

**FAIRFIELD TOWNSHIP  
RESOLUTION NO. 25-78**

**RESOLUTION AUTHORIZING THE TOWNSHIP ADMINISTRATOR TO SIGN AN AGREEMENT WITH COMMUNITY DESIGN ALLIANCE (CDA) TO PROVIDE ARCHITECTURAL/ENGINEERING SERVICES FOR THE REPAIRS FROM WATER DAMAGE AND MECHANICAL SYSTEM UPGRADES AT FIRE STATION 211 IN THE AMOUNT OF \$153,000.00 PAID FROM THE GENERAL FUND 1000 and TIF FUND 2906.**

**WHEREAS:** Fairfield Township intends to enter into an agreement with a contractor to remediate water damage and make certain mechanical upgrades to Fire Station 211 located at 6048 Morris Road; and

**WHEREAS:** It will be necessary to retain a firm to provide construction drawings and engineering services with respect to the necessary repairs and upgrades proposed at the Fire Station; and

**WHEREAS:** The Board of Trustees of Fairfield Township have received a fee proposal from Community Design Alliance (CDA) to provide architectural and engineering services including preparing an RFP for Design-Build services which is attached hereto as Exhibit "A"; and

**WHEREAS:** The Board of Trustees of Fairfield Township wish to employ CDA to provide the services set forth in Exhibit "A".

**NOW, THEREFORE, BE IT RESOLVED,** by the Board of Trustees of Fairfield Township, Butler County, Ohio, as follows;

**SECTION 1:** The Board of Trustees hereby approves the fee schedule of Community Design Alliance, 236 High Street, Hamilton, Ohio 45011, attached as Exhibit "A" and authorizes the Township Administrator to execute the contract.

**SECTION 2:** The Fiscal Officer is authorized to make the payment of funds to CDA in an amount not to exceed \$153,000.00 and shall be paid from the General Fund #1000 and the TIF Fund #2906.

**SECTION 3:** The Board hereby dispenses with the requirement that this resolution be read on two separate days, pursuant to RC 504.10, and authorizes the adoption of this resolution upon its first reading.

**SECTION 4** This resolution is the subject of the general authority granted to the Board of Trustees through the Ohio Revised Code and not the specific authority granted to the Board of Trustees through the status as a Limited Home Rule Township.

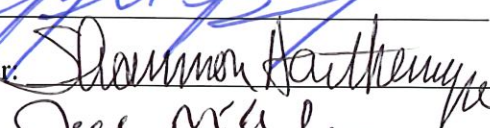
**SECTION 5:** That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code.

**SECTION 6:** This resolution shall take effect at the earliest period allowed by law.

**Adopted: May 13, 2025**

**Board of Trustees**

Michael Berding: 

Shannon Hartkemeyer: 

Joe McAbee: 

**Vote of Trustees**

yes

yes

yes

**AUTHENTICATION**

This is to certify that this is a resolution which was duly passed and filed with the Fairfield Township Fiscal Officer this 13th day of may, 2025.

**ATTEST:**

  
Shelly Schultz, Fairfield Township Fiscal Officer

**APPROVED AS TO FORM:**

  
Katherine Barbieri, Township Law Director

## Kimberly Lapensee

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**From:** Cindy Dingeldein <cindy@cdalliance.net>  
**Sent:** Friday, April 25, 2025 4:33 PM  
**To:** Kimberly Lapensee; Berter, Ryan; Chuck Goins  
**Cc:** Mike Dingeldein; Amy Hucke  
**Subject:** CDA Proposal for Fire Station 211  
**Attachments:** FFTwnsp Firestation Prop 4.25.25.pdf

Kim, Chuck and Chief Berter,

Please see attached proposal for our services for the Fire Station 211. Please let us know if there are any questions before the Trustees meeting on Tuesday. Thank you for this opportunity.

Have a nice weekend.

Cindy Dingeldein, ILDA, LEED-AP

Community Design Alliance  
236 High St.  
Hamilton, OH 45011  
513-275-1743 Direct Line  
513-275-1740 Office  
513-607-9860 Cell  
cindy@cdalliance.net



APRIL 21, 2025

**Fairfield Township Trustees**

Chief Ryan Berter

Kimberly Lapensee, Fairfield Township Administrator

Chuck Goines, Fairfield Township Assistant Administrator / Zoning Administrator

6032 Morris Rd.

Hamilton, OH 45011

**Re: Fairfield Township Fire Station 211**

Dear Trustees, Chief Berter, Kimberly and Chuck,

Thank you for the opportunity to continue to provide design services for the renovation of Fire Station 211. We look forward to a Design Build partnership with HGC Construction on this project and we will also be continuing to work with EBS for MEP Engineering and Pinnacle Structural Engineering to complete our team. Those fees are listed below under our umbrella of services.

Based on our Renovation/Addition/New Construction Cost Study dated February 11, 2025, you have decided to pursue Option II which includes a new roof design, water damage remediation and renovation of the living quarters. The proposed budget for that work as listed in the study was \$2,837,456.00, but we now understand that you will not be including new furniture and with other value engineering efforts and minor scope reduction as discussed last week at your meeting, hope to keep the base budget between \$2M-\$2.5M with added Design Alternates to be included for consideration.

The scope will include:

- Investigate the locations of the water infiltration.
- Put design strategies in place to remedy the water infiltration.
- Remove flooring and replace with polished concrete.
- New roof design including reframing and clerestory windows.
- Roof replacement at Apparatus Bays.
- Replace all ACT ceilings.
- Replace all windows and doors including Apparatus Bays.
- Fire alarm and Communication System upgrade.
- Analyze Mechanical Systems and upgrade if the ROI is substantial.

Alternates:

Kitchen renovation with appliance package.  
Apparatus Bay floor resurfacing.

## **PROPOSAL FOR DESIGN SERVICES**

### **Phase 1: Schematic Design – COMPLETED**

### **Phase 2: Design Development and Construction Documents for Permit**

#### **Description of Services:**

- Option II Schematic Design per Study dated 2.11.25 will be the basis of design.
- Create Design Development plans based on scope described above.
- Two revisions to Design Development plans.
- Collaborate on budget with HGC and Township.
- Sign off on Design Development plan before Construction Documents begin.
- Provide permit ready Construction Documents and Specifications for Design Build by HCG.
- Revisions to Construction Documents per comments by Building Department as needed.
- Design Alternates as described in scope above are included.
- Plans shall include basic kitchen design, but not detailed kitchen cabinet layouts and specs.
- Coordination with HGC and Township as needed throughout duration of project.
- Structural Engineering by Pinnacle is included.
- MEP Engineering services by EBS are included.
- Construction Administration is included.
- No Civil Engineering is included.

#### **Compensation**

<i>CDA Architectural Services.....</i>	<i>\$ 110,050.00</i>
<i>EBS Mechanical/Electrical/Plumbing Engineering Services.....</i>	<i>\$ 22,950.00</i>
<i>Pinnacle Structural Engineering Services.....</i>	<i>\$ 20,000.00</i>
<b><i>TOTAL FEE.....</i></b>	<b><i>\$ 153,000.00</i></b>

#### **Compensation for Additional Services**

Additional Professional Services not covered in above phase description may be provided on an hourly basis, per the attached Rate Schedule. No additional services will be undertaken without additional written authorization of the Client.

If you have any questions, please feel free to call our office at 513-275-1740 or my cell at 513-607-8732.

Sincerely,



**Mike Dingeldein, AIA, LEED-AP, CNU-A**

Owner, Community Design Alliance

513-607-8732 cell

mike@cdalliance.net

### **AUTHORIZATION**

If this Agreement meets with your approval, please sign, and return one copy.

### **Approved for Client – Phase 2: Design Development & Construction Documents**

Signature: 

Date: 5.14.25

### **Approved for CDA**

Signature:



Date: April 21, 2025



## Schedule of Hourly Rates and Charges

For Project Related Services

January 1, 2025

### Hourly Rates for Community Design Alliance

Partners of CDA.....	\$150.00/hour
Project Manager.....	\$120.00/hour
Support Staff.....	\$90.00/hour

### Reimbursable Expenses

Community Design Alliance bills for these charges at the invoice amount plus a markup of ten percent (10%) for handling and carrying costs. Items such as printing and reproduction, permits, renderings, photography, travel, mileage (if outside Butler County), rental and other such expenses incurred as part of the performance of the agreed upon services are included. Upon request, a list of anticipated items will be reviewed in advance for approval by the customer.

### Services of Consultants and Others

Charges of consultants and others engaged by Community Design Alliance as independent contractors will be billed at invoice amount plus ten percent (10%). These may include engineers, designers, construction managers, surveyors, and other specialists not employed by Community Design Alliance.



## **TERMS AND CONDITIONS**

### **Fees**

The fee for service is described above in this Proposal and does not include any fees associated with permit applications or permit expediting fees for agencies having jurisdiction. Reimbursable expenses shall be invoiced with a mark-up of 10% as described on the attached Rate Sheet.

### **Billings / Payments**

No professional services will commence until this agreement has been signed by the Client. Invoices for services and reimbursable expenses shall be on a monthly basis or upon completion of the service.

### **Standard of Care**

In providing services under this Agreement, CDA will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by member of the same profession currently practicing under similar circumstances. CDA will perform its services as expeditiously as is consistent with professional skill and care and the orderly progress of services. Regardless of any other term or condition of this Agreement, CDA makes no express or limited warranty of any sort. All warranties, including warranty of merchantability or warranty of fitness for a particular purpose are expressly disclaimed.

### **Cooperation**

The Client and CDA agree to at all times cooperate fully, and to proceed on the basis of

trust and good faith. The Client shall perform its responsibilities, obligations, and services in a manner to facilitate CDA's timely and efficient performance, and in order to ensure CDA's knowledge and understanding in all material respects so as to not to delay, interfere with or affect CDA's delivery, standard of care or performance of the services as described above.

### **Consequential Damages**

Notwithstanding any other provision to the contrary, and to the fullest extent permitted by law, neither the Client nor CDA shall be liable to the other for any incidental, indirect or consequential damages arising out of or connected in any way to this Agreement.

### **Existing Conditions**

Where CDA services involve an existing facility, building or site, a condition is hidden if concealed by existing finishes or is not readily obvious by visual observation. The Client agrees that CDA shall not be responsible for the existence or the impact of hidden or concealed existing conditions or any resulting damages or losses resulting therefrom. It is also understood that the discovery of hidden or concealed existing conditions may, in some circumstances, impact the fee as described above which will then be mutually negotiated by both parties.

### **Hazardous Material / Mold**

The Client agrees that CDA shall have no responsibility for the discovery, presence, handling, removal, disposal, or exposure of persons to hazardous material of any form, including mold.

### **Risk Allocation**

In recognition of the relative risks and benefits of the scope of this Agreement to both the Client and CDA, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of CDA

and his or her sub-consultants to the Client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses for many cause or causes, so that the total aggregate liability of CDA and his or her sub-consultants shall not exceed CDA's total fee for consulting services provided under this Agreement.

#### **Termination of Services**

This Agreement may be terminated upon 10 days written notice by either party should the other fail to perform their obligations here under. In the event of termination, the Client shall pay CDA for all services rendered to the date of termination, and all reimbursable expenses.

#### **Ownership of Documents**

All documents produced by CDA under this Agreement, including electronic files, shall remain the property of CDA until all invoices for services have been paid in full. Any use or reuse of any documents prepared by CDA for future work without CDA's participation shall be at the sole risk of the Client who, to the extent permitted by the law, shall defend and hold CDA and its sub-consultants harmless from any and all claims and/or damages arising therefrom. Electronic files cannot be relied upon because of changes or errors induced by translation, transmission, or alteration while under the control of others. Use of information contained in the electronic files is at the user's sole risk and without liability to CDA and its consultants.

#### **Dispute Resolution**

This Agreement is to be governed by and construed in accordance with the laws of the address of the Client, without regard to its conflict of law principles. Any action brought under this Agreement shall be brought only in a court of competent jurisdiction that presides where the client is located. The party's consent

to the exclusive jurisdiction of such courts, agree to accept service of process by mail, and hereby waive any jurisdictional or venue defenses otherwise available to them.

#### **Relationship of the Parties**

All service provided by CDA is for the sole use and benefit of the Client. Nothing in this Agreement shall create a contractual relationship without a cause of action in favor of a third party against either the Client or CDA.

#### **Compliance with Laws**

CDA represents that it is in compliance with all applicable equal employment opportunity requirements under law as required by applicable state or federal laws. CDA represents that it is familiar with applicable ethics law requirements and is in compliance with such regulations.

#### **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.