ELAs, and large gathering/athletic spaces.
  - IFP's in classrooms K-8
  - Possible Milford will use their refresh plan to buy displays for the new building, shave cost down.
  - OSDM min is projectors (Interactive)
  - District will buy displays themselves
  - Portable displays
  - No need for a hardwire connection in the wall around the teacher desk is not needed. No desktop, either connect from laptop to board of wireless cast
  - No HDMI's in classroom

- Approximately 50-60 displays
    - 6th grade isn't included
    - Including 6th grade will be around 75
  - Audio Enhancements in elementary schools
    - Using lapel mic and the ball mic
    - Keep this in Junior High
  - Student Dining
    - TV screen for food service - menu
    - Not sure how many they want but will be several
    - Audio system as well
    - Digital signage and assembly
      - Maybe a directview LED
    - Mobile monitor solution for learning stairs/library (Library not sure on)
      - Same as classroom
  - Gym
    - Projector, audio, standard
    - Possibly displays for PE teachers
      - They want them - mobile
    - Drop down screen
    -
5. UPS, Switching & wireless electronics - Specify with the project for the contractor to bid or will the district supply them separately? Considering Erate funding?
- APC brand for UPS
  - Wireless and switches are Aruba
  - Want to keep this the same in new building
  - Plan on using Erate to purchase these items
  -
6. Phones - Specify with the project for the contractor to bid or will the district supply them separately?
- Sit on the teacher's desk. Need 1 data drop for phone
  - Cisco Phone system
  - Have phones for building but need them for 6th grade
    - Refreshed last year
    - 6th grade needs phones provided
    - Any additional rooms will need phones
    - Admin, elective areas
    - Milford to give how many phones they will bring and models.
7. Access control system - Sole Source?
8. CCTV system - Sole Source?
- Cincinnati Alarm for VS and AC
  - Working with SHP and Cincy alarm to upgrade district
    - Working with Allegion
    - No brand on head end on either AC
  - This will need to match



- Electronic locks on classroom
    - Battery lock
  - Uses Exacqvision for back end
  - Has a mixture of cameras
    - Axis is the majority, maybe?
9. Intrusion detection/burglar alarm - needed? Sole Source?
- Yes
  - Goes through Cincinnati Alarm
  - Has motion sensors as well
    - Want to keep
10. Clocks
- Battery operated clocks
  - No clocks in classroom per Jeff Johnson
11. PA & Sound reinforcement
- Currently have two way paging
    - Buttons in classroom
  - Brand is Bogen
  - No need to sole source
12. Any other specific wants/standards we should be aware of?

Notes:



### Data Cabling:

In order to provide for reliable and robust operation of technology equipment it is required that a robust infrastructure of data cabling be provided in the building to support the various electronic systems. Many of the components will receive power through the low-voltage cabling infrastructure by way of PoE switches, while other components will require local power from standard 110V outlets as specified by the electrical designer. The Ohio School Design Manual (OSDM) standards call out a number of outlet types for various applications. The technology design calls for each classroom to be supplied with three Cat6 outlets: a teacher data outlet, teacher voice (data) outlet, an outlet for the voice reinforcement system, and one Cat6A outlet for a wireless access point. A typical office or small group room will have two total data outlets run to it: one Category 6 outlet for voice at desk location, and one Category 6 outlet for data at desk location. An IP based CCTV infrastructure is also specified and will require dedicated cabling infrastructure. Data outlets shall be served with a 1" vertical conduit stubbed out above the ceiling grid. Cabling shall be supported in cabling trays in corridor spaces and using J-hooks or other industry standard methods of cabling support spaced no more than every 36 inches apart in locations where cabling tray is not feasible or present. All data and voice cabling shall be terminated on appropriate Category 6 or Category 6A patch panels. All cabling shall be tested, labeled, and certified for a manufacturer's warranty of not less than 20 years.

The facility shall have a main equipment room on the 3<sup>rd</sup> floor. Carrier services for internet, voice, etc shall be extended into this room from the carrier's presence outside the building. The new facility will be fiber connected to the DA site. The current topology has the JrHS at the center of the fiber star but the district intends to address that via Erate funding outside the project. Fiber optic cabling, both single mode and 50 micron OM4 multi-mode shall be supplied to additional technology closets in the building in sufficient quantities to meet OSDM specifications. Two dedicated Category 6 cables shall also be provided from each technology closet back to the main equipment room as copper backbone.

Educational technology in the classroom will consist of an interactive, mobile television tethered to a district-provided device for wireless projection and USB to a teacher device for interactivity. Interactive televisions are already the standard in the district and the intent is to sustain that plan. The district will be supplying the displays from their existing inventory for the project. The district has standardized on Audio Enhancements reinforced sound throughout all of their facilities and intends to apply for a sole-source to sustain that plan with this facility. Classroom sound systems shall have a minimum of four speakers per classroom connected to a dedicated amplifier in the room. The systems shall support multiple inputs including a teacher-worn wireless microphone, the projector, and a portable audio source such as an iPod or MP3 player. Classroom amplifiers shall interact with the central paging system and offer audio ducking for priority of the central paging.

Music rooms will generally be equipped in the same manner as a regular classroom, however the audio system will have some additional functionality to integrate recording and playback for instructional purposes.

### Public Address System:

An IP-based or at least IP controlled public address system integrated with the district's IP VoIP system shall be provided. The system will have the ability to function independently of the voice system in the event of a VoIP system or WAN failure. The district shall be able to use any VoIP handset to make

## Technology Design Narrative

announcements over the system. PA Speakers shall be located in classrooms, corridors, offices, small group rooms, mechanical spaces, and on the exterior of the facility to provide a means of communication when people are anywhere inside or in the outdoor vicinity of the building. The central controller for the PA system shall have an SNTP synchronized clock as well and provide a means to play tones, bells, or other digital media to signify the beginning and end of the day, class change, and other tones to various PA zones as dictated by the needs of the district. The system shall support no less than 12 paging zones for all-call or emergency communication and shall be capable of broadcasting to all speakers on the system simultaneously in the event of an emergency or other imminent threat. The office area shall include a dedicated paging microphone and switch for initiating a severe weather signal to be broadcast to all speaker in the event of such a threat.

### Clocks:

Classroom spaces, offices, and small group rooms shall not be supplied with clocks. Corridors and common areas shall be supplied with hard-wired PoE clocks which will be synchronized via SNTP protocol.

### Phone System:

The current IP phone system is a hosted phone system, there are currently IP telephones in each classroom and the phone system meets OSDM requirements. It would be the district's desire to bring the current system into the new building, sole source application submitted with this SD submission.

### Data network distribution hardware:

A layer-3 core switch with full redundancy shall be provided for local switching and routing – redundancy shall include at a minimum a redundant supervisor/control processor and redundant power supply. Layer 3 core switch shall be located in main equipment room. Power-over-Ethernet (PoE) switches shall be provided for connectivity to the layer-3 core switch and the district's WAN network. Sufficient fiber ports at a speed no less than 10Gbps should be provided such that all installed switches may be uplinked on a sufficient quantity of 10Gb fiber links. The total number of switch ports must meet or exceed the total number of installed, terminated data cables and no less than 100% of the switches shall be PoE switches capable of providing up to 30W of power per switch port. Spare edge switches shall be provided in quantity not less than one switch of each model installed. Each closet shall have no less than twenty-four free switch ports for expansion.

A wireless network shall be provided such that all access points (Aps) can be managed, monitored, and controlled from a single portal. The wireless system will be capable of supporting no less than 65 devices, with a connection of at least 3Mbits/sec in every classroom at any given time and shall provide a means for assuring airtime fairness by device and SSID. The system shall provide Layer 7 application level visibility by individual client device.

The district intends to fund the network electronics via the Erate program and hopes to maintain consistency with their existing Aruba infrastructure.

### Surveillance & Access Control:

Access control will be provided on select doors as required by OSDM standards. Access control system shall be connected to the data network for remote programming and administration. Access control

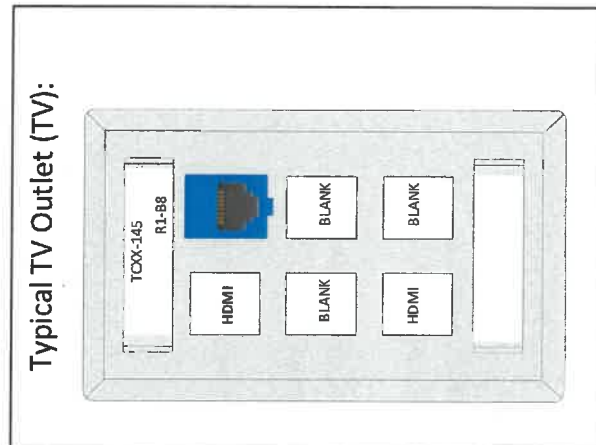
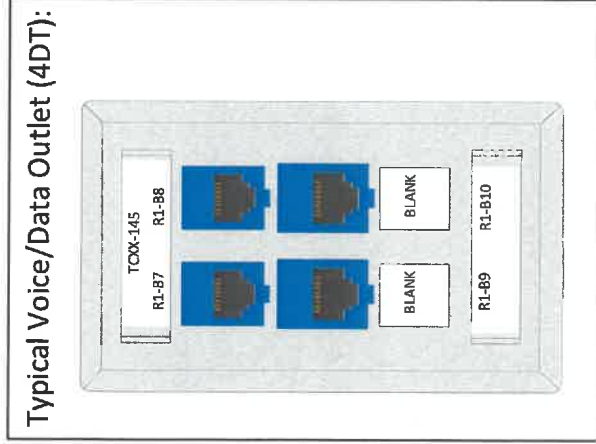
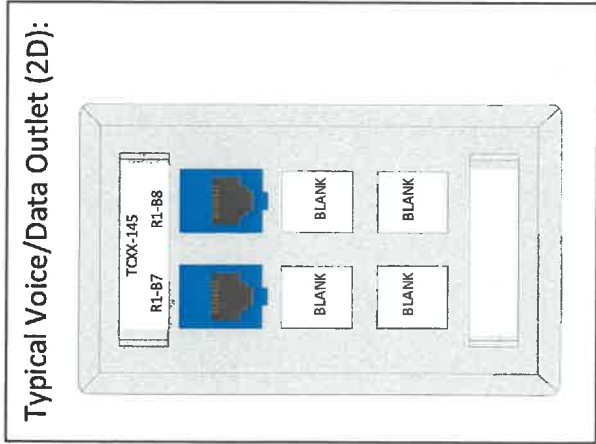
system shall be expandable and offer the ability to integrate with other district-owned facilities. User credentials shall be either proximity card or combination of card and PIN code. Two-way video intercom (one way video, 2 way audio) shall be provided at the main entrance to the building with a door release button to allow selective entry, system shall support no less than two doors and three monitor stations for possible future expansion. The district desires to have an intrusion detection system supplied and integrated with the access control system.

An IP-based CCTV camera system will be installed in accordance with OSDM requirements. Specific locations and coverage of cameras will be coordinated with owner and technology designer. IP-CCTV system shall provide a minimum of 30 days video retention from all cameras, cameras should have a resolution meeting the HDTV 1080p standard or better. System should be centrally manageable and accessible from client devices running Windows, Mac OS, iOS, Android, and Chrome. The district has deployed Exacqvision throughout the rest of their facilities and will be applying for a sole-source to maintain consistency with this facilities' construction.

Gymnasium, Student Dining, and common area Sound systems:

Sound systems shall be provided for the gymnasium & student dining room. System shall include digital signal processing, microphone outlets in the stage area, and on the walls of the space. Frequency agile UHF wireless microphone systems shall also be provided. Two Line level inputs for portable audio players or CD players shall be provided in each of these spaces. A large venue projector and retractable screen or distributed, fixed LCD panels will also be considered for student dining.

The gymnasium will employ the use of portable LCD monitors for instructional purposes much like the regular classroom spaces.



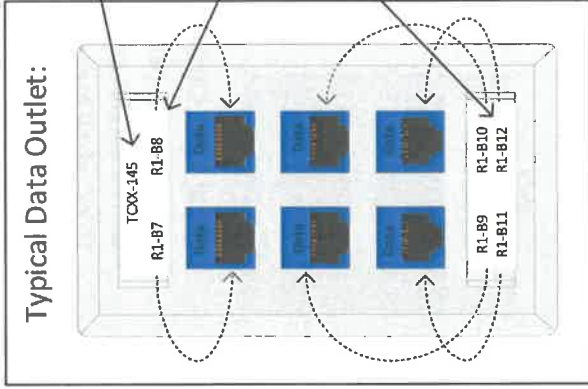
**Cable & Jack Color Coding:**

- Blue – Data/Control/Voice
- Orange – WAP
- Yellow – IP-CCTV
- Black – IP-PA
- Grey – USB, Classroom Audio
- Green – Point to Point and HD-BASE-T

All recessed low-voltage boxes shall be outfitted with a 1" rigid conduit stub from above the ceiling grid to the junction box.

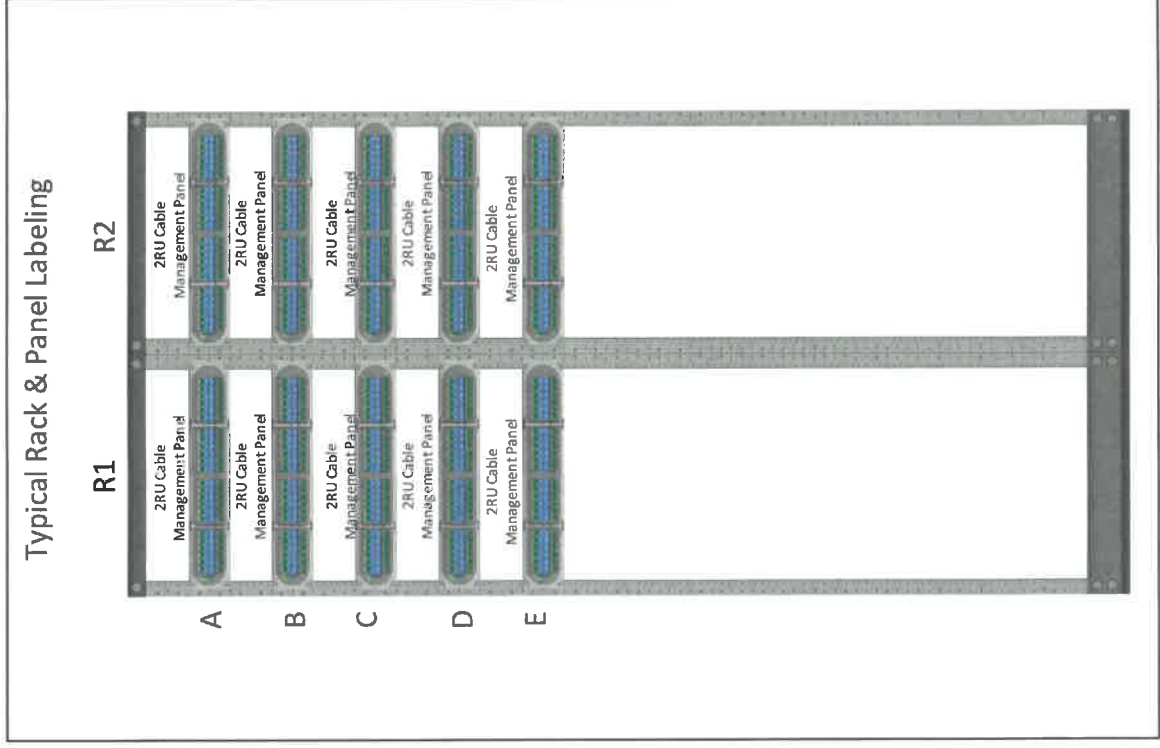
### Data Label Explanation

**TCXX** — **145** — **R1** — **B7**  
 Tech closet where lines run to Room number where faceplate is installed Rack number where jack is terminated Port number where jack is terminated



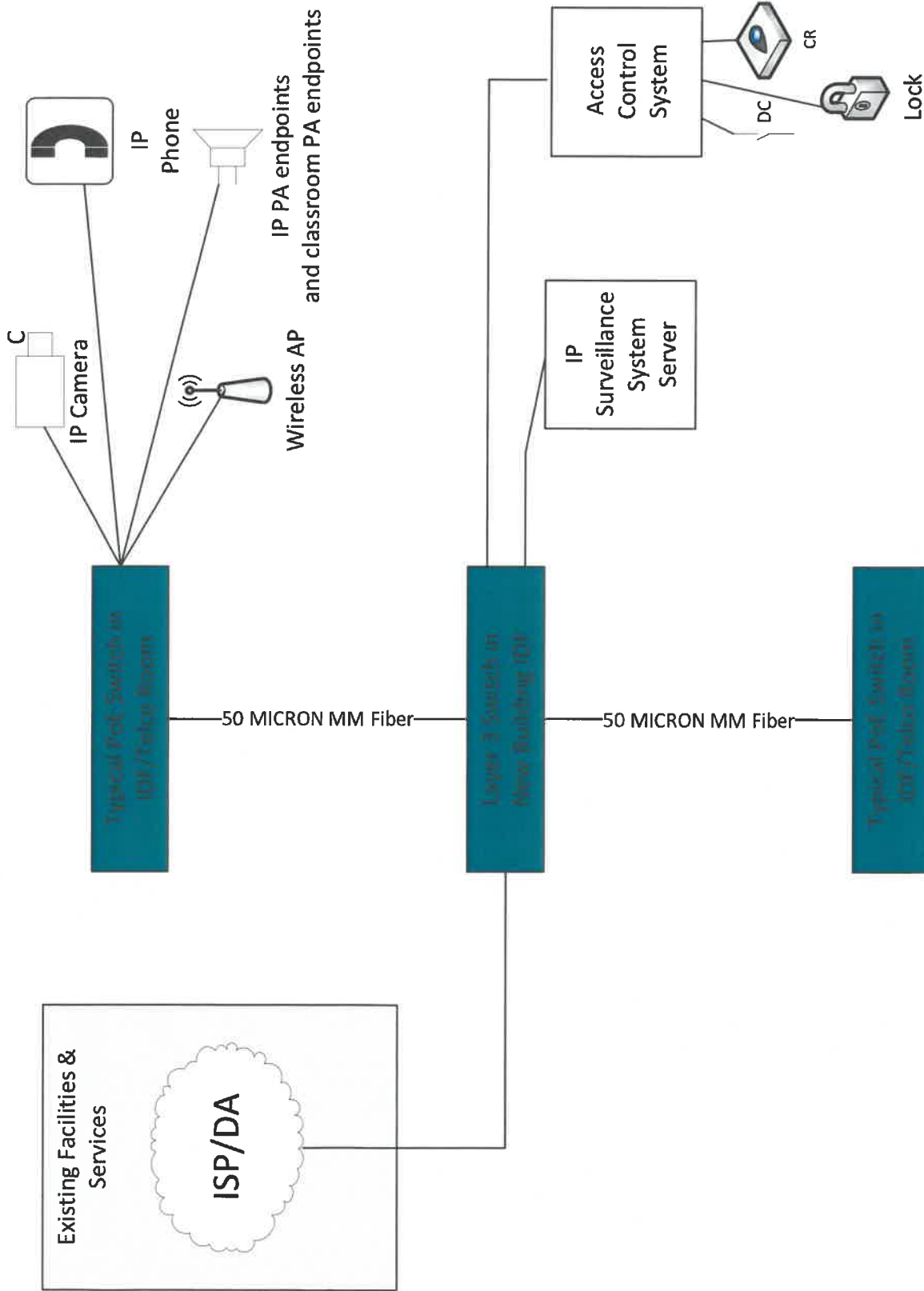
Top (top left) line on every faceplate should show the TC where the line(s) run to and the room in which the faceplate is installed

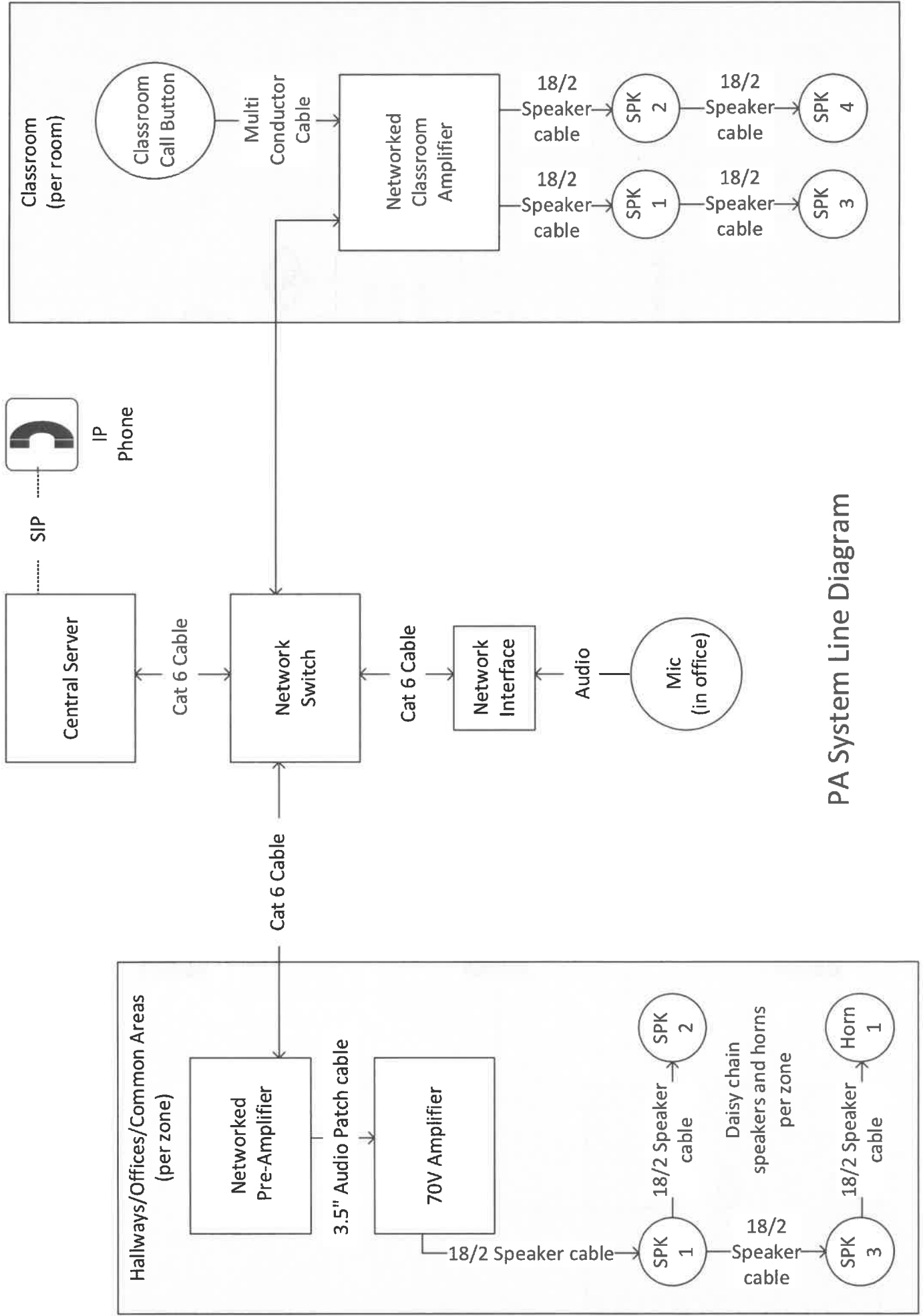
Second line on top label and both lines on bottom label describe rack number where jack is punched down and port number where jack is terminated



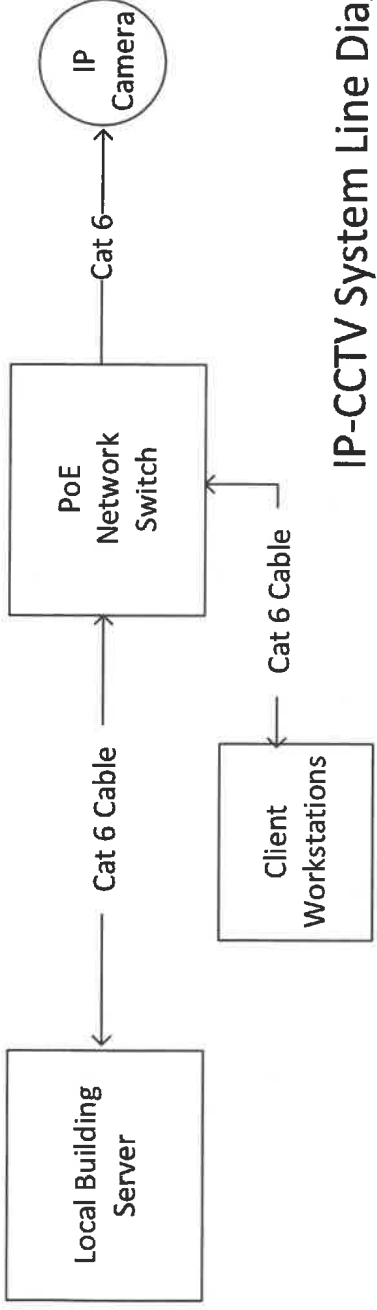
### Cable Installation Notes:

1. Data jacks shall consume lowest level jacks alphabetically in lowest numbered racks (ie. Data starts at R1-A1, continues to R1-B1 with the 49<sup>th</sup> jack in a closet)
2. Voice jacks shall follow data jacks in the next available rack or patch panel as appropriate, proceeded by WAP, then IP-CCTV, then IP-PA
3. Each technology (Data, WAP, IP-CCTV, etc) shall have it's own patch panel except in cases where less than 12 of a single technology terminate in a particular TC
4. Not more than 288 data jacks shall be terminated in a single rack

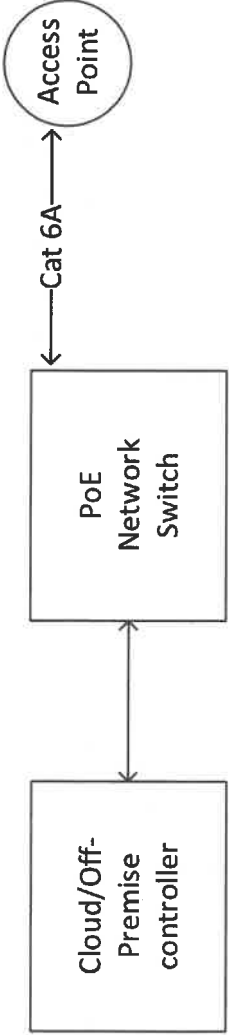




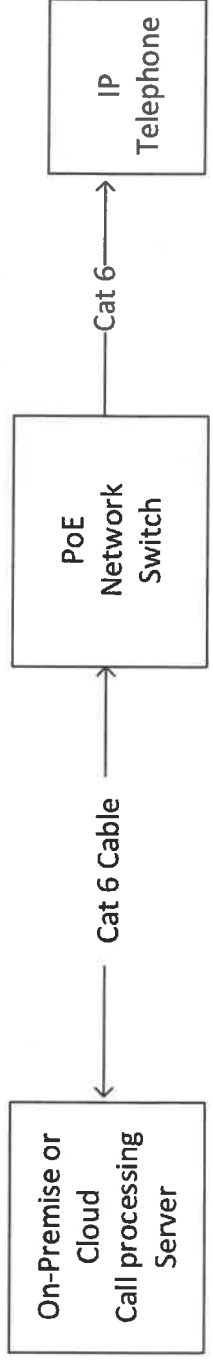
PA System Line Diagram



IP-CCTV System Line Diagram

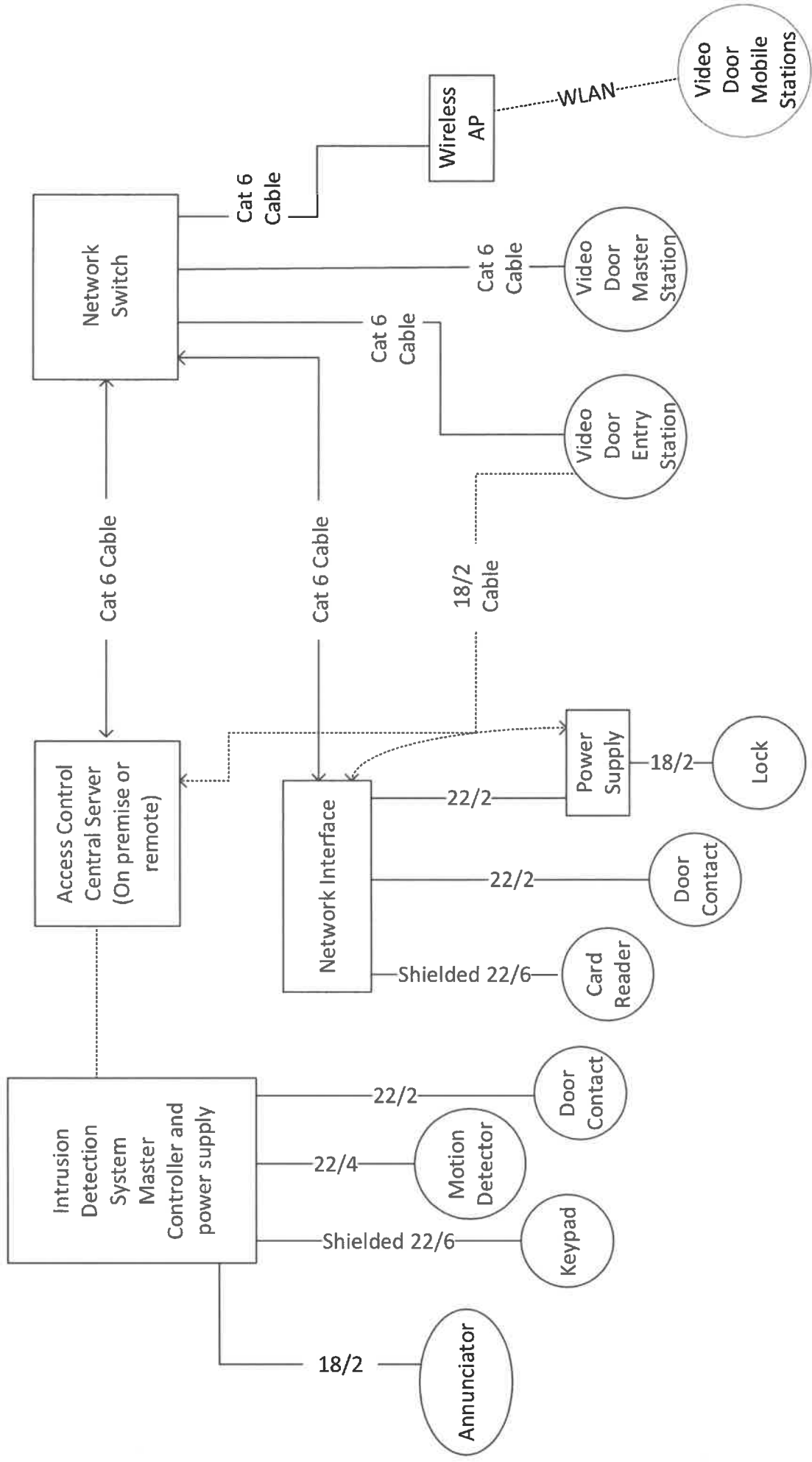


WLAN System Line Diagram

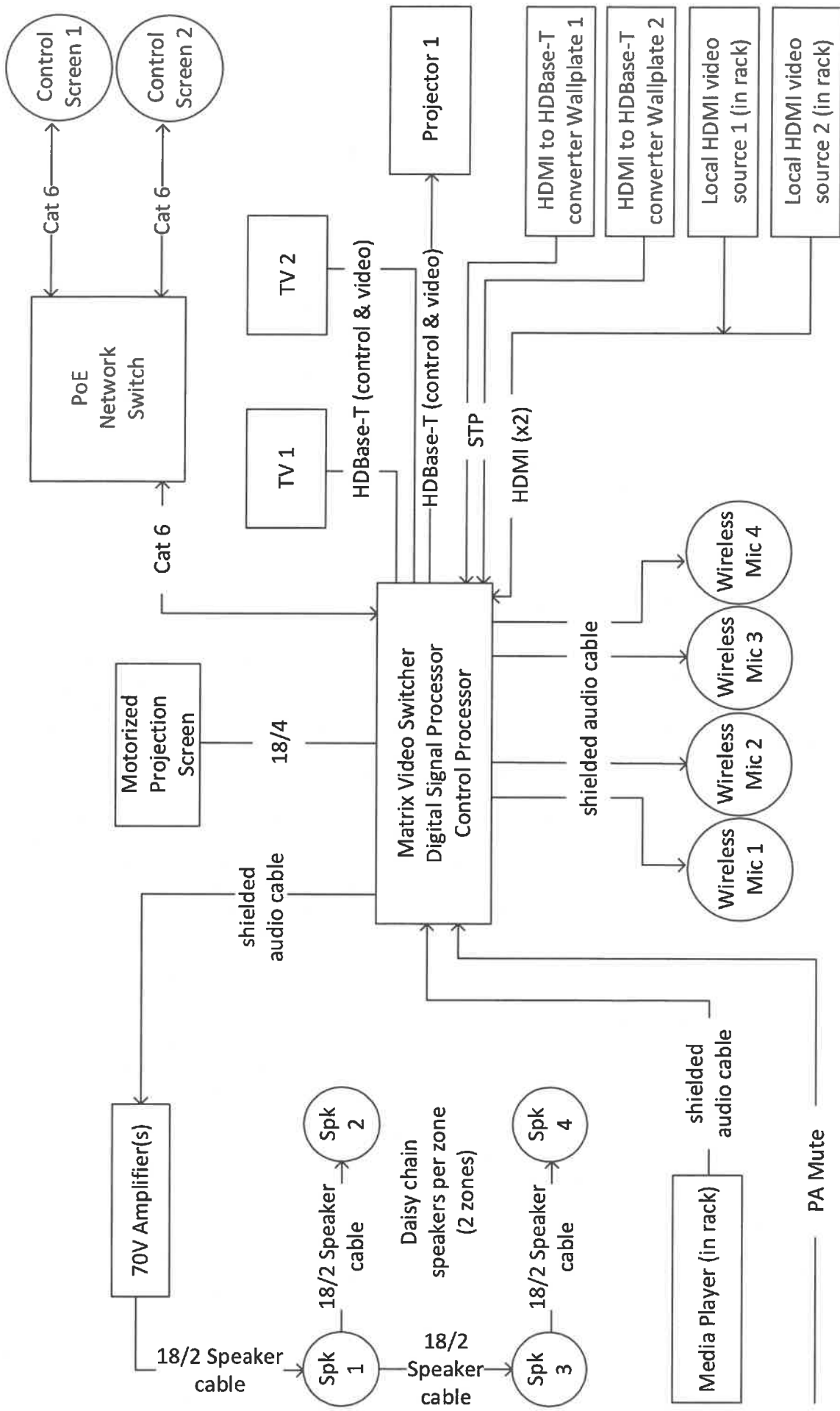


VoIP System Line Diagram

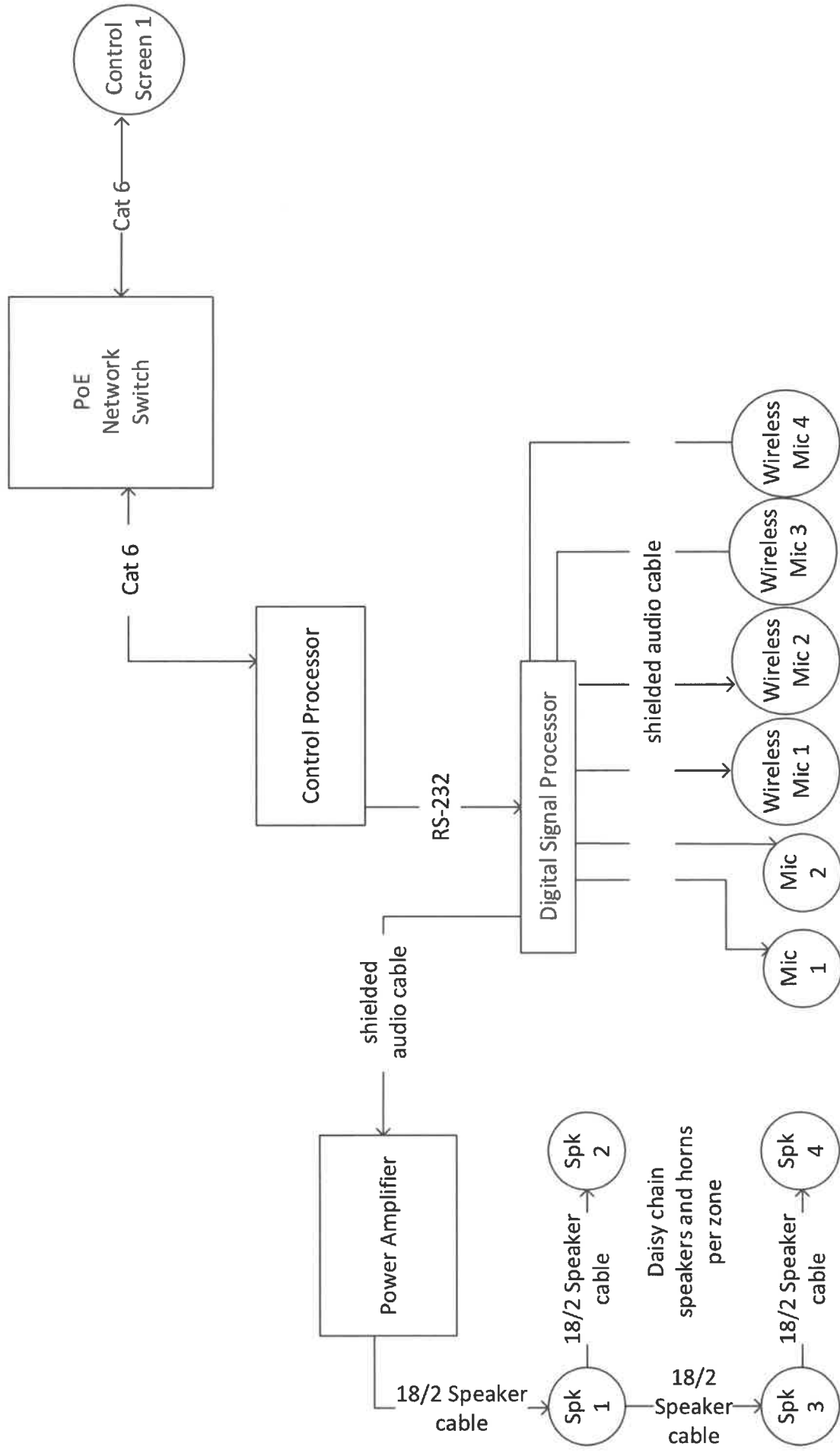




Access Control System Line Diagram



Student Dining A/V System Line Diagram



Main Gymnasium Audio System Line Diagram



# SECTION 10

## Local Initiative Memorandum of Understanding



**OHIO FACILITIES CONSTRUCTION COMMISSION  
FORM AGREEMENT LOCAL FUND INITIATIVES (LFI)**

<b>District:</b>	Milford EVSD	<b>Project Number:</b>	SFC-220485
<b>Building:</b>	New Middle	<b>Date:</b>	2/6/2023
<b>Phase:</b>	SD	<b>Master Plan Budget:</b>	\$ 42,947,486.09
<b>Integral</b>			
<b>Professional Services</b>		<b>Budgeted</b>	<b>Committed</b>
	AE	\$ -	\$ 1,616,544.00
	CXA	\$ -	\$ 56,235.46
	CMR Pre-Con.	\$ -	\$ 91,283.74
	Owners Agent	\$ -	\$ -
	Other:	\$ -	\$ -
	<b>Budgeted Funds:</b>	\$ -	<b>Committed Funds:</b> \$ 1,764,063.20
<b>Project Agreement LFI</b>	<b>Description</b>		
	None.		
	<b>Budgeted Funds:</b>	\$ -	<b>Committed Funds:</b>
<b>Square footage</b>	<b>Description</b>		
	Additional square footage similar to the co-funded square footage in the amount of 51,930 square feet. Hard-cost per square foot is \$303.45.		
	<b>Budgeted Funds:</b>	\$ 15,338,652.08	<b>Committed Funds:</b> \$ -
<b>Site Related Costs</b>	<b>Description</b>		
	Additional parking spaces and improved site circulation on the 6-12 campus.		
	<b>Budgeted Funds:</b>	\$ 3,229,605.68	<b>Committed Funds:</b>
<b>Other</b>	<b>Description</b>		
	LFI market conditions.		
	<b>Budgeted Funds:</b>	\$ 764,461.00	<b>Committed Funds:</b> \$ -
<b>TOTAL INTEGRAL</b>	<b>Budgeted Funds:</b>	\$ 19,332,718.76	<b>Committed Funds:</b> \$ 1,764,063.20
<b>Contingent Integral</b>			
<b>Contingent Site Costs</b>	<b>Description</b>		
	<b>Budgeted Funds:</b>	\$ -	<b>Committed Funds:</b> \$ -
<b>Cont. Budget Overage</b>	<b>Description</b>		
	<b>Budgeted Funds:</b>	\$ -	<b>Committed Funds:</b> \$ -
<b>TOTAL CONT INTEGRAL</b>	<b>Budgeted Funds:</b>	\$ -	<b>Committed Funds:</b> \$ -

**OHIO FACILITIES CONSTRUCTION COMMISSION  
FORM AGREEMENT LOCAL FUND INITIATIVES (LFI)**



<b>Material/Scope Upgrades (Discrete)</b>			
<i>Upgrades</i>	<b>Item</b>	<b>Budgeted</b>	<b>Committed</b>
<b>TOTAL UPGRADES</b>	<b>Budgeted Funds: \$</b>	-	<b>Committed Funds: \$</b>
<b>Contingent Material/Scope Upgrades (Discrete)</b>			
<i>Contingent Upgrades</i>	<b>Item</b>	<b>Budgeted</b>	<b>Committed</b>
<b>TOT. CONT. UPGRADES</b>	<b>Budgeted Funds: \$</b>	-	<b>Committed Funds: \$</b>
<b>Owner Contingencies</b>			
		<b>Budgeted</b>	<b>Committed</b>
<i>Owner Hard</i>		\$ 592,529.19	
<i>Owner Soft</i>		\$ 743,739.12	
<i>Other:</i>			
<b>TOTAL CONTINGENCY</b>	<b>Budgeted Funds: \$</b>	1,336,268.31	<b>Committed Funds: \$</b>
	<b>Cofunded</b>	<b>LFI</b>	
<i>Percentage established for change orders, etc</i>	74.89%	25.11%	
<b>Building Totals</b>			
	<b>Budgeted Funds: \$</b>	20,668,987.07	<b>Committed Funds: \$</b>
			1,764,063.20
<b>TOTAL LOCALLY FUNDED INITIATIVE FOR THIS BUILDING</b>			<b>\$ 22,433,050.27</b>

**OHIO FACILITIES CONSTRUCTION COMMISSION  
LOCALLY FUNDED INITIATIVE SUMMARY**

District: Milford EVSD  
 Project Number: SFC-220485  
 Date Revised: 2/10/2023

Master Plan Budget	New Middle		Milford Jr High		Miami Elementary		Locally Funded Initiative					
	Budgeted	Committed	Budgeted	Committed	Budgeted	Committed	Budgeted	Committed	Budgeted	Committed	Budgeted	Committed
\$	19,332,719	1,764,063	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Integral												
Contingent Integral												
Upgrades												
Contingent upgrades												
Owner Contingencies	1,335,268											
Sub Total	20,668,987	1,764,063										
Total LFI per building		22,433,050										
<b>Total District Commitment</b>	<b>SD</b>	<b>2/6/2023</b>	<b>SD</b>	<b>1/12/2023</b>	<b>SD</b>	<b>1/12/2023</b>	<b>SD</b>	<b>1/12/2023</b>	<b>SD</b>	<b>1/12/2023</b>	<b>SD</b>	<b>1/12/2023</b>
<b>Last Phase Executed</b>	BUDGETED: \$ 20,668,987.07		COMMITTED: \$ 1,764,063		COMMITTED: \$ 22,433,050		TOTAL: \$ 22,433,050					

Please identify the fund and special cost centers for both the budgeted and committed LFI amounts. If more than one source, please indicate the dollar amount for each. Attach a FINDET report for each funding source identified. Note that once LFI funds are committed, those funds should reside in the identified fund.

Budgeted Funding Source(s)	Milford221-Dis-LFI-004-0000-0	Committed Funding Source(s)	
The School District and Commission agree to the terms and conditions provided in this Memorandum of Understanding for the Locally Funded Initiative.			
District Superintendent		Date	3/7/23
District Treasurer		Date	3/7/23
OFCC Project Manager		Date	
OFCC Finance Representative		Date	

**OHIO FACILITIES CONSTRUCTION COMMISSION  
LOCALLY FUNDED INITIATIVE SUMMARY**

**Note: Boxes shaded in this color are boxes where data should be inputted.**



<b>CMR - Project Cost Summary</b>
Project: New Middle (New)
District: Milford Exempted Village
County: Clermont
Total Project Budget: \$65,962,622.12
Project Area: 215,006.52 GSF

Cost Item	Total Project Budget	Co-Funded	Optional LFIs	Square Footage	Site Related
<b>Budget Summary</b>					
Total Hard Cost Budget	\$58,867,608.07	\$38,060,274.40	\$20,807,333.67	\$14,784,142.36	\$6,023,191.32
Total Soft Cost Budget	\$7,095,014.05	\$4,587,211.72	\$2,507,802.33	\$1,781,855.99	\$725,946.33
<b>Total Project Budget</b>	<b>\$65,962,622.12</b>	<b>\$42,647,486.12</b>	<b>\$23,315,136.00</b>	<b>\$16,565,998.35</b>	<b>\$6,749,137.65</b>
<b>Construction Cost Budget (Hard Costs)</b>					
Site Costs	\$10,191,179.10	\$3,510,727.78	\$6,680,451.32	\$1,368,677.76	\$5,311,773.57
Basic Building Construction	\$37,677,642.38	\$27,142,498.60	\$10,535,143.78	\$10,535,143.78	\$0.00
Loose Furnishings	\$1,917,437.27	\$1,379,594.35	\$537,842.92	\$537,842.92	\$0.00
Technology	\$2,176,291.30	\$1,565,839.58	\$610,451.72	\$610,451.72	\$0.00
CMR Constr. Personnel Costs	\$1,497,849.95	\$968,420.19	\$529,429.76	\$376,173.38	\$153,256.39
CMR General Conditions	\$739,600.00	\$478,181.12	\$261,418.88	\$185,744.79	\$75,674.08
<b>Subtotal Cost of Work</b>	<b>\$54,200,000.00</b>	<b>\$35,045,261.62</b>	<b>\$19,154,738.38</b>	<b>\$13,614,034.35</b>	<b>\$5,540,704.04</b>
CMR Construction Stage Fees	\$1,584,862.20	\$1,023,732.01	\$561,130.19	\$397,304.13	\$163,826.06
<b>Subtotal Construction Budget</b>	<b>\$55,784,862.20</b>	<b>\$36,068,993.63</b>	<b>\$19,715,868.57</b>	<b>\$14,011,338.48</b>	<b>\$5,704,530.10</b>
CMR Construction Contingency	\$1,409,200.00	\$910,264.09	\$498,935.91	\$353,267.92	\$145,667.99
Owner's Construction Contingency	\$1,673,545.87	\$1,081,016.68	\$592,529.19	\$419,535.96	\$172,993.23
<b>Total Hard Cost Budget</b>	<b>\$58,867,608.07</b>	<b>\$38,060,274.40</b>	<b>\$20,807,333.67</b>	<b>\$14,784,142.36</b>	<b>\$6,023,191.32</b>
<b>Non-Construction Cost Budget (Soft Costs)</b>					
AE Services	\$4,573,654.00	\$2,957,110.00	\$1,616,544.00	\$1,148,594.16	\$467,949.84
CMR Pre-Constr. Stage Services	\$258,257.80	\$166,974.05	\$91,283.75	\$64,859.44	\$26,424.31
Commissioning Services	\$159,100.00	\$102,864.54	\$56,235.46	\$39,956.73	\$16,278.73
Builder's Risk Insurance	\$160,000.00	\$103,446.43	\$56,553.57	\$40,182.76	\$16,370.81
Soft cost contingency	\$1,944,002.25	\$1,256,816.70	\$687,185.55	\$488,262.90	\$198,922.64
<b>Total Soft Cost Budget</b>	<b>\$7,095,014.05</b>	<b>\$4,587,211.72</b>	<b>\$2,507,802.33</b>	<b>\$1,781,855.99</b>	<b>\$725,946.33</b>
<b>AE Design Services Budget Detail</b>					
<b>BASIC SERVICES</b>					
Program Verification	\$187,602.00	\$121,295.00	\$66,307.00	\$47,112.75	\$19,194.25
Schematic Design Stage	\$562,805.00	\$363,885.00	\$198,920.00	\$141,337.54	\$57,582.46
Design Development Stage	\$938,007.00	\$606,474.00	\$331,533.00	\$235,562.33	\$95,970.67
Construction Document Stage	\$750,405.00	\$485,179.00	\$265,226.00	\$188,449.58	\$76,776.42
GMP Proposal & Amendment	\$187,602.00	\$121,295.00	\$66,307.00	\$47,112.75	\$19,194.25
Subcontractor Buyout	\$75,041.00	\$48,518.00	\$26,523.00	\$18,845.24	\$7,677.76
Construction Stage	\$938,007.00	\$606,474.00	\$331,533.00	\$235,562.33	\$95,970.67
Contract Close-Out	\$112,560.00	\$72,777.00	\$39,783.00	\$28,266.80	\$11,516.20
<b>Subtotal Basic Services</b>	<b>\$3,752,029.00</b>	<b>\$2,425,897.00</b>	<b>\$1,326,132.00</b>	<b>\$942,249.31</b>	<b>\$383,882.69</b>
<b>ADDITIONAL SERVICES</b>					
Surveys	\$29,000.00	\$18,750.00	\$10,250.00	\$7,282.88	\$2,967.12
Geotechnical Testing	\$29,625.00	\$19,154.00	\$10,471.00	\$7,439.90	\$3,031.10
Special Inspections (OBC)	\$483,000.00	\$312,279.00	\$170,721.00	\$121,301.46	\$49,419.54
Testing, Adjusting, Balancing	\$100,000.00	\$64,654.00	\$35,346.00	\$25,114.20	\$10,231.80
Traffic Impact Study	\$23,000.00	\$14,870.00	\$8,130.00	\$5,776.56	\$2,353.44
Phase I Environmental Site Assessment	\$6,500.00	\$4,202.00	\$2,298.00	\$1,632.79	\$665.21
<b>Subtotal Additional Services</b>	<b>\$671,125.00</b>	<b>\$433,909.00</b>	<b>\$237,216.00</b>	<b>\$168,547.79</b>	<b>\$68,668.21</b>
<b>REIMBURSABLE EXPENSES</b>					
Design Review Document Printing	\$10,000.00	\$6,465.00	\$3,535.00	\$2,511.70	\$1,023.30
Plan Approval, Permits & Advertising	\$120,000.00	\$77,585.00	\$42,415.00	\$30,136.90	\$12,278.10
LEED Registration Fee	\$20,000.00	\$12,931.00	\$7,069.00	\$5,022.70	\$2,046.30
NOI Permit	\$500.00	\$323.00	\$177.00	\$125.76	\$51.24
<b>Subtotal Reimbursable Expenses</b>	<b>\$150,500.00</b>	<b>\$97,304.00</b>	<b>\$53,196.00</b>	<b>\$37,797.06</b>	<b>\$15,398.94</b>
<b>Total AE Design Services Budget</b>	<b>\$4,573,654.00</b>	<b>\$2,957,110.00</b>	<b>\$1,616,544.00</b>	<b>\$1,148,594.16</b>	<b>\$467,949.84</b>
<b>CMR Services Budget Detail</b>					
<b>PRECON. STAGE COMPENSATION</b>					
Precon. Fee	\$40,000.00	\$25,861.61	\$14,138.39	\$10,045.69	\$4,092.70
Precon. Personnel Costs	\$218,257.80	\$141,112.44	\$77,145.36	\$54,813.75	\$22,331.61
Precon. Reimbursable Expenses	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total Precon. Stage Compensation</b>	<b>\$258,257.80</b>	<b>\$166,974.05</b>	<b>\$91,283.75</b>	<b>\$64,859.44</b>	<b>\$26,424.31</b>
<b>CONSTR. STAGE COMPENSATION</b>					
Constr. Personnel Costs	\$1,497,849.95	\$968,420.19	\$529,429.76	\$376,173.38	\$153,256.39
General Conditions	\$739,600.00	\$478,181.12	\$261,418.88	\$185,744.79	\$75,674.08
<b>Subtotal Cost of Work</b>	<b>\$2,237,449.95</b>	<b>\$1,446,601.31</b>	<b>\$790,848.64</b>	<b>\$561,918.17</b>	<b>\$228,930.47</b>
CMR Fee	\$1,584,862.20	\$1,024,677.11	\$560,185.09	\$398,025.83	\$162,159.27
<b>Subtotal Construction Budget</b>	<b>\$3,822,312.15</b>	<b>\$2,471,278.42</b>	<b>\$1,351,033.73</b>	<b>\$959,944.00</b>	<b>\$391,089.74</b>
CMR Contingency	\$1,409,200.00	\$911,104.43	\$498,095.57	\$353,909.63	\$144,185.94
<b>Total Constr. Stage Compensation</b>	<b>\$5,231,512.15</b>	<b>\$3,382,382.85</b>	<b>\$1,849,129.30</b>	<b>\$1,313,853.63</b>	<b>\$535,275.67</b>
<b>GMP</b>					
GMP	\$57,194,062.20	\$36,979,257.72	\$20,214,804.48	\$14,364,606.40	\$5,850,198.09

**OHIO FACILITIES CONSTRUCTION COMMISSION  
LOCALLY FUNDED INITIATIVE SUMMARY**

District: Milford EVSD  
 Project Number: SFC-220485  
 Date Revised: 2/10/2023

Master Plan Budget	New Middle		Milford Jr High		Miami Elementary		Locally Funded Initiative					
	Budgeted	Committed	Budgeted	Committed	Budgeted	Committed	Budgeted	Committed	Budgeted	Committed	Budgeted	Committed
	\$ 42,947,486	\$ 42,947,486	\$ 853,353	\$ 853,353	\$ 343,537	\$ 343,537						
Integral	\$ 19,332,719	\$ 1,764,063	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Contingent Integral	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Upgrades	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Contingent upgrades	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Owner Contingencies	\$ 1,336,268	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Sub Total</b>	\$ 20,668,987	\$ 1,764,063	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total LFI per building</b>	\$ 22,433,050	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total District Commitment</b>		<b>BUDGETED: \$ 20,668,987.07</b>		<b>COMMITTED: \$ 1,764,063</b>		<b>TOTAL: \$ 22,433,050</b>						
Last Phase Executed	SD	2/16/2023	SD	1/12/2023	SD	1/12/2023						

Please identify the fund and special cost centers for both the budgeted and committed LFI amounts. If more than one source, please indicate the dollar amount for each. Attach a FINDET report for each funding source identified. Note that once LFI funds are committed, those funds should reside in the identified fund.

Budgeted Funding Source(s)	Committed Funding Source(s)
Milford221-Dis-LFI-004-0000-0	

The School District and Commission agree to the terms and conditions provided in this Memorandum of Understanding for the Locally Funded Initiative.

District Superintendent \_\_\_\_\_ Date \_\_\_\_\_  
 District Treasurer \_\_\_\_\_ Date \_\_\_\_\_  
 OFCC Project Manager \_\_\_\_\_ Date \_\_\_\_\_  
 OFCC Finance Representative \_\_\_\_\_ Date \_\_\_\_\_

OHIO FACILITIES CONSTRUCTION COMMISSION  
LOCALLY FUNDED INITIATIVE SUMMARY

Note: Boxes shaded in this color are boxes where data should be inputted:

**OHIO FACILITIES CONSTRUCTION COMMISSION  
FORM AGREEMENT LOCAL FUND INITIATIVES (LFI)**

<b>District:</b>	Milford EVSD	<b>Project Number:</b>	SFC-220485
<b>Building:</b>	New Middle	<b>Date:</b>	2/6/2023
<b>Phase:</b>	SD	<b>Master Plan Budget:</b>	\$ 42,947,486.09
<b>Integral</b>			
<b>Professional Services</b>		<b>Budgeted</b>	<b>Committed</b>
	AE	\$ -	\$ 1,616,544.00
	CXA	\$ -	\$ 56,235.46
	CMR Pre-Con.	\$ -	\$ 91,283.74
	Owners Agent	\$ -	\$ -
	Other:	\$ -	\$ -
	<b>Budgeted Funds:</b>	\$ -	<b>Committed Funds</b> \$ 1,764,063.20
<b>Project Agreement LFI</b>	<i>Description</i>		
	None.		
	<b>Budgeted Funds:</b>	\$ -	<b>Committed Funds:</b>
<b>Square footage</b>	<i>Description</i>		
	Additional square footage similar to the co-funded square footage in the amount of 51,930 square feet. Hard cost per square foot is \$303.45.		
	<b>Budgeted Funds:</b>	\$ 15,338,652.08	<b>Committed Funds:</b> \$ -
<b>Site Related Costs</b>	<i>Description</i>		
	Additional parking spaces and improved site circulation on the 6-12 campus.		
	<b>Budgeted Funds:</b>	\$ 3,229,605.68	<b>Committed Funds:</b>
<b>Other</b>	<i>Description</i>		
	LFI market conditions.		
	<b>Budgeted Funds:</b>	\$ 764,461.00	<b>Committed Funds:</b> \$ -
<b>TOTAL INTEGRAL</b>	<b>Budgeted Funds:</b>	\$ 19,332,718.76	<b>Committed Funds:</b> \$ 1,764,063.20
<b>Contingent Integral</b>			
<b>Contingent Site Costs</b>	<i>Description</i>		
	<b>Budgeted Funds:</b>	\$ -	<b>Committed Funds:</b> \$ -
<b>Cont. Budget Overage</b>	<i>Description</i>		
	<b>Budgeted Funds:</b>	\$ -	<b>Committed Funds:</b> \$ -
<b>TOTAL CONT INTEGRAL</b>	<b>Budgeted Funds:</b>	\$ -	<b>Committed Funds:</b> \$ -

**OHIO FACILITIES CONSTRUCTION COMMISSION  
FORM AGREEMENT LOCAL FUND INITIATIVES (LFI)**

<b>Material/Scope Upgrades (Discrete)</b>			
<b>Upgrades</b>	<b>Item</b>	<b>Budgeted</b>	<b>Committed</b>
<b>TOTAL UPGRADES</b>	<b>Budgeted Funds: \$</b>	<b>-</b>	<b>Committed Funds: \$</b>
			<b>-</b>
<b>Contingent Material/Scope Upgrades (Discrete)</b>			
<b>Contingent Upgrades</b>	<b>Item</b>	<b>Budgeted</b>	<b>Committed</b>
<b>TOT. CONT. UPGRADES</b>	<b>Budgeted Funds: \$</b>	<b>-</b>	<b>Committed Funds: \$</b>
			<b>-</b>
<b>Owner Contingencies</b>			
		<b>Budgeted</b>	<b>Committed</b>
<b>Owner Hard</b>		\$ 592,529.19	
<b>Owner Soft</b>		\$ 743,739.12	
<b>Other:</b>			
<b>TOTAL CONTINGENCY</b>	<b>Budgeted Funds: \$</b>	<b>1,336,268.31</b>	<b>Committed Funds: \$</b>
			<b>-</b>
	<b>Cofunded</b>	<b>LFI</b>	
<b>Percentage established for change orders, etc</b>	<b>74.89%</b>	<b>25.11%</b>	
<b>Building Totals</b>			
	<b>Budgeted Funds: \$</b>	<b>20,668,987.07</b>	<b>Committed Funds: \$</b>
			<b>1,764,063.20</b>
<b>TOTAL LOCALLY FUNDED INITIATIVE FOR THIS BUILDING</b>			<b>\$ 22,433,050.27</b>



**2020030182 Milford Middle School  
SD Estimate Rev 1.0 12 07 2022 |  
2020030211 Milford Middle School  
Milford EVSD  
Design Development Estimate & ESP**

**Estimate Comparison Cost**

	Milford Middle School SD Estimate Rev 1.0 12 07 2022	Milford Middle School Milford EVSD Design Development Estimate & ESP	Variance	Percentage
00 Value Engineering	-10,780,826.00	0.00	10,780,826.00	-100.00
01 General Requirements	0.00	0.00	0.00	0.00
03 Concrete	4,039,755.81	3,847,392.87	-192,362.94	-4.76
04 Masonry	7,248,613.16	7,621,670.88	373,057.72	5.15
05 Metals	4,254,377.80	2,911,886.90	-1,342,490.90	-31.56
06 Wood, Plastics, and Composites	292,850.68	246,537.46	-46,313.22	-15.81
07 Thermal and Moisture Protection	2,277,427.55	2,089,290.31	-188,137.24	-8.26
08 Openings	2,675,013.89	2,473,378.90	-201,634.99	-7.54
09 Finishes	5,221,787.53	4,877,133.65	-344,653.88	-6.60
10 Specialties	602,424.32	803,605.10	201,180.78	33.40
11 Equipment	1,678,570.00	1,483,151.33	-195,418.67	-11.64
12 Furnishings	3,048,770.00	2,546,896.35	-501,873.65	-16.46
14 Conveying Equipment	247,500.00	142,900.00	-104,600.00	-42.26
21 Fire Suppression	989,862.80	898,209.59	-91,653.21	-9.26
22 Plumbing	2,618,807.65	2,119,200.73	-499,606.92	-19.08
23 Heating, Ventilating, and Air Conditioning (HVAC)	8,337,258.63	8,212,581.13	-124,677.50	-1.50
26 Electrical	6,866,071.88	5,913,763.82	-952,308.06	-13.87
27 Communications	2,415,382.95	1,681,780.55	-733,602.40	-30.37
28 Electronic Safety and Security	506,628.15	411,420.00	-95,208.15	-18.79
31 Earthwork	6,076,251.63	2,586,294.55	-3,489,957.08	-57.44
32 Exterior Improvements	4,651,454.61	3,168,650.85	-1,482,803.76	-31.88
33 Utilities	1,488,730.50	1,830,271.00	341,540.50	22.94
98 Allowances	775,000.00	1,389,720.00	614,720.00	79.32
99 Contingency	3,315,630.00	2,800,000.00	-515,630.00	-15.55
<b>Sub-Total (Direct Cost)</b>	<b>58,847,343.54</b>	<b>60,055,735.97</b>	<b>1,208,392.43</b>	<b>2.05</b>
CM General Conditions	739,600.00	739,600.00	0.00	0.00
Bond for Additional Cost of Work - calculate additional \$, it will be .45% x the amount over \$54,200,000	18,487.00	18,487.00	0.00	0.00
Construction Stage Personnel	1,497,849.00	1,497,849.00	0.00	0.00
CM Contingency 2.60% of Cost of Work	1,588,685.27	1,620,103.47	31,418.20	1.98
CM Fee 2.85% Of Cost of Work & CM Contingency	1,786,721.00	1,822,055.60	35,334.60	1.98
<b>Sub-Total (Indirect Cost)</b>	<b>64,478,685.81</b>	<b>65,753,831.04</b>	<b>1,275,145.24</b>	<b>1.98</b>
Alternate No. 1: Lightning Protection System	130,000.00	0.00	-130,000.00	-100.00
Alternate No.C1: Parking Lot. Lot southeast of the existing HS to include grading, asphalt, curbs, storm, landscaping, and lighting.	0.00	306,500.00	306,500.00	100.00
Alternate No.C2: Parking Lot. Lot south of the existing HS to include grading, asphalt, curbs, storm, landscaping, and lighting.	0.00	270,900.00	270,900.00	100.00
Alternate No.C3: Parking Lot. Bus lot extension to the west to include grading, asphalt, curbs, storm, landscaping, and lighting.	0.00	201,800.00	201,800.00	100.00



Description	Milford Middle School SD Estimate Rev 1.0 12 07 2022	Milford Middle School Milford EVSD Design Development Estimate & ESP	Variance	Percentage
Alternate No. L1: Courtyard Paving/Landscaping/Site Furnishings.	0.00	254,000.00	254,000.00	100.00
Alternate No.C4: Parking Lot. Lot north of existing tennis courts and south of Eagles Way to include grading, asphalt, curbs, storm, landscaping, and lighting.	0.00	463,500.00	463,500.00	100.00
Alternate No. A1: Brick Veneer. Brick Veneer in lieu of base bid concrete block veneer	0.00	101,600.00	101,600.00	100.00
Alternate No. A2: Glazed Concrete Block Veneer Accent Panels. Glazed concrete block veneer accent panels in lieu of portions base bid concrete block veneer.	0.00	10,100.00	10,100.00	100.00
Alternate No. A3: Glazed Brick Veneer Accent Panels. Glazed brick veneer accent panels in lieu of portions of Alternate No. A2 brick veneer.	0.00	18,900.00	18,900.00	100.00
Alternate No. F1: Exterior Freezer Unit.	0.00	111,800.00	111,800.00	100.00
Alternate No. I1: Interior Acoustic Treatment.	0.00	114,300.00	114,300.00	100.00
Alternate No. I2: Additional Casework.	0.00	37,800.00	37,800.00	100.00
Alternate No. I3: Interior Graphics.	0.00	35,000.00	35,000.00	100.00
Alternate No. E1: EV Charging Stations (LEED v4 Green Vehicles Credit).	0.00	56,900.00	56,900.00	100.00
Alternate No. T1: First Responder Radio Communication System (Section 26 70 00).	0.00	261,300.00	261,300.00	100.00
<b>Total Estimate</b>	<b>64,608,685.81</b>	<b>67,998,231.04</b>	<b>3,389,545.24</b>	<b>5.25</b>



Estimate: 2020030208 Milford Middle School

Estimate Cost Totals

Early Site Package & Material Procurement  
GMP 596.2

Description	Total	Percent of Cost	Cost/SF
23 Heating, Ventilating, and Air Conditioning (HVAC)	\$1,878,782	22.34%	9.09
26 Electrical	\$236,148	2.81%	1.14
31 Earthwork	\$1,658,370	19.72%	8.02
32 Exterior Improvements	\$1,089,358	12.95%	5.27
33 Utilities	\$1,882,009	22.38%	9.10
98 Allowances	\$764,720	9.09%	3.70
<b>Sub-Total (Direct Cost)</b>	<b>\$7,509,387</b>	<b>89.30%</b>	<b>36.31</b>
CM General Conditions 3 Months	\$187,231	2.23%	0.91
Construction Stage Personnel 3 Months	\$81,508	0.97%	0.39
CM Contingency 2.60% of Cost of Work	\$202,231	2.40%	0.98
CM Fee 2.85% Of Cost of Work & CM Contingency	\$227,440	2.70%	1.10
<b>Sub-Total (Indirect Cost)</b>	<b>\$8,207,799</b>	<b>97.60%</b>	<b>39.69</b>
Alternate C3 - Bus Parking Lot Extension	\$201,800	2.40%	0.98
<b>Total Estimate</b>	<b>\$8,409,599</b>	<b>100%</b>	<b>40.67</b>





**Estimate: 2020030208 Milford Middle School**

**Estimate Cost Totals**

**Early Site Package & Material Procurement  
GMP 596.2**

Description	Total	Percent of Cost	Cost/SF
023 BP-23 Heating Ventilation & Air Conditioning	\$1,878,782	22.34%	9.09
026 BP-26 Electrical	\$236,148	2.81%	1.14
031 BP-31 Site Work / Utilities	\$4,305,099	51.19%	20.82
032 BP-32A Asphalt Paving	\$1,089,358	12.95%	5.27
<b>Sub-Total (Direct Cost)</b>	<b>\$7,509,387</b>	<b>89.30%</b>	<b>36.31</b>
CM General Conditions 3 Months	\$187,231	2.23%	0.91
Construction Stage Personnel 3 Months	\$81,508	0.97%	0.39
CM Contingency 2.60% of Cost of Work	\$202,231	2.40%	0.98
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Alternate C3 - Bus Parking Lot Extension	\$201,800	2.40%	0.98
<b>Total Estimate</b>	<b>\$8,409,599</b>	<b>100%</b>	<b>40.67</b>



**Estimate: 2020030208 Milford Middle School**

**Estimate Cost Types**

**Early Site Package & Material Procurement  
 GMP 596.2**

Description	Quantity	Material	Labor	Sub	Equip	Other	Total
<b>23 Heating, Ventilating, and Air Conditioning (HVAC)</b>							
Chillers	2.00 EA	0.00	0.00	0.00	477,188.50	0.00	477,188.50
Rigging/Storage/Maintenance	1.00 EA	0.00	0.00	0.00	11,443.50	0.00	11,443.50
'C. 'AHU-1-CR 'Air Handling Units With Energy Recovery Section:	27,000.00 CF	0.00	0.00	0.00	270,000.00	0.00	270,000.00
'C. AHU-2-CR 'Air Handling Units With Energy Recovery Section:	27,000.00 CF	0.00	0.00	0.00	270,000.00	0.00	270,000.00
'C. 'AHU-3-CR 'Air Handling Units With Energy Recovery Section:	27,000.00 CF	0.00	0.00	0.00	270,000.00	0.00	270,000.00
'C. 'AHU-4-CR 'Air Handling Units With Energy Recovery Section:	24,000.00 CF	0.00	0.00	0.00	240,000.00	0.00	240,000.00
'C. 'AHU-5-Dining 'Air Handling Units With Energy Recovery Section:	21,000.00 CF	0.00	0.00	0.00	210,000.00	0.00	210,000.00
'C. 'AHU-7-Band 'Air Handling Units With Energy Recovery Section:	5,750.00 CF	0.00	0.00	0.00	51,750.00	0.00	51,750.00
'C. 'AHU-6-Office	3,500.00 CF	0.00	0.00	0.00	24,500.00	0.00	24,500.00
'C. 'AHU-8-Gym	1,700.00 CF	0.00	0.00	0.00	11,900.00	0.00	11,900.00
'C. 'AHU-9-Aux Gym	6,000.00 CF	0.00	0.00	0.00	42,000.00	0.00	42,000.00
<b>Totals</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1,878,782.00</b>	<b>0.00</b>	<b>\$1,878,782.00</b>
<b>26 Electrical</b>							
Electrical Transformers & Switch Gear	1.00 LS	0.00	0.00	0.00	236,148.00	0.00	236,148.00
<b>Totals</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>236,148.00</b>	<b>0.00</b>	<b>\$236,148.00</b>
<b>31 Earthwork</b>							
A1.0 Earthwork Mobilization/Safety/Layout & Control	1.00 LS	0.00	0.00	79,206.00	0.00	0.00	79,206.00
A2.0 Complete As-built of Site	1.00 LS	0.00	0.00	35,568.00	0.00	0.00	35,568.00
A3.0 Clearing - Demolition / Raze 1/1.5 Story Brick bld(6,775 SF+/-) Raze Metal Clad Bldg (4,000 SF +/-)	10,775.00 SF	0.00	0.00	78,442.00	0.00	0.00	78,442.00
A3.0 Clearing - Demolition Asphalt Pavement Removal/Concrete Walks/Metal Guar/Wood Edge Bollards	47,638.00 SF	0.00	0.00	155,299.88	0.00	0.00	155,299.88
A4.0 Erosion Control - inlet protection /temporary seeding/13,60 lf silt fence , 28 dandy bags/1 skimmer device	30,527.00 SY	0.00	0.00	79,370.20	0.00	0.00	79,370.20
A4.1 Erosion Control - Permanent Seeding	274,743.00 SF	0.00	0.00	54,948.60	0.00	0.00	54,948.60
A4.2 Site Logistic/Laydown/Temp. Parking/Laydown & Maintenance/Place & Remove Gravel	100,824.00 SF	0.00	0.00	351,875.76	0.00	0.00	351,875.76
A5.0 Strip Topsoil	9,386.00 CY	0.00	0.00	53,312.48	0.00	0.00	53,312.48
A5.1 - Earthwork - Excavation	25,707.00 CY	0.00	0.00	132,391.05	0.00	0.00	132,391.05
A5.1 - Earthwork - Embankment/Compaction	39,549.00 CY	0.00	0.00	83,843.88	0.00	0.00	83,843.88
A5.3 - Earthwork - Rough Grading	62,131.00 SY	0.00	0.00	34,793.36	0.00	0.00	34,793.36

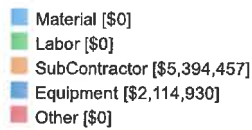
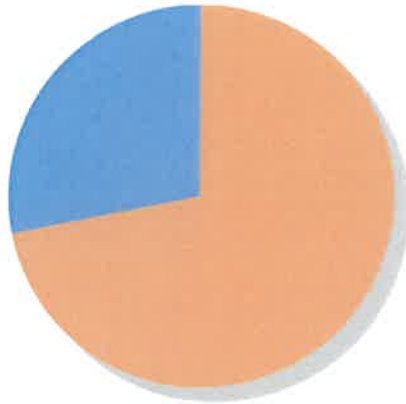


Description	Quantity	Material	Labor	Sub	Equip	Other	Total
A5.4 - Earthwork - Finish Grading	29,585.00 SY	0.00	0.00	51,773.75	0.00	0.00	51,773.75
A5.5 - Earthwork - Finish Grading Bldg Pad	16,137.00 SY	0.00	0.00	40,665.24	0.00	0.00	40,665.24
A5.6. Earthwork - Topsoil Respread	5,103.00 CY	0.00	0.00	78,790.32	0.00	0.00	78,790.32
A5.7 Earthwork - Export Excess TS Offsite	4,283.00 CY	0.00	0.00	69,727.24	0.00	0.00	69,727.24
A5.8 Earthwork - Import Clay	13,842.00 CY	0.00	0.00	278,362.62	0.00	0.00	278,362.62
<b>Totals</b>		<b>0.00</b>	<b>0.00</b>	<b>1,658,370.38</b>	<b>0.00</b>	<b>0.00</b>	<b>\$1,658,370.38</b>
<b>32 Exterior Improvements</b>							
A11.0 Asphalt Paving - Heavy Duty Asphalt Paving	22,356.00 SY	0.00	0.00	1,081,136.16	0.00	0.00	1,081,136.16
A11.1 Asphalt Paving - Stripe	1.00 LS	0.00	0.00	8,222.00	0.00	0.00	8,222.00
<b>Totals</b>		<b>0.00</b>	<b>0.00</b>	<b>1,089,358.16</b>	<b>0.00</b>	<b>0.00</b>	<b>\$1,089,358.16</b>
<b>33 Utilities</b>							
A8.4 - 8x4x8 Meter Pit	1.00 EA	0.00	0.00	86,644.00	0.00	0.00	86,644.00
A8.2 - 4" Ductile Iron	695.00 LF	0.00	0.00	65,712.25	0.00	0.00	65,712.25
A8.1 - 8" Ductile Iron	1,079.00 LF	0.00	0.00	123,006.00	0.00	0.00	123,006.00
A8.0 - 12 12" Ductile Iron	567.00 LF	0.00	0.00	103,194.00	0.00	0.00	103,194.00
A8.4 - 8x4x8 Meter Pit - Clermont Co. Detail Allowace	1.00 EA	0.00	0.00	50,000.00	0.00	0.00	50,000.00
A8.3 - Connect to existing 12" DI	3.00 EA	0.00	0.00	51,909.00	0.00	0.00	51,909.00
A10.4 -Added Electrical Conduit for Duke 4", (2) on North Side for Duke Primary	1,162.00 LF	0.00	0.00	46,480.00	0.00	0.00	46,480.00
A10.3 - Site Gas - Lower Existing Gas Line	310.00 LF	0.00	0.00	35,030.00	0.00	0.00	35,030.00
A10.2 Water line 12" Waterline Relocation/pipe & fitting	560.00 LF	0.00	0.00	114,800.00	0.00	0.00	114,800.00
A10.1 Water line 3" located by Baseball Diamond /pipe/asphalt restoration & seed	150.00 LF	0.00	0.00	39,900.00	0.00	0.00	39,900.00
A10.0 - Site Gas	1,100.00 LF	0.00	0.00	73,700.00	0.00	0.00	73,700.00
A9.0 - Electric - Asphalt Restoration	55.00 SY	0.00	0.00	7,590.00	0.00	0.00	7,590.00
A9.0 - Electric - Site	1.00 LS	0.00	0.00	276,592.00	0.00	0.00	276,592.00
A8.8 - Testing	1.00 LS	0.00	0.00	9,788.00	0.00	0.00	9,788.00
A8.7 - Install new FDC Line w/4" CL52	39.00 LF	0.00	0.00	9,438.00	0.00	0.00	9,438.00
A8.6 - Turnups into Building	3.00 EA	0.00	0.00	15,900.00	0.00	0.00	15,900.00
A8.5 - Fire Hydrants w/Leads	5.00 EA	0.00	0.00	62,270.00	0.00	0.00	62,270.00
A6.2- Sanitary - - Manhole Sanitary 48	5.00 EA	0.00	0.00	29,315.00	0.00	0.00	29,315.00
A6.3 - Sanitary - Connect to Ex MH	1.00 EA	0.00	0.00	6,625.00	0.00	0.00	6,625.00
A6.0 - Sanitary - 8" SDR35 Sanitary Pipe	1,154.00 LF	0.00	0.00	74,156.04	0.00	0.00	74,156.04



Description	Quantity	Material	Labor	Sub	Equip	Other	Total
A6.0 - Sanitary - 6" SDR35 Sanitary Pipe	119.00 LF	0.00	0.00	6,069.00	0.00	0.00	6,069.00
A6.4 - Sanitary - Testing - Sanitary	1.00 LS	0.00	0.00	11,068.00	0.00	0.00	11,068.00
A6.5 - Sanitary - 8" Cleanouts	2.00 EA	0.00	0.00	1,958.84	0.00	0.00	1,958.84
A7.0 - 12" ADS/N12 Storm Pipe	2,281.00 LF	0.00	0.00	83,393.36	0.00	0.00	83,393.36
A7.7 - 30" Headwall	1.00 EA	0.00	0.00	4,120.00	0.00	0.00	4,120.00
A7.7 - 24" Headwall	1.00 EA	0.00	0.00	3,000.00	0.00	0.00	3,000.00
A7.7 - 8" Headwall	1.00 EA	0.00	0.00	2,075.00	0.00	0.00	2,075.00
A7.6 - 8" SDR 35	116.00 LF	0.00	0.00	4,876.64	0.00	0.00	4,876.64
A7.5 - 14" CL52 Ductile Iron	77.00 LF	0.00	0.00	11,011.00	0.00	0.00	11,011.00
A7.4 - 30 ADS/N12 Storm Pipe	400.00 LF	0.00	0.00	40,708.00	0.00	0.00	40,708.00
A7.3 - 24" ADS/N12 Storm Pipe	1,477.00 LF	0.00	0.00	121,778.65	0.00	0.00	121,778.65
A7.2 - 18" ADS/N12 Storm Pipe	750.00 LF	0.00	0.00	38,422.50	0.00	0.00	38,422.50
A7.1 - 15" ADS/N12 Storm Pipe	636.00 LF	0.00	0.00	26,457.60	0.00	0.00	26,457.60
A7.17 - Finger Drains	210.00 LF	0.00	0.00	4,903.50	0.00	0.00	4,903.50
A7.18 - Controlled Density Fill	242.00 CY	0.00	0.00	30,414.56	0.00	0.00	30,414.56
A7.19 - Asphalt Restoration	250.00 SY	0.00	0.00	26,655.00	0.00	0.00	26,655.00
A7.16 - Yard Drains	24.00 EA	0.00	0.00	43,752.00	0.00	0.00	43,752.00
A7.15 - Storm Manholes	2.00 EA	0.00	0.00	7,900.00	0.00	0.00	7,900.00
A7.14 - Outlet Structure	2.00 EA	0.00	0.00	8,100.00	0.00	0.00	8,100.00
A7.13 - Catch Basin 2-4	7.00 EA	0.00	0.00	33,376.00	0.00	0.00	33,376.00
A7.12 - Catch Basin 2-4	5.00 EA	0.00	0.00	15,000.00	0.00	0.00	15,000.00
A7.11 - Catch Basin 2-3	15.00 EA	0.00	0.00	34,440.00	0.00	0.00	34,440.00
A7.10 - Catch Basin 2-2B	23.00 EA	0.00	0.00	40,480.00	0.00	0.00	40,480.00
<b>Totals</b>		<b>0.00</b>	<b>0.00</b>	<b>1,882,008.94</b>	<b>0.00</b>	<b>0.00</b>	<b>\$1,882,008.94</b>
<b>98 Allowances</b>							
Allowance -16,000 CY Undercut unsatisfactory soils	16,000.00 CY	0.00	0.00	438,400.00	0.00	0.00	438,400.00
Allowance -14,000 SY of Cement Stabilization	14,000.00 SY	0.00	0.00	235,900.00	0.00	0.00	235,900.00
Allowance -3,300 CY of Pavement Stabilization	3,300.00 CY	0.00	0.00	90,420.00	0.00	0.00	90,420.00
<b>Totals</b>		<b>0.00</b>	<b>0.00</b>	<b>764,720.00</b>	<b>0.00</b>	<b>0.00</b>	<b>\$764,720.00</b>
<b>Sub-Total (Base Cost)</b>		<b>0.00</b>	<b>0.00</b>	<b>5,394,457.48</b>	<b>2,114,930.00</b>	<b>0.00</b>	<b>\$7,509,387.48</b>

## Estimate Summary



Description		Total
<b>Sub-Total (Base Cost)</b>		\$7,509,387.48
<b>Sub-Total (Direct Cost)</b>		\$7,509,387.48
CM General Conditions 3 Months		187,231.24
Construction Stage Personnel 3 Months		81,508.33
CM Contingency 2.60% of Cost of Work	2.6000%	202,231.30
CM Fee 2.85% Of Cost of Work & CM Contingency	2.8500%	227,440.21
<b>Sub-Total (Indirect Cost)</b>		\$8,207,798.57
Alternate C3 - Bus Parking Lot Extension		201,800.00
<b>Total Estimate</b>		\$8,409,598.57



# Retail Sales Agreement

AVI Systems Inc., 7139 East Kemper Road Cincinnati, OH, 45249 | Phone: (513)578-6550, Fax: (513)578-6551

Proposal Number: 1166150  
Prepared For: Milford Exempted Village Schools  
Attn: Jeff Johnson

Proposal Date: **February 27, 2023**  
**Milford High School - Theater Renovation Project- AV  
Improvements, Alternates, One Year Service Support  
Agreement - REVISION 1**

Prepared By: Daniel Himes  
Phone: 859-462-1979 cell  
Email: daniel.himes@avisystems.com

### BILL TO

Attn: Jeff Johnson  
Milford Exempted Village Schools  
1099 State Route 131  
Milford, OH, 45150  
Phone: (513) 831-2990  
Email: johnson\_jeff@milfordschools.org  
Customer Number: MEV001

### SITE

Attn: Jeff Johnson  
Milford High School  
1 Eagles Way  
Milford, OH, 45150  
Phone: (513) 831-2990  
Email: johnson\_jeff@milfordschools.org

### COMMENTS

**Revision 1 to correct headset bundle quantity – 02/27/2023.** This proposal is based on the drawings and project scope of work provided by the owner and/or the owner’s representatives (HMB Associates), please see these documents which have been provided under separate cover.

### PRODUCTS AND SERVICES SUMMARY

Equipment	\$59,825.28
Integration	\$27,848.48
PRO Support	\$6,138.00
Shipping & Handling	\$3,924.00
Tax Tax (tax exempt certificate required)	\$0.00
<b>Grand Total</b>	<b>\$ 97,735.76</b>

Unless otherwise specified. The prices quoted reflect a discount for a cash payment (i.e., check, wire transfer) made by Customer in full within the time stated for payment on each invoice. Discount only applies to new items included on the invoice, and only applies if the balance on the invoice is paid in full.

All returned equipment is subject to a restocking charge. The prices are valid for 15 days and may be locked in by signing this Retail Sales Agreement.

Overdue balances are subject to a finance charge of 1.5% per month, or interest at the highest rate permitted by applicable law. In the event AVI must pursue collection of unpaid invoices, Customer agrees to pay all of AVI’s costs of collection, including its attorneys’ fees.

## INVOICING AND PAYMENT TERMS

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Customer and AVI have agreed on the payment method of CASH. Payment must be remitted by stated method. To the extent Customer seeks to use of any payment methods other than stated, and that payment method results in an increased transaction cost to AVI, the new payment must be approved in writing, and the Customer shall be responsible for paying the increased transaction cost to AVI associated with the change in payment method. Payments shall be made 30 days from invoice date. So long as the invoice has been sent and the Customer's payment is made within the terms work will continue.

AVI uses progress billing, and invoices for equipment and services allocated to the contract on a monthly basis. Unless otherwise specified, all items quoted (goods and services) as well as applicable out of pocket expenses (permits, licenses, shipping, etc.) are invoiced in summary (including applicable sales taxes due for each category of invoiced items).

Customer is to make payments to the following "Remit to" address:

AVI Systems  
NW8393 PO Box 1450  
Minneapolis, MN 55485-8393

**If Payment Method is ACH:** Customer must make all payments in the form of bank wire transfers or electronic funds transfers through an automated clearinghouse with electronic remittance detail, in accordance with the payment instructions AVI Systems provides on its invoice to Customer.

A monthly summary of detailed equipment received is available upon request. Equipment received may be different than equipment billed based on agreed billing method.

## TAXES AND DELIVERY

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Unless stated otherwise in the "Products and Services Summary" above, AVI will add and include all applicable taxes, permit fees, license fees, and delivery charges to the amount of each invoice. Taxes will be calculated according to the state law(s) in which the product(s) and/or service(s) are provided. Unless Customer provides a valid tax exemption certificate for any tax exemption(s) claimed, AVI shall invoice for and collect all applicable taxes in accordance with state law(s), and Customer will be responsible for seeking a tax credit/refund from the applicable taxing authority.

**AGREEMENT TO QUOTE AND DOCUMENTS CONSTITUTING YOUR CONTRACT WITH AVI**

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Customer hereby accepts the above quote for goods and/or services from AVI. When duly executed and returned to AVI, AVI's Credit Department will check Customer's credit and approve the terms. After approval by AVI's Credit Department and signature by AVI, this Retail Sales Agreement will, together with the AVI General Terms & Conditions (which can be found at <http://www.avisystems.com/TermsOfSale>) form a binding agreement between Customer and AVI. (This Retail Sales Agreement and the AVI General Terms & Conditions of Sale (the "T&Cs") are referred to collectively as the "Agreement"). If not defined in this Agreement, all capitalized terms shall have the meaning given to them in the T&Cs. Should AVI's Credit Department determine at any point prior to AVI commencing work that Customer's credit is not adequate, or should it otherwise disapprove of the commercial terms, AVI reserves the right to terminate the Agreement without cause and without penalty to AVI.

**AGREED AND ACCEPTED BY**

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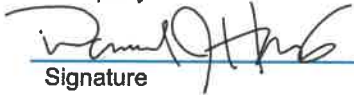
\_\_\_\_\_  
Company

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Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

**AVI Systems, Inc.**  
\_\_\_\_\_  
Company

  
\_\_\_\_\_  
Signature

**Daniel J. Himes**  
\_\_\_\_\_  
Printed Name

**02/27/2023**  
\_\_\_\_\_  
Date

**CONFIDENTIAL INFORMATION**

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The company listed in the "Prepared For" line has requested this confidential price quotation, and shall be deemed "Confidential Information" as that term is defined in the T&Cs. This information and document is confidential and is intended solely for the private use of the customer identified above. Customer agrees it will not disseminate copies of this quote to any third party without the prior written consent of AVI. Sharing a copy of this quote, or any portion of the Agreement with any competitor of AVI is a violation of this confidentiality provision. If you are not the intended recipient of this quote (i.e., the customer), you are not properly in possession of this document and you should immediately destroy all copies of it.



## SERVICES TO BE PROVIDED

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### INTEGRATION SERVICES

#### INTEGRATION SCOPE OF WORK

**Scope of work for this project is per HMB Associates attached under separate cover.**

**C. EXCLUSIONS:** The following work is **not included** in our Scope of Work: All conduits, high voltage, wiring panels, breakers, relays, boxes, receptacles, etc.

- Concrete saw cutting and/or core drilling
- Firewall, ceiling, roof, and floor penetration
- Necessary gypsum board replacement and/or repair
- Necessary ceiling tile or T-bar modifications, replacements, and/or repair
- Structural support of equipment \*AVI Systems is not responsible for building-related vibrations
- Installation of the ceiling-mounted projection screen
- All millwork (moldings, trim, cutouts, etc.)
- Patching and Painting
- Permits (unless specifically provided for and identified within the contract)
- Unless otherwise stated, the pricing in this agreement does not include prevailing wage or union labor
- Unless specifically noted, lifts and scaffolding are not included

#### D. CONSTRUCTION CONSIDERATIONS:

In order to accomplish the outlined goals of this project, the Customer will be responsible for contracting with an outside entity to make the necessary modifications to the space as directed by AVI Systems. The costs associated with these modifications are not included in this proposal.

**E. NOTICE: THIS SCOPE OF WORK IS DELIVERED ON THE BASIS OF THE FOLLOWING ASSUMPTIONS** The room(s) match(es) the drawings provided.

- Site preparation by the Customer and their contractors include electrical and data placement per AVI Systems specification.
- Site preparation will be verified by AVI Systems project manager or representative before the scheduling of the installation. All work areas should be clean and dust free prior to the beginning of the on-site integration of electronic equipment.
- Customer communication of readiness will be considered accurate and executable by AVI Systems project manager.
- In the event of any arrival to the site that AVI Systems is not able to execute work efficiently and definably progress, the Customer will be charged a fee to reimburse AVI Systems for all lost time and inefficiencies. At this time, the Customer will be presented with a Contract Change Order and will/may halt work until acceptance by the Customer and rescheduling of the integration effort is agreed upon.
- Rescheduling and redeployment of AVI Systems technicians due to unacceptable site preparation may cause scheduling delays of up to 10 business days.
- There is ready access to the building/facility and the room(s) for equipment and materials.
- There is secure storage for equipment during a multi-day integration.
- If Customer furnished equipment and existing cabling are to be used, AVI Systems assumes that these items are in good working condition at this time and will integrate into the designed solution. Any repair, replacement, and/or configuration of these items that may be necessary will be made at an additional cost.
- All Network configurations, including IP addresses, are to be provided, operational and functional before AVI Systems integration begins. AVI Systems will not be responsible for testing the LAN connections.
- Cable or Satellite drops must be in place with converter boxes operational before the completion of integration. Any delay resulting in extra work caused by the late arrival of these items will result in a change order for time and materials.
- Document review/feedback on drawings/correspondence will be completed by the Customer within two business days (unless otherwise noted).
- The documented Change Control process will be used to the maximum extent possible – the Customer will have an assigned person with the authority to communicate/approve project Field Directed Change Orders and Contract Change Orders (see Appendix).
- In developing a comprehensive proposal for equipment and integration services, AVI Systems' Sales Representatives and Engineering teams must make some assumptions regarding the physical construction of your facility, the availability of technical infrastructure, and site conditions for installation. If any of the conditions we have indicated in the site survey form are incorrect or have changed for your project or project site, please let your Sales representative know as soon as possible. Conditions of the site found during the integration effort, which are different from those documented, may affect the price of the system solution, integration, or services. To ensure that you have an accurate proposal based on your facility and specific to the conditions of your project, please review all project documentation carefully.

## **F. INTEGRATION PROJECT MANAGEMENT PROCESSES**

AVI Systems will follow a foundational project management process which may include the following actions/deliverables (based on the size/complexity/duration of the integration project):

- Site Survey – performed prior to Retail Sales Agreement and attached
- Project Welcome Notice – emailed upon receipt of Purchase Order
- Project Kick-Off meeting with Customer Representative(s) – either by phone or in-person
- Project Status reviews – informal or formal – either by phone or in person (based on the size/complexity/duration of the project)
- Project Change Control – comprised of Field Directed Change Order and/or Contract Change Order submittals (see Appendix)
- Notice of Substantial Completion (see Appendix) – at Customer walk-through – prior to Service Transition

## **G. KNOWLEDGE TRANSFER (TRAINING)**

This is geared specifically towards the end-user / operator. The purpose of this knowledge transfer is to provide operators with the necessary knowledge to confidently and comfortably operate all aspects of the integrated system. Areas covered include the following:

- Equipment and system overview
- Equipment operation and function
- Equipment start-up, stop and shut down
- Equipment automatic and manual operation
- Discussion and documentation relating to control system operation
- Discussion and documentation relating to the system processor and its control applications
- Powering up and powering down the AV system via the control system
- Manual operation of display systems, audio systems, and all other related components
- Use/operation of patch panels, when and where to be used
- Whom to call when help is required

## **H. AVI SYSTEMS INTEGRATION SERVICES RESPONSIBILITIES**

AVI Systems will provide services/work for the project as described above in the Scope of Work or per the attached separate Scope of Work document detailing the scope of work to be performed.

- Provide equipment, materials, and service items per the contract products and services detail.
- Provide systems equipment integration and supervisory responsibility for the equipment integration.
- Provide systems configuration, checkout, and testing.
- Provide project timeline schedules.
- Provide necessary information, as requested, to the owner or other parties involved with this project to ensure that proper AC electrical power and cableways and/or conduits are provided to properly integrate the equipment within the facilities.
- Provide manufacturer-supplied equipment documentation.
- Provide final documentation and “as built” system drawings (CAD) - if purchased.
- Provide system training following integration to the designated project leader or team.

## **I. CUSTOMER INTEGRATION SERVICES RESPONSIBILITIES**

- Provide for the construction or modification of the facilities for soundproofing, lighting, electrical, HVAC, structural support of equipment, and decorating as appropriate. Includes installation of any ceiling-mounted projection screen.
- Provide for the ordering, provisioning, installation, wiring, and verification of any Data Network (LAN, WAN, T1, ISDN, etc.) and Telephone Line (Analog or Digital) equipment and services prior to on-site integration.
- Provide all necessary cableways and/or conduits required to facilitate AV systems wiring.
- Provide all necessary conduits, wiring, and devices for technical power to the AV systems equipment.
- Provide reasonable access of AVI Systems personnel to the facilities during periods of integration, testing, and training, including off hours and weekends.
- Provide a secure area to house all integration materials and equipment.
- Provide a project leader who will be available for consultation and meetings.
- Provide timely review and approval of all documentation (Technical Reports, Drawings, Contracts, etc.).

## **ENGINEERING SERVICES**

### **ENGINEERING SCOPE OF WORK**

#### **ENGINEERING SERVICES TO BE PROVIDED**

AVI Systems will work with the Customer and any related design professionals selected (architects, engineers, etc.) to provide initial and ongoing audiovisual systems design and engineering support for this project.

AVI Systems strongly encourages the fostering of a truly open, cooperative “design team” approach, with team members bringing unique, valuable insight from their special perspective to the team.

The goal of these services is as follows:

- Understand clearly the current and future AV needs of the Customer.
- Provide accurate construction documents for the implementation of the AV-related infrastructure.
- Provide an overall AV plan that will allow for the procurement of appropriate AV equipment and installation, complete with system diagrams, ensuring correct integration of the equipment.
- Compile the data gathered during the engineering process into an Integration Agreement for a turnkey installation of all AV systems, with the added value of a seamless integration process.

The Design Process can be modified at any time per the direction of the Customer – otherwise, it shall follow this general outline:

**AV Program Review / Verification** – The AVI Systems design team will obtain from the Customer the operational specifications desired for the audio and video systems within the designated facility. Additional facility information will be required, including the building’s electrical and structural infrastructure, as well as the physical sizes of each room or space. Using compatible AutoCAD drawings, the integration of desired AV systems within available spaces will be visualized. During this initial design phase, various equipment options, with an eye toward future expandability while maintaining current value, will be suggested.

**Budget Verification** – The AVI Systems design team will create a project scope compiled from the information received from the Customer. AVI Systems will generate cost estimates for the various systems as outlined above and compare these budget estimates to any initial AV budgets. This process will reaffirm the exact direction that engineering resources should target in the next phase.

**Initial Design** – During this phase, AVI Systems will begin applying the above-defined systems in detail to the various areas of the Customer facility. Further communications between the Customer and the other design team members, as various options are explored, will be necessary at this time. Typical deliverables from this phase would include the following drawings and/or documents.

- Preliminary AV Floor Plan and Elevations detailing locations of all AV devices
- Preliminary Projection Geometry detailing projection/screen locations with viewing angles, mounting details, etc.
- Preliminary AV Technical Power, Conduit Plans, and Riser Drawings
- Preliminary AV Video Flow
- Preliminary AV Audio Flow
- Preliminary AV Control Flow
- Preliminary AV Rack Layouts
- Preliminary Equipment Lists
- Preliminary Budget Estimates

Submittal of the above for the various rooms will be a progressive process, with most critical drawings being submitted first, allowing construction details to be available on an as-needed basis. During this process, modifications to the preliminary plans due a variety of considerations - architectural/aesthetic considerations, budget reviews, etc. Electronic exchange of AutoCAD drawings between all the “team members” will facilitate a quick exchange of updates. Specific design “freeze dates” will be established with all parties to facilitate timely submittals and help manage the Customer’s end cost. All changes are to be reviewed and approved by all parties.

**Final Systems Design** – The changes made in the previous phase to the preliminary designs will be updated and regenerated as “final” construction documents. AVI Systems will typically work from background drawings from an architect under contract to the Customer, entering AV-specific data and returning these back to the architect (or other Customer retained design professional) for integration into final construction documents.

**Project Specifications Document** – The final audiovisual systems designs will be compiled into a written project technical specifications document with equipment lists and any pricing not already included in the quote for complete integration. This document will include the following system diagrams and documents.

- AV Floor Plan and Elevations detailing locations of AV devices
- AV Video Flow
- AV Audio Flow
- AV Control Flow
- Equipment lists as specified
- System infrastructure requirements, including cable and termination specifications
- System operational and post-operational requirements
- Project Scope of Work
- Project costs
- Project Integration Agreement

Onsite Support - Service level response assumes the client location is within 60 miles of an AVI Systems Service Center. Additional travel costs may apply if the client's location is beyond 60 miles of an AVI Systems Service Center.

Consumables – parts such as recording media, batteries, projection lamps, bulbs, etc. Consumables are parts that are not included in this Agreement.

Obsolete Equipment – items (though possibly still in use) that are outdated with no manufacturer support or parts availability or products with the formal end of life as defined by their manufacturer. Obsolete Equipment is parts that are not included under this Agreement.

Loaner Equipment – tabletop LCD projectors and flat-screen monitors under 50". Tabletop projectors are not integrated into a system. Flat screen monitors will be installed onto a wall if reasonably possible.

Best Effort – AVI Systems strives to provide the Service or repair any Incident in an appropriate and generally accepted manner using the resources available but makes no promise in this reference.

Advanced Parts Replacement - Provides for recycling of equipment covered in a system or consumables with no additional fees. Includes coverage for shipping to/from the manufacturer for equipment sent for warranty diagnosis, repair, or exchange.

Software Update Assistance – revisions of existing software, which provide maintenance to correct software errors. Assumes software is provided at no charge by the manufacturer or covered under a valid manufacturer maintenance contract. Cascading software dependencies may impact the ability to issue updates. Software and features which require additional licensing are not included under this Agreement. Changes to custom templates or scripts after initial deployment are available separately from this agreement.

## **SYSTEM SUPPORT TERMS**

Coverage Dates – Unless otherwise stated, the service coverage date will be effective as of substantial completion or the System Support Agreement invoice date, whichever is applicable. Coverage will extend for the duration specified by the corresponding line-item description found in the Product and Services Detail section of this Agreement. AVI Systems reserves the right to withhold services until the invoice is paid in full.

Exclusions – For situations where AVI Systems is providing service or support under this Agreement, no cost service, maintenance, or repair shall not apply to the Equipment if any person other than an AVI Systems technician or other person authorized by AVI Systems, without AVI Systems, prior written consent, improperly wires, integrates, repairs, modifies or adjusts the Equipment or performs any maintenance service on it during the term of this Agreement. Furthermore, any Equipment service, maintenance, or repair shall not apply if AVI Systems determines, in its sole discretion, that the problems with the Equipment were caused by (a) the Customer's negligence; or (b) theft, abuse, fire, flood, wind, lightning, unreasonable power line surges or brownouts, or acts of God or public enemy; or (c) use of any equipment for other than the ordinary use for which such equipment was designed or the purpose for which such equipment was intended, or (d) operation of equipment within an unsuitable operating environment, or (e) failure to provide a suitable operating environment as prescribed by equipment manufacturer specifications, including, without limitation, with respect to electrical power, air conditioning, and humidity control.

Systems Support Terms are in addition to AVI Systems' General Terms and Conditions of Sale.

**PRODUCTS AND SERVICES DETAIL**

**PRODUCTS:**

<u>Model #</u>	<u>Mfg</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>	<u>Extended</u>
MS-702	CLEARCOM	Encore Main Station: 2Ch, Power supply 1.2 Amp, 1RU with Stage Announce, Program Audio, Hot-Mic	1	\$1,440.38	\$1,440.38
KB-701	CLEARCOM	Encore Speaker Station: 1Ch, Flush Mount with Speaker, Program Audio, Flushed Mounted Microphone	4	\$466.67	\$1,866.68
WP-2	CLEARCOM	Encore Intercom Wall plate: 2Ch Switched with 3-pin XLR	3	\$90.19	\$270.57
WP-6	CLEARCOM	Encore Intercom Wall plate: 2Ch 6-pin for RS-702-style beltpacks	1	\$109.81	\$109.81
MK6CC010	WHIRLWIND	Cable - Microphone, MK6, Clearcom, A6F to A6M, 10', WMR202-2AT	2	\$77.88	\$155.76
RS-701	CLEARCOM	Encore Beltpack: 1Ch	3	\$350.00	\$1,050.00
RS-702	CLEARCOM	Encore Beltpack: 2Ch with Program Audio	1	\$480.13	\$480.13
CC-26K-X4	CLEARCOM	Headset: Single ear, Light weight, XLR (F) 4 Pin with Dynamic Mic	5	\$219.87	\$1,099.35
YC-36	CLEARCOM	Encore Intercom Splitter: 2Ch 6-pin to (2) 3-pin for RS-702-style beltpacks	1	\$106.88	\$106.88
CZ11513	CLEARCOM	<b>DX210 System - 4 user bundle with headsets: 2Ch, 2.4GHz</b>	1	\$10,100.64	\$10,100.64
AC-C6T	QSC	6.5" Two-way ceiling speaker, 70/100V transformer with 80 bypass, 110° conical coverage, includes C-	4	\$120.51	\$482.04
LS-31-072	LISTEN	Listen iDSP Essentials Level 2 Stationar	1	\$1,307.86	\$1,307.86
LA-401	LISTEN	Universal Ear Speaker	12	\$17.83	\$213.96
LA-430	LISTEN	Intelligent Ear Phone/Neck Loop Lanyard	2	\$57.37	\$114.74
LR-3200-072	LISTEN	Basic DSP RF Receiver (72 MHz)	12	\$116.29	\$1,395.48
LA-423-01	LISTEN	4-Port USB Charger	3	\$34.88	\$104.64
PT-MZ16KLBU	PANASONIC	PT-MZ16KL - LCD PROJECTOR - 16000 ANSI LUMEN - 1920 X 1200 - 3000000 :1 (FULL ON	1	\$18,958.97	\$18,958.97
ET-EMT700	PANASONIC	2.10 4.14:1 ZOOM LENS FOR ACCS PT-MZ16K/MZ13K/MZ10K LCD LASER PROJ	1	\$4,040.41	\$4,040.41
WMA2S	CHIEF	WMA2S WALL MOUNT ACCY, 1 1/2 NPT LAT SHI	1	\$190.00	\$190.00
VCMU	CHIEF	VCMU, INCL CUSTOM HBU, BLK	1	\$432.62	\$432.62
CMS006	CHIEF	FIXED PIPE 6"	4	\$17.54	\$70.16
PTC-280W	DATAVIDEO	12x 4K PTZ camera in White. Supports PoE.	1	\$1,799.00	\$1,799.00
WM-1-W	DATAVIDEO	White version of a professional wall mount for PTC-140 and PTC-150 PTZ cameras. The mount is made fr	1	\$109.00	\$109.00
VS-PTC-200	MARSHALL ELECT	Compact RS232/422 PTZ Camera Controller	1	\$365.38	\$365.38
NV-32-H (CORE CAPABLE)	QSC	4K60 4:4:4 Network Video Endpoint for the Q-SYS Ecosystem, software configurable as Encoder or Decod	1	\$3,205.13	\$3,205.13
SLMST-8N-P	QSC	Q-SYS Core 8 Flex, Core Nano, NV-32-H (Core Capable) license for	1	\$266.67	\$266.67
TSC-70-G3	QSC	Microsoft Teams Room software featu	1	\$1,465.38	\$1,465.38
TSC-710T-G3	QSC	Q-SYS 7" PoE Touch Screen Controller for In-Wall Mounting. Color - Black only	1	\$1,465.38	\$1,465.38
TSC-710T-G3	QSC	Table top mounting accessory for TSC-70-G3 and TSC-101-G3.	1	\$350.00	\$350.00
DUETE-2	VISIONARY SOLU	PacketAV Duet 2 Encoder	1	\$1,147.44	\$1,147.44

DUETD-2	VISIONARY SOLU	PacketAV Duet 2 Decoder	2	\$1,147.44	\$2,294.88
NS10-125+	QSC	10-port network switch preconfigured for Q-SYS Audio, Video and Control with 8x PoE+ ports and 125 W	1	\$1,015.38	\$1,015.38
IP2CC-P	GLOBAL CACHE	Global Cache iTach IP2CC with PoE Option	1	\$150.64	\$150.64
CBL-HD-30	CRESTRON	Crestron® Certified HDMI® Interface Cable, 10.2 Gbps, 30 ft (9.1 m)	2	\$98.72	\$197.44
CBL-HD-1.5	CRESTRON	Crestron® Certified HDMI® Interface Cable, 18 Gbps, 1.5 ft (0.45 m)	3	\$23.08	\$69.24
CBL-HD-6	CRESTRON	Crestron® Certified HDMI® Interface Cable, 18 Gbps, 6 ft (1.8 m)	2	\$35.90	\$71.80
LTM1U	CHIEF	Micro-Adjust Tilt Wall Mount, Large	1	\$338.82	\$338.82
QB65B	SAMSUNG	65IN Commercial 4K Display	1	\$1,671.82	\$1,671.82
DUETD-2	VISIONARY SOLU	PacketAV Duet 2 Decoder	1	\$1,316.18	\$1,316.18
		Integration Materials			\$1,176.47
		On Site Integration			\$382.36
		Engineering & Drawings			\$5,191.04
		Project Management			\$4,561.20
		Programming			\$1,297.76
		Cable Placement			\$4,800.00
		On Site Integration			\$9,600.00
		Integration Cables & Connectors			\$839.65

**Total: \$87,673.76**

**PRO SUPPORT:**

<u>Model #</u>	<u>Mfg</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>	<u>Extended</u>
AVISSA1YR	AVI SYSTEMS	1 Year System Support Agreement	1.0000	\$6,138.00	\$6,138.00

**Refer to page 1 for the Grand Total that includes the Taxes, and Shipping & Handling**

## AVI Systems General Terms and Conditions of Sale

The following General Terms & Conditions of Sale (the "T&Cs") in combination with either (a) a signed Retail Sales Agreement or (b) Quote under which AVI Systems, Inc ("AVI") agrees to supply goods or services constitute a binding contract (the "Agreement") between AVI and the entity identified on page one of the Retail Sales Agreement or Quote (the "Customer"). In the absence of a separately negotiated "Master Services Agreement" between AVI and Customer signed in "wet ink" by the Chief Executive Officer or Chief Financial Officer of AVI, these T&C's shall apply. Any terms and conditions set forth in any correspondence, purchase order or Internet based form from Customer to AVI which purport to constitute terms and conditions which are in addition to those set forth in this Agreement or which attempt to establish conflicting terms and conditions to those set forth in this Agreement are expressly rejected by AVI unless the same has been manually countersigned in wet ink by an Officer of AVI.

1. **Changes In The Scope of Work** – Where a Scope of Work is included with this Agreement, costs resulting from changes in the scope of this project by the Customer, including any additional requirements or restrictions placed on AVI by the Customer or its representatives, will be added to the contract price. When AVI becomes aware of the nature and impact of the change, a contract Change Order will be submitted for review and approval by the Customer before work continues. AVI has the right to suspend the work on the project pending Customer's written approval of the Change Order.
2. **Ownership and Use of Documents and Electronic Data** – Where applicable, drawings, specifications, other documents, and electronic data furnished by AVI for the associated project under this Agreement are instruments of the services provided. These items are "Confidential Information" as defined in this Agreement and AVI shall retain all common law, statutory and other reserved rights, including any copyright in these instruments. These instruments of service are furnished for use solely with respect to the associated project under this Agreement. The Customer shall be permitted to retain copies of any drawings, specifications, other documents, and electronic data furnished by AVI for information and reference in connection with the associated project and for no other purpose.
3. **Proprietary Protection of Programs** – Where applicable this Agreement does not cause any transfer of title, or intellectual rights, in control systems programs, or any materials produced in connection therewith, including any source code. Any applications or programs supplied by AVI are provided, and are authorized for installation, execution, and use only in machine-readable object code form. This Agreement is expressly limited to the use of the programs by the Customer for the equipment in connection with the associated project. Customer agrees that it will not seek to reverse-engineer any program to obtain source codes, and that it will not disclose the programs source codes or configuration files to any third party, without the written consent of AVI. The programs, source codes and configuration files, together with AVI's know-how and integration and configuration techniques, furnished hereunder are proprietary to AVI, and were developed at its private expense. If Customer is a branch of the United States government, for purposes of this Agreement any software furnished by AVI hereunder shall be deemed "restricted computer software", and any data, including installation and systems configuration information, shall be deemed "limited rights data", as those terms are defined in FAR 52.227-14 of the Code of Federal Regulations.
4. **Shipping and Handling and Taxes** – The prices shown are F.O.B. manufacturer's plant or AVI's office depending on where items are located when direction is issued to ship to the point of integration. The Customer, in accordance with AVI's current shipping and billing practices, will pay all destination charges. In addition to the prices on this Agreement, the Customer agrees to pay amounts equal to any sales tax invoiced by AVI, or (where applicable) any use or personal property taxes resulting from this Agreement or any activities hereunder. Customer will defend, indemnify and hold harmless AVI against any claims by any tax authority for all unpaid taxes or for any sales tax exemption claimed by Customer.
5. **Title** – Where applicable, title to the Equipment passes to the Customer on the earlier of: (a) the date of shipment from AVI to Customer, or (b) the date on which AVI transmits its invoice to Customer.
6. **Security Interest** – In addition to any mechanics' lien rights, the Customer, for value received, hereby grants to AVI a security interest under the Minnesota commercial code together with the a security interest under the law(s) of the state(s) in which work is performed or equipment is delivered. This security interest shall extend to all Equipment, plus any additions and replacements of such Equipment, and all accessories, parts and connecting Equipment now or hereafter affixed thereto. This security interest will be satisfied by payment in full unless otherwise provided for in an installment payment agreement. The security interest shall be security for all sums owed by Customer under this Agreement. A copy of this Agreement may be filed as a financing statement with the appropriate authority at any time after signature of the Customer. Such filing does not constitute acceptance of this Agreement by AVI
7. **Risk of Loss or Damage** – Notwithstanding Customer's payment of the purchase price for Equipment, all risk of loss or damage shall transfer from AVI to Customer upon transfer of Title to Customer. Customer shall be responsible for securing insurance on Equipment from this point forward.
8. **Receiving/Integration** – Unless the Agreement expressly includes integration services by AVI, the Customer agrees to furnish all services required for receiving, unpacking and placing Equipment in the desired location along with integration. Packaging materials shall be the property of the Customer.
9. **Equipment Warranties** – To the extent AVI receives any warranties from a manufacturer on Equipment; it will pass them through to Customer to the full extent permitted by the terms of each warranty. Factory warranties vary by manufacturer, and no additional warranties are expressed or implied.
10. **General Warranties** – Each Party represents and warrants to the other that: (i) it has full right, power and authority to enter into and fully perform its obligations under this Agreement, including without limitation the right to bind any party it purports to bind to this Agreement; (ii) the execution, delivery and performance of this Agreement by that Party does not conflict with any other agreement to which it is a Party or by which it is bound, and (iii) it will comply with all applicable laws in its discharge of its obligations under this Agreement. AVI warrants, for a period of 90 days from Substantial Completion, the systems integration to be free from defects in workmanship. CUSTOMER WARRANTS THAT IT HAS NOT RELIED ON ANY



INFORMATION OR REPRESENTATION PROVIDED BY OR ON BEHALF OF AVI WHICH IS NOT EXPRESSLY INCLUDED IN THESE GENERAL TERMS AND CONDITIONS OR THE RETAIL SALES AGREEMENT. EXCEPT AS EXPRESSLY SET FORTH HEREIN. AVI DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES WITH REGARD TO THE EQUIPMENT, MATERIALS AND SERVICES PROVIDED BY AVI, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON INFRINGEMENT AND TITLE.

**11. Indemnification** – Customer shall defend, indemnify and hold harmless AVI against all damages, claims, liabilities, losses and other expenses, including without limitation reasonable attorneys' fees and costs, (whether or not a lawsuit or other proceeding is commenced), that arise in whole or in part from: (a) any negligent act or omission of Customer, its agents, or subcontractors, (b) Customer's failure to fully conform to all laws, ordinances, rules and regulations which affect the Agreement, or (c) Customer's breach of this Agreement. If Customer fails to promptly indemnify and defend such claims and/or pay AVI's expenses, as provided above, AVI shall have the right to defend itself, and in that case, Customer shall reimburse AVI for all of its reasonable attorneys' fees, costs and damages incurred in settling or defending such claims within thirty (30) days of each of AVI's written requests. AVI shall indemnify and hold harmless Customer against all damages, claims, liabilities, losses and other expenses, including without limitation reasonable attorneys' fees and costs, (whether or not a lawsuit or other proceeding is commenced), to the extent that the same is finally determined to be the result of (a) any grossly negligence or willful misconduct of AVI, its agents, or subcontractors, (b) AVI's failure to fully conform to any material law, ordinance, rule or regulation which affects the Agreement, or (c) AVI's uncured material breach of this Agreement.

**12. Remedies** – Upon default as provided herein, AVI shall have all the rights and remedies of a secured party under the Minnesota commercial code and under any other applicable laws. Any requirements of reasonable notice by AVI to Customer, or to any guarantors or sureties of Customer shall be met if such notice is mailed, postage prepaid, to the address of the party to be notified shown on the first page of this Agreement (or to such other mailing address as that party later furnishes in writing to AVI) at least ten calendar days before the time of the event or contemplated action by AVI set forth in said notice. The rights and remedies herein conferred upon AVI, shall be cumulative and not alternative and shall be in addition to and not in substitution of or in derogation of rights and remedies conferred by the Minnesota commercial code and other applicable laws.

**13. Limitation of Remedies for Equipment** – AVI's entire liability and the Customer's sole and exclusive remedy in all situations involving performance or nonperformance of Equipment furnished under this Agreement, shall be the adjustment or repair of the Equipment or replacement of its parts by AVI, or, at AVI option, replacement of the Equipment.

**14. Limitation on Liability** – EXCEPT IN CIRCUMSTANCES INVOLVING ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, THE TOTAL LIABILITY OF A AVI UNDER THIS AGREEMENT FOR ANY CAUSE SHALL NOT EXCEED (EITHER FOR ANY SINGLE LOSS OR ALL LOSSES IN THE AGGREGATE) THE NET AMOUNT ACTUALLY PAID BY CUSTOMER TO AVI UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE DATE ON WHICH AVI'S LIABILITY FOR THE FIRST SUCH LOSS FIRST AROSE.

**15. No Consequential Damages** – AVI SHALL NOT HAVE ANY LIABILITY TO CUSTOMER OR TO ANY OTHER PERSON OR ORGANIZATION FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES OF ANY DESCRIPTION (INCLUDING WITHOUT LIMITATION LOST PROFITS OR LOSS OR INTERRUPTION OF BUSINESS), WHETHER BASED ON CONTRACT, NEGLIGENCE, TORT, OR ANY OTHER LEGAL THEORY, REGARDLESS OF WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND IRRESPECTIVE OF THE NUMBER OR NATURE OF CLAIMS.

**16. Acceleration of Obligations and Default** – Payment in full for all "Equipment," which is defined as all goods identified in the section of the Agreement with the same title, as well for any and all other amounts due to AVI shall be due within the terms of the Agreement. Upon the occurrence of any event of default by Customer, AVI may, at its option, with or without notice, declare the whole unpaid balance of any obligation secured by this Agreement immediately due and payable and may declare Customer to be in default under this Agreement.

**17. Choice of Law, Venue and Attorney's Fees** – This Agreement shall be governed by the laws of the State of Minnesota in the United States of America without reference to or use of any conflicts of laws provisions therein. For the purpose of resolving conflicts related to or arising out of this Agreement, the Parties expressly agree that venue shall be in the State of Minnesota in the United States of America only, and, in addition, the Parties hereby consent to the exclusive jurisdiction of the federal and state courts located in Hennepin County, Minnesota in the United States of America and waive any right to assert in any such proceeding that Customer is not subject to the jurisdiction of such court or that the venue of such proceeding is improper or an inconvenient forum. The Parties specifically disclaim application (i) of the United Nations Convention on the International Sale of Goods, 1980, and (ii) of Article 2 of the Uniform Commercial Code as codified. In the event AVI must take action to enforce its rights under the Agreement, the court shall award AVI the attorney's fees it incurred to enforce its rights under this Agreement.

**18. General** – Headings are for reference purposes only and shall not affect the meaning or interpretation of this Agreement. The Parties acknowledge and agree that the Agreement has been negotiated by the Parties and that each had the opportunity to consult with its respective counsel, and shall be interpreted fairly in accordance with its terms and without any strict construction in favor of or against either Party based on draftsmanship of the Agreement. This Agreement is not assignable by Customer without the prior written consent of AVI. Any attempt by Customer to assign any of the rights, duties, or obligations of this Agreement without such consent is void. AVI reserves the right to assign this Agreement to other parties in order to fulfill all warranties and obligations expressed herein, or upon the sale of all or substantially all of AVI's assets or business. This Agreement can only be modified by a written agreement duly signed by persons authorized to sign agreements on behalf of the Customer and of AVI, and variance from the terms and conditions of the Agreement in any order or other written notification from the Customer will be of no effect. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. AVI is not responsible for any delay in, or failure to, fulfill its obligations under this Agreement due to causes such as natural disaster, war, emergency conditions, labor strike, acts of terrorism, the substantial inoperability of the Internet, the inability to obtain supplies, or any other reason or any other cause or condition beyond AVI's reasonable control. Except as otherwise stated in the Agreement, AVI is not obliged to provide any services hereunder for Equipment located outside the United States or Puerto Rico. Scheduled completion dates are subject to change based on material shortages caused by shortages in cable and materials that are industry wide.

**19. Confidentiality.** The term “Confidential Information” shall mean the inventions, trade secrets, computer software in both object and source code, algorithms, documentation, know how, technology, ideas, and all other business, customer, technical, and financial information owned by AVI or the Customer, which is designated as confidential, or communicated in such a manner or under such circumstances as would reasonably enable a person or organization to ascertain its confidential nature. All the Confidential Information of a party to this Agreement shall be maintained in confidence by the other party, and neither party shall, during the term of this Agreement or for a period of three (3) years subsequent to the termination of this Agreement, divulge to any person or organization, or use in any manner whatsoever, directly or indirectly, for any reason whatsoever, any of the Confidential Information of the other party without receiving the prior written consent of the other party. AVI and the Customer shall take such actions as may be reasonably necessary to ensure that its employees and agents are bound by the provisions of this Section, which actions shall, as may be reasonably requested by either party, include the execution of written confidentiality agreements with the employees and agents of the other party. The provisions of this Section shall not have application to any information that (i) becomes lawfully available to the public; (ii) is received without restriction from another person or organization lawfully in possession of such information; (iii) was rightfully in the possession of a party without restriction prior to its disclosure; or (iv) is independently developed by a party or its employees or agents without access to the other party’s similar information.

**20. Nonsolicitation -** To the extent permitted by applicable law, during the term of this Agreement and for a period of one (1) year after the termination this Agreement, each Party agrees that it shall not knowingly solicit or attempt to solicit any of the other Party’s executive employees or employees who are key to such Party’s performance of its obligations under this Agreement (“Covered Employees”). Notwithstanding the foregoing, nothing herein shall prevent either Party from hiring as an employee any person who responds to an advertisement for employment placed in the ordinary course of business by that Party and/or who initiates contact with that party without any direct solicitation of that person by that Party or its agents.

**21. Price Quotations and Time to Install –** AVI often installs systems at the end of a construction project. The price quoted contemplates that AVI shall have access to the location for the time shown for AVI to complete its work after the work of all other contractors is substantially complete which means, generally, all other trades are no longer generating dust in the location, and final carpeting/flooring is installed (the “Prepared Area”) Failure to give AVI access to the Prepared Area for the amount of time shown for the installation may result in increased installation costs, typically in a manner proportionate to the reduction of time given to AVI to complete its work compared to the original schedule.

**22. Price Quotations –** Unless otherwise specified, all prices quoted reflect a discount for a cash payment (i.e., check, wire transfer) made by Customer in full within the terms of each invoice. Payment in other forms, including credit card, p-card, or other non-cash payments shall be subject to a convenience above the cash price. Please speak to your AVI representative if you have any questions in this regard.

The Board of Education of the \_\_\_\_\_, met in regular session at \_\_\_\_\_  
o'clock p.m. on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. The meeting was held in the  
\_\_\_\_\_, with the following Board members present:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ moved the adoption of the following resolution:

\_\_\_\_\_ (Organization Name)

**RESOLUTION NO. \_\_\_\_\_**

**AUTHORIZING MEMBERSHIP IN THE OHIO PURCHASING COUNCIL OF GOVERNMENTS**

**WHEREAS**, Chapter 167 of the Ohio Revised Code permits various governmental entities to form a regional council of governments to, among other things, address problems common to members of the regional council of governments; and

**WHEREAS**, the purpose of The Ohio Purchasing Council (the "COG") is, among others, to undertake such functions and duties as are permitted by Chapter 167 of the Ohio Revised Code, and the statutory and legal authorities of its members; and

**WHEREAS**, this purpose is pursued through the combined efforts of the members of the COG; and

**WHEREAS**, the Board of Education may more effectively and efficiently provide necessary programs and services by becoming a member of the COG.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of the Education that:

**Section 1.** The Board hereby authorizes its President or Treasurer to join The Ohio Purchasing Council.

**Section 2.** This Board hereby finds and determines that all formal actions relative to the adoption of this resolution were taken in an open meeting of this Board; and that all deliberations of this Board and of its committees, if any, which resulted in formal action, were taken in meetings open to the public, in full compliance with applicable legal requirements, including Section 121.22 of the Ohio Revised Code.

**Section 3.** This Resolution shall be in full force and effect from and immediately after its adoption.

\_\_\_\_\_ seconded the motion that the above resolution be adopted.

Upon roll call and the adoption of the Resolution, the vote was as follows:

Yeas:

Nays:

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_ (signed)

\_\_\_\_\_ (print), Treasurer

**CERTIFICATE**

The undersigned hereby certifies that the foregoing is a true and correct copy of a Resolution adopted at a meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, together with a true and correct extract from the minutes of said meeting to the extent pertinent to consideration and adoption of said Resolution.

\_\_\_\_\_ (signed)

\_\_\_\_\_ (print), Treasurer