

## Finance Committee Agenda for 8-19-2021 2:30-4pm

1. Minutes from June meeting
2. Audio/Visual Preferred Provider (update by ASM)
3. July financials – CFA (EXHIBIT A)
4. Proposed 2021 Budget Discussion
5. Design Services Contract (EXHIBIT B)
6. Milliken/Titan proposal for carpet (EXHIBIT C)
7. Other items as determined by members

# EXHIBIT A

3:11 PM

08/12/21

**Montgomery County Convention Facilities Authority**  
**Reconciliation Summary**  
**Key Bank Convention Center, Period Ending 07/31/2021**

	<u>Jul 31, 21</u>
Beginning Balance	129,941.61
Cleared Transactions	
Checks and Payments - 54 items	-141,428.69
Deposits and Credits - 13 items	107,127.40
Total Cleared Transactions	<u>-34,301.29</u>
Cleared Balance	<u>95,640.32</u>
Uncleared Transactions	
Checks and Payments - 2 items	-1,685.40
Total Uncleared Transactions	<u>-1,685.40</u>
Register Balance as of 07/31/2021	<u>93,954.92</u>
Ending Balance	<u>93,954.92</u>

3:11 PM

08/12/21

**Montgomery County Convention Facilities Authority**  
**Reconciliation Detail**  
**Key Bank Convention Center, Period Ending 07/31/2021**

Type	Date	Num	Name	Clr	Amount	Balance
<b>Beginning Balance</b>						129,941.61
<b>Cleared Transactions</b>						
<b>Checks and Payments - 54 items</b>						
Check	6/4/2021	1029	Eventbooking.com	X	-16,687.50	-16,687.50
Check	7/2/2021	1079	ASM	X	-28,000.00	-44,687.50
Check	7/2/2021	1074	Professional Cleani...	X	-9,837.25	-54,524.75
Check	7/2/2021	1072	Moonlight Security I...	X	-6,162.60	-60,687.35
Check	7/2/2021	1069	Kellii Donahoe	X	-2,008.32	-62,695.67
Check	7/2/2021	1063	Constellation	X	-1,153.35	-63,849.02
Check	7/2/2021	1061	C-3 Group	X	-1,017.90	-64,866.92
Check	7/2/2021	1067	Harborlink Network ...	X	-775.00	-65,641.92
Check	7/2/2021	1080	Stafftech	X	-745.29	-66,387.21
Check	7/2/2021	1075	Progressive Printers	X	-732.00	-67,119.21
Check	7/2/2021	1071	Mark Ceccio	X	-618.24	-67,737.45
Check	7/2/2021	1077	Rumpke	X	-586.79	-68,324.24
Check	7/2/2021	1058	Aryes Staffing	X	-455.00	-68,779.24
Check	7/2/2021	1068	Insight	X	-404.63	-69,183.87
Check	7/2/2021	1078	Shiver Security Sys...	X	-368.82	-69,552.69
Check	7/2/2021	1060	Brinks	X	-352.24	-69,904.93
Check	7/2/2021	1081	The Plant Trolley	X	-348.00	-70,252.93
Check	7/2/2021	1059	Best	X	-316.00	-70,568.93
Check	7/2/2021	1070	Markey's Audio Vis...	X	-300.08	-70,869.01
Check	7/2/2021	1066	Express Employme...	X	-274.54	-71,143.55
Check	7/2/2021	1073	Concenta	X	-231.00	-71,374.55
Check	7/2/2021	1076	Roby Supply	X	-222.30	-71,596.85
Check	7/2/2021	1062	Centerpoint Energy	X	-220.49	-71,817.34
Check	7/2/2021	1064	Dave Montgomery	X	-154.53	-71,971.87
Check	7/2/2021	1055	A-1 Able Pest Doct...	X	-99.00	-72,070.87
Check	7/2/2021	1065	Digital Fringe	X	-97.74	-72,168.61
Check	7/2/2021	1056	ADP	X	-85.79	-72,254.40
Check	7/2/2021	debit	PAyarc	X	-15.00	-72,269.40
Check	7/6/2021	debit	State of Ohio	X	-844.63	-73,114.03
Check	7/6/2021	debit	Food and Beverage...	X	-96.76	-73,210.79
Check	7/6/2021	debit	PAyarc	X	-0.74	-73,211.53
Check	7/8/2021	debit	Payroll	X	-16,951.44	-90,162.97
Check	7/8/2021	debit	PAyarc	X	-0.28	-90,163.25
Check	7/12/2021	debit	AES Power	X	-5,280.19	-95,443.44
Check	7/12/2021	debit	PAyarc	X	-0.26	-95,443.70
Check	7/15/2021	debit	Marsh USA	X	-3,941.00	-99,384.70
Check	7/15/2021	1087	Edward De La Garza	X	-3,000.00	-102,384.70
Check	7/15/2021	1086	Edward De La Garza	X	-830.40	-103,215.10
Check	7/19/2021	1089	Air Force One	X	-6,982.00	-110,197.10
Check	7/19/2021	1100	Professional Cleani...	X	-5,018.00	-115,215.10
Check	7/19/2021	1102	Sysco	X	-3,973.20	-119,188.30
Check	7/19/2021	1101	Roby Supply	X	-1,521.65	-120,709.95
Check	7/19/2021	1091	Aryes Staffing	X	-1,260.35	-121,970.30
Check	7/19/2021	1098	Moonlight Security I...	X	-1,057.20	-123,027.50
Check	7/19/2021	1092	Best	X	-668.88	-123,696.38
Check	7/19/2021	1099	Oregon Printing Co...	X	-619.75	-124,316.13
Check	7/19/2021	1097	LGC Associates	X	-599.58	-124,915.71
Check	7/19/2021	1096	Insight	X	-448.38	-125,364.09
Check	7/19/2021	1094	Centerpoint Energy	X	-169.41	-125,533.50
Check	7/19/2021	1093	Brinks	X	-83.24	-125,616.74
Check	7/19/2021	1095	Commerical Parts &...	X	-51.00	-125,667.74
Check	7/19/2021	1090	Aqua Falls	X	-45.82	-125,713.56
Check	7/19/2021	debit	PAyarc	X	-0.26	-125,713.82
Check	7/22/2021	debit	Payroll	X	-15,714.87	-141,428.69
<b>Total Checks and Payments</b>					<b>-141,428.69</b>	<b>-141,428.69</b>





KeyBank  
P.O. Box 93885  
Cleveland, OH 44101-5885

**Public Sector Statement**  
**July 31, 2021**  
**page 1 of 3**

359681617023

43 T 908 00000 R EM T1  
MONTGOMERY COUNTY CONVENTION  
FACILITIES AUTHORITY  
DAYTON CC OPERATING ACCOUNT  
ONE CHAMBER PLAZA  
STE. A  
DAYTON OH 45402-2426

*Questions or comments?*  
Call our Key Business Resource Center  
1-888-KEY4BIZ (1-888-539-4249)

Public Transaction [REDACTED]  
MONTGOMERY COUNTY CONVENTION  
FACILITIES AUTHORITY  
DAYTON CC OPERATING ACCOUNT

Beginning balance 6-30-21	\$129,941.61
12 Additions	+107,127.40
56 Subtractions	-141,428.69
<b>Ending balance 7-31-21</b>	<b>\$95,640.32</b>

**Additions**

Deposits	Date	Serial #	Source	
	7-7		Deposit Branch 0447 Ohio	✓ \$409.15
	7-12		Payarc Tp Res Rel	✓ 725.97
	7-13		Customer Deposit <i>Ren</i>	✓ 6,504.75
	7-19		Payarc Tp Res Rel	✓ 5,772.48
	7-20		Customer Deposit	✓ 65,365.28
	7-21		Payarc Tp Res Rel	✓ 6,900.27
	7-26		Merchant Bankcd Deposit 498334039886	✓ 3,982.00
	7-26		Payarc Tp Res Rel	✓ 3,000.00
	7-27		Customer Deposit	✓ 7,515.00
	7-27		Customer Deposit	✓ 2,565.00
	7-27		Merchant Bankcd Deposit 498334039886	✓ 1,758.00

Transfers	Date	Serial #	Source	
	7-7		Trf Fr DL [REDACTED] 0101	\$2,629.50 ✓
<b>Total additions</b>				<b>\$107,127.40</b>

**Subtractions**

Paper Checks \* check missing from sequence

Check	Date	Amount	Check	Date	Amount	Check	Date	Amount
✓ 1029	7-6	\$16,687.50	✓ 1059	7-13	316.00	✓ 1063	7-13	1,153.35
✓ 1055	7-9	99.00	✓ 1060	7-26	352.24	✓ 1064	7-19	154.53
✓ 1056	7-9	85.79	✓ 1061	7-13	1,017.90	✓ 1065	7-14	97.74
✓ 1058	7-13	455.00	✓ 1062	7-15	220.49	✓ 1066	7-15	274.54

## Subtractions

(con't)

### Paper Checks

\* check missing from sequence

Check	Date	Amount	Check	Date	Amount	Check	Date	Amount
<del>1067</del>	7-12	775.00	<del>1078</del>	7-9	368.82	<del>1093</del>	7-26	83.24
<del>1068</del>	7-12	404.63	<del>1079</del>	7-14	28,000.00	<del>1094</del>	7-28	169.41
<del>1069</del>	7-12	2,008.32	<del>1080</del>	7-9	745.29	<del>1095</del>	7-22	51.00
<del>1070</del>	7-16	300.08	<del>1081</del>	7-20	348.00	<del>1096</del>	7-23	448.38
<del>1071</del>	7-9	618.24	<del>1086</del>	7-27	830.40	<del>1097</del>	7-23	599.58
<del>1072</del>	7-12	6,162.60	<del>1087</del>	7-27	3,000.00	<del>1098</del>	7-28	1,057.20
<del>1073</del>	7-19	231.00	<del>1089</del>	7-22	6,982.00	<del>1099</del>	7-30	619.75
<del>1074</del>	7-19	9,837.25	<del>1090</del>	7-22	45.82	<del>1100</del>	7-26	5,018.00
<del>1075</del>	7-9	732.00	<del>1091</del>	7-26	1,260.35	<del>1101</del>	7-22	1,521.65
<del>1076</del>	7-9	222.30	<del>1092</del>	7-23	668.88	1102	7-22	3,973.20
<del>1077</del>	7-16	586.79						

Paper Checks Paid

\$98,583.26

Withdrawals	Date	Serial #	Location	
	7-2		Payarc Merch Fees	\$15.00 ✓
	7-6		8013Ohio-Taxosutoh Salestx	844.63 ✓
	7-6		Merchant Bankcd Deposit 498334039886	96.76 ✓
	7-6		Payarc Ppm Fees S	0.74 ✓
	7-8		Adp Wage Pay Wage Pay 653076276148A7B	12,271.35 ✓
	7-8		Adp Tax Adp Tax 70A7B 070927A01	4,680.09 ✓
	7-8		Payarc Cr CD Dep	0.28 ✓
	7-12		Aes Ohio Aes Ohio	5,280.19 ✓
	7-12		Payarc Cr CD Dep	0.26 ✓
	7-15		Marsh USA Inc Cof Debit	3,941.00 ✓
	7-19		Payarc Cr CD Dep	0.26 ✓
	7-22		Adp Wage Pay Wage Pay 935018782374A7B	11,369.54 ✓
	7-22		Adp Tax Adp Tax 70A7B 072329A01	4,345.33 ✓
Total subtractions				\$141,428.69

### Fees and charges

See your Account Analysis statement for details.

1082  
1083  
1084 voided

## DAYTON CONVENTION CENTER

Check run 7/2/21

<u>VENDOR</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>	<u>INVOICE #</u>	
A-1 Able Pest Doctors	Monthly service	99.00	620935	✓1055
ADP	background checks	58.99	2848873-06-2021	✓1056
ADP	back ground check on Jennifer Lukacs	26.80	1241059-05-2021	✓1056
Aryes Staffing	set up for Turn it up Dance event	254.80	11098	✓1058
Aryes Staffing	changeover labor for Julie Palmer event	200.20	11112	✓1058
Best	Security for Hardrock MMA event	316.00	676319	✓1059
Brinks	May armored car service	114.86	11593292	✓1060
Brinks	June armored car service	237.38	11594418	✓1060
C-3 Group	May website hosting	603.95	6024	✓1061
C-3 Group	June website hosting	128.95	6064	✓1061
C-3 Group	additional web support	285.00	6068	✓1061
CenterPoint Energy	Gas for period 5/1/21 - 6/1/21	220.49		✓1062
Constellation	gas for period April & May	1,153.35	3219550	✓1063
Dave Montgomery	reimbursement for purchase of Fans for an event	154.53		✓1064
Digital Fringe Inc	concessions menus	97.74	67193	✓1065
Express Employment	F&B labor for MMA event	274.54	25638900	✓1066
HarborLink	June remote monitoring & phone support	525.00	057262-5681	✓1067
HarborLink	Internet for MMA event	250.00	057262-5682	✓1067
Insight	Hardware service agreement	142.71	919456646	✓1068
Insight	Lenovo Premier extended service agreement	261.92	919476024	✓1068
Kelli Donahoe	media posts, office supplies and meals	943.72		✓1069
Kelli Donahoe	signage, office supplies, beverages for MMA, Fedex and r	1,064.60		✓1069
Markey's	A/V for AAU Gymnastics event	31.92	14200004228	✓1070
Markey's	A/V for Julie Palmer event	268.16	14200004252	✓1070
Mark Ceccio	Food for MCCFA's Board Meeting	618.24		✓1071
Moonlight Security	security services 6/3-9 and NPC event	1,625.45	8814	✓1072
Moonlight Security	security services for 5/27-6/2	1,585.80	8790	✓1072
Moonlight Security	security services 6/10-16 and Vicky Jo Dance event	1,594.61	8844	✓1072
Moonlight Security	security services for 6/17 - 6/23	1,356.74	8866	✓1072
Concentra	drug screening on new employees	154.00	903504250	✓1073
Concentra	drug screening on new employee	77.00	903523111	✓1073
Professional Cleaning Services	Janitorial cleaning week ending 5/30 & 6/6 and for NPC J	4,758.75	735	✓1074
Professional Cleaning Services	Janitorial cleaning week ending 6/13 & 6/20 and for Vick	5,078.50	740	✓1074
Progressive Printers	window decals	260.00	58270	✓1075
Progressive Printers	ASM Global Banners	472.00	58261	✓1075
Roby Supply	Toliet tissue	222.30	20396	✓1076
Rumpke	Trash removal	586.79	3421533 & 3421534	✓1077
Shiver Security Systems	Burglar & Fire alarm services for 7/1/21 - 9/30/21	368.82	733884	✓1078
ASM Global	management fees for April, May and June	28,000.00	122622	✓1079
Stafftech	set up labor for AAU event	745.29	1399	✓1080
The Plant Trolley	July lease of plants & containers	348.00	51082	✓1081

Check Run Total

\$ 55,566.90

## DAYTON CONVENTION CENTER

Check run 7/15/21

<u>VENDOR</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>	<u>W-9</u>
Bruce Donato	Reimbursement of Airfare and per diem	685.40	received 1084
Bruce Donato	F&B Services for Wright Dialogue event	1,800.00	received 1085
Edward De La Garza	Reimbursement of Airfare and per diem	830.40	received 1086
Edward De La Garza	F&B Services for Wright Dialogue event	3,000.00	received 1087

Check Run Total

\$ 6,315.80

DAYTON CONVENTION CENTER  
Check run 7/19/21

<u>VENDOR</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>	<u>INVOICE #</u>	
Air Force One	HVAC June billing	6,982.00	C10548	✓ 1089
Aqua Falls	water for office	45.82	277920	✓ 1090
Aryes Staffing	Set up labor for Beyond the Stars AAU	509.60	11033	✓ 1091
Aryes Staffing	Set up labor for VIP Dance	750.75	11051	✓ 1091
Best	Security for NPC Julie Palmer event & for period 6/26 -7/2	668.88	678318	✓ 1092
Brinks	June armored car service	83.24	4133607	✓ 1093
CenterPoint Energy	Gas for period 6/1/21 - 7/1/21	169.41		✓ 1094
Commerical Parts & Service	Kitchen repair	51.00	INV292873	✓ 1095
Insight	Team License Sub 6/21 - 3/22	448.38	919578626	✓ 1096
LGC Associates	temp F&B workers for MMA event	264.78	64002620	✓ 1097
LGC Associates	temp F&B workers for MMA event	334.80	6400261	✓ 1097
Moonlight Security	security services 6/24-30 and MMA event	1,057.20	8894	✓ 1098
Oregon Printing Communications	Business cards & name badges	366.71	70109	✓ 1099
Oregon Printing Communications	Envelopes window and regular	253.04	70225	✓ 1099
Professional Cleaning Services	Janitorial cleaning week ending 6/27 & 7/4 and for MMA event	5,018.00	745	✓ 1100
Roby Supply	Janitorial supplies	355.15	19815	✓ 1101
Roby Supply	Janitorial supplies	1,166.50	19886	✓ 1101
Sysco	F&B for MMA event	3,812.42	219823856	✓ 1102
Sysco	F&B supplies	138.37	219781685	✓ 1102
Sysco	F&B supplies	22.41	219777643	✓ 1102
Check Run Total		\$ 22,498.46		

10:37 AM

08/12/21

**Montgomery County Convention Facilities Authority**  
**Reconciliation Summary**  
**Key Bank Operating, Period Ending 07/31/2021**

	<u>Jul 31, 21</u>
Beginning Balance	823,066.17
Cleared Transactions	
Checks and Payments - 39 items	-263,488.37
Deposits and Credits - 15 items	397,742.15
Total Cleared Transactions	<u>134,253.78</u>
Cleared Balance	<u><u>957,319.95</u></u>
Uncleared Transactions	
Checks and Payments - 8 items	-20,374.15
Total Uncleared Transactions	<u>-20,374.15</u>
Register Balance as of 07/31/2021	<u><u>936,945.80</u></u>
Ending Balance	936,945.80

10:37 AM

08/12/21

# Montgomery County Convention Facilities Authority

## Reconciliation Detail

Key Bank Operating, Period Ending 07/31/2021

Type	Date	Num	Name	Clr	Amount	Balance
<b>Beginning Balance</b>						823,066.17
<b>Cleared Transactions</b>						
<b>Checks and Payments - 39 items</b>						
Check	6/16/2021	1086	Kelly Smith	X	-76.04	-76.04
Check	7/1/2021	1111	Elements IV Interiors	X	-49,728.00	-49,804.04
Check	7/1/2021	1106	Air Force One	X	-38,232.11	-88,036.15
Check	7/1/2021	1110	Oracle Elevator	X	-24,938.00	-112,974.15
Check	7/1/2021	1105	Maxim Roofing	X	-24,500.00	-137,474.15
Check	7/1/2021	debit	Cincinnati Insurance	X	-21,260.00	-158,734.15
Check	7/1/2021	1095	Southtown Mechanical	X	-11,722.77	-170,456.92
Check	7/1/2021	1102	The Painting Contra...	X	-5,650.00	-176,106.92
Check	7/1/2021	1107	Bricker and Eckler	X	-5,255.06	-181,361.98
Check	7/1/2021	1112	Montgomery County	X	-5,242.02	-186,604.00
Check	7/1/2021	1096	NCR Corporation	X	-3,733.17	-190,337.17
Check	7/1/2021	1109	Ohio PERS	X	-3,092.30	-193,429.47
Check	7/1/2021	1099	Peck Heating AC & ...	X	-3,090.00	-196,519.47
Check	7/1/2021	1097	Modern Office Meth...	X	-2,790.00	-199,309.47
Check	7/1/2021	1098	Miami Industrial Tru...	X	-2,437.40	-201,746.87
Check	7/1/2021	1113	Fraunfelter Account...	X	-2,000.00	-203,746.87
Check	7/1/2021	1094	Commerical Parts &...	X	-1,910.17	-205,657.04
Check	7/1/2021	1103	LWC Incorporated	X	-1,727.20	-207,384.24
Check	7/1/2021	1093	Modern Entrance S...	X	-678.00	-208,062.24
Check	7/1/2021	1104	Jerry Mays Locksmi...	X	-266.00	-208,328.24
Check	7/1/2021	1108	SMG - DCC	X	-176.00	-208,504.24
Check	7/1/2021	1101	Grainger	X	-148.94	-208,653.18
Check	7/1/2021	1100	Digital Fringe	X	-104.60	-208,757.78
Transfer	7/7/2021			X	-2,629.50	-211,387.28
Check	7/7/2021	debit	ACCE	X	-262.09	-211,649.37
Check	7/9/2021	7-9-21	Payroll	X	-5,465.08	-217,114.45
Check	7/12/2021	1118	Maxim Roofing	X	-9,795.00	-226,909.45
Check	7/12/2021	1115	Conventional Wisdom	X	-8,111.65	-235,021.10
Check	7/12/2021	1116	CBTS	X	-1,358.87	-236,379.97
Check	7/12/2021	1114	CBD Advisors	X	-1,000.00	-237,379.97
Check	7/12/2021	1117	The Garland Co.	X	-1,000.00	-238,379.97
Check	7/12/2021	debit	Ohio Deferred Comp	X	-400.00	-238,779.97
Check	7/13/2021			X	-481.19	-239,261.16
Check	7/23/2021	7-23-21	Payroll	X	-5,158.37	-244,419.53
Check	7/26/2021	debit	Ohio Deferred Comp	X	-400.00	-244,819.53
Check	7/27/2021	1127	The Painting Contra...	X	-10,500.00	-255,319.53
Check	7/27/2021	debit	CFA - 026 Dayton F...	X	-7,858.50	-263,178.03
Check	7/29/2021	debit	ACCE	X	-262.09	-263,440.12
Check	7/30/2021	debit	Forte	X	-48.25	-263,488.37
Total Checks and Payments					-263,488.37	-263,488.37
<b>Deposits and Credits - 15 items</b>						
Deposit	7/1/2021			X	4,699.86	4,699.86
Deposit	7/6/2021			X	4,049.21	8,749.07
Deposit	7/6/2021			X	71,261.93	80,011.00
Deposit	7/8/2021			X	11,829.81	91,840.81
Deposit	7/9/2021			X	79,524.34	171,365.15
Deposit	7/12/2021			X	21,257.42	192,622.57
Deposit	7/16/2021			X	20,742.00	213,364.57
Deposit	7/19/2021			X	29,393.28	242,757.85
Deposit	7/20/2021			X	6,265.41	249,023.26
Deposit	7/21/2021			X	21,728.62	270,751.88
Deposit	7/22/2021			X	15,906.51	286,658.39
Deposit	7/23/2021			X	6,967.49	293,625.88
Deposit	7/28/2021			X	4,242.47	297,868.35
Deposit	7/29/2021			X	91,231.94	389,100.29
Deposit	7/30/2021			X	8,641.86	397,742.15
Total Deposits and Credits					397,742.15	397,742.15
Total Cleared Transactions					134,253.78	134,253.78
Cleared Balance					134,253.78	957,319.95



KeyBank  
P.O. Box 93885  
Cleveland, OH 44101-5885

**Public Sector Statement**  
**July 31, 2021**  
**page 1 of 3**

359681593729

28 T 908 00000 R EM T1  
MONTGOMERY COUNTY CONVENTION  
FACILITIES AUTHORITY  
ONE CHAMBER PLAZA  
STE. A  
DAYTON OH 45402-2426

*Questions or comments?*  
Call our Key Business Resource Center  
1-888-KEY4BIZ (1-888-539-4249)

Public Transaction [REDACTED]  
MONTGOMERY COUNTY CONVENTION  
FACILITIES AUTHORITY

Beginning balance 6-30-21	\$823,066.17
16 Additions	+397,742.15
42 Subtractions	-263,007.18
Net fees and charges	-481.19
<b>Ending balance 7-31-21</b>	<b>\$957,319.95</b>

**Additions**

Deposits	Date	Serial #	Source	
	7-1		Forte 271859	\$4,444.45
	7-2		Forte 271859	255.41
	7-6		Forte 271859	4,049.21
	7-7		Deposit Branch 0447 Ohio	71,261.93
	7-8		Forte 271859	11,829.81
	7-9		Cityofdayton5323Cash Disb Quarterly Lodging Tax	79,524.34
	7-13		Customer Deposit	21,257.42
	7-16		Forte 271859	20,742.00
	7-19		Deposit Branch 0448 Ohio	29,393.28
	7-20		Forte 271859	6,265.41
	7-21		Forte 271859	21,728.62
	7-22		Forte 271859	15,906.51
	7-23		Forte 271859	6,967.49
	7-28		Forte 271859	4,242.47
	7-29		Deposit Branch 0656 Ohio	91,231.94
	7-30		Forte 271859	8,641.86
<b>Total additions</b>				<b>\$397,742.15</b>

**Subtractions**

Paper Checks

\* check missing from sequence

Check	Date	Amount	Check	Date	Amount	Check	Date	Amount
1086	7-6	\$76.04	1093	7-6	678.00	1094	7-6	1,910.17



**MCCFA Budget versus Actual - YTD 2021 through July\***

		Revised Budget 2021	Jan-July* Actual 2021	Variance 2021
<b>Revenues</b>				
City of Dayton Hotel Tax Contribution (1)		231,456	79,524	(151,932)
MCCFA Lodging Tax 3% (2)		1,227,859	830,684	(397,175)
Food and Beverage		524,850	33,850	(491,000)
Direct Costs		(220,437)	(22,859)	197,578
Pepsi Contributions		333	2,629	2,296
Pepsi Support Funds		15,000	15,000	-
Audio Visual		91,205	-	(91,205)
Direct Costs			(1,643)	(1,643)
Events/Rental Income*		161,695	156,141	(5,554)
Direct Costs		(27,080)	-	27,080
<b>DCC Leases</b>		<b>70,389</b>	<b>29,968</b>	<b>(40,421)</b>
Management Company Donation		500,000	500,000	-
Other		62,492	2	(62,490)
<b>Total Revenues</b>		<b>2,637,762</b>	<b>1,623,296</b>	<b>(1,014,466)</b>
<b>Expenses</b>				
Salary includes Assistant to ED		192,000	98,524	93,476
Retirement		41,300	19,892	21,408
Medicare		2,784	1,200	1,584
Other Benefits		6,336	1,221	5,115
Office Related				-
Laptop		3,500	2,386	1,114
Supplies/COVID		13,000	4,931	8,069
Dues		10,000	619	9,381
Conferences and travel		10,000	1,214	8,786
<b>Furniture</b>			<b>60,062</b>	<b>(60,062)</b>
Website		5,000	2,500	2,500
<b>Misc Convention Center items</b>			<b>4,272</b>	<b>(4,272)</b>
Professional Services				-
Legal		90,000	55,259	34,741
Accounting		25,000	10,675	14,325
Hotel Tax Collection Expenses		15,640	15,182	458
Promotional Services/Advertising		25,000	-	25,000
Payroll and Bank Fees		5,000	2,768	2,232
<b>Architectural Design</b>			<b>26,284</b>	<b>(26,284)</b>
<b>Other - CBD Advisors</b>			<b>3,000</b>	<b>(3,000)</b>
<b>Other- Energy Audit/Plants</b>			<b>1,600</b>	<b>(1,600)</b>
Other - AV Services		5,000	2,411	2,589
Other - Facility Cleaning		5,000	3,968	1,032
<b>Other - VM/Bev Selection assistance</b>			<b>8,859</b>	<b>(8,859)</b>
Insurance				-
Directors and Officials		2,800		2,800
General Liability		85,275	42,521	42,754
Bonds		1,500		1,500
Additional coverages		3,000		3,000
Convention Center Operation*				
<b>CFA Expenses DM/Repairs</b>			<b>412,313</b>	<b>(412,313)</b>
ASM Costs: Wages and Benefits		573,495	69,207	504,288
Total Budget Utilities		23,380	36,097	(12,717)
\$1,259,821 Repairs and Maintenance		106,444	36,748	69,696
YTD Expenses Contracted Services		104,700	61,377	43,323
\$311,004 Other		302,680	79,575	223,105
ASM VM Food/Beverage		68,582		68,582
ASM VM Base		80,000	28,000	52,000
City of Dayton Debt				-
Energy Conservation QCB				-
Principal		120,000		120,000
Interest		30,627		30,627
Special Assessment		65,000		65,000
Contingency		50,000		50,000
<b>Total Expenses</b>		<b>2,072,043</b>	<b>1,092,665</b>	<b>979,378</b>
<b>Net Change</b>		<b>565,719</b>	<b>530,631</b>	<b>(35,088)</b>

\* The information for the convention center includes payments and deposits from the bank statements as the ASM financials aren't available for July.

# EXHIBIT B

# LWC+LMN

To: Pam Plageman  
From: John Fabelo  
Subject: DRAFT Contract Summary  
Date: 7/22/21

The attached AIA B-102 DRAFT contract is being submitted to the Montgomery County Convention Facilities Authority (MCCFA) to provide design services for future projects at the Dayton Convention Center. The sequencing and phasing of capital improvements will be established following the completion of the master plan.

This particular contract was selected since our work will include multiple projects and specific scopes have yet to be determined. The term is for three years from the date of commencement of architectural services.

LWC+LMN is proposing a base fee schedule (Exhibit A), excluding FF&E and any specialty consultants, based on the following construction budgets:

up to \$7 million	9.5%	7.5% design/construction documents 2% construction administration
\$7 million and above	8.5%	5.5% design/construction documents 3% construction administration

Each project will be completed through the Professional Design Phase Services (Exhibit B). We intend to incorporate the same consultants, as needed, that are being proposed for the master plan.

Please let me know if you have any questions. Thank you for your consideration.

# AIA® Document B102™ – 2017

## Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services

AGREEMENT made as of the 22nd day of July in the year 2021  
(In words, indicate day, month and year.)

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

Montgomery County Convention Facilities Authority (MCCFA)  
Dayton Convention Center (DCC)  
22 East Fifth Street  
Dayton, Ohio 45402

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

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

LWC Incorporated  
434 E. First Street Dayton, Ohio 45402  
Telephone Number: 937.223.6500  
Fax Number: 937.461.2934

for the following (hereinafter referred to as "the Project"):  
(Insert information related to types of services, location, facilities, or other descriptive information as appropriate.)

### PHASE I PROJECTS

Phase I Projects to be determined following completion of Masterplan.

The Owner and Architect agree as follows.

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

## TABLE OF ARTICLES

- 1 ARCHITECT'S RESPONSIBILITIES
- 2 OWNER'S RESPONSIBILITIES
- 3 COPYRIGHTS AND LICENSES
- 4 CLAIMS AND DISPUTES
- 5 TERMINATION OR SUSPENSION
- 6 COMPENSATION
- 7 MISCELLANEOUS PROVISIONS
- 8 SPECIAL TERMS AND CONDITIONS
- 9 SCOPE OF THE AGREEMENT

### ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

§ 1.1 The Architect shall provide the following professional services:

*(Describe the scope of the Architect's services or identify an exhibit or scope of services document setting forth the Architect's services and incorporated into this document in Section 9.2.)*

Architectural, Mechanical, Electrical, Plumbing, Civil Engineering, Interior Design, and Structural Engineering services are part of the base fee % of construction costs.

Architectural, Mechanical Engineering, Electrical Engineering, Plumbing, Civil Engineering, Interior Design, and Structural Engineering are part of the base fee % of construction costs. Please See Exhibit B: Fee Schedule (attached).

The LWC Incorporated team will provide the professional services outlined in Exhibit C: Professional Design Phase Services (attached).

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

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

§ 1.3 The Architect identifies the following representative authorized to act on behalf of the Architect with respect to the Project.

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

John Fabelo, AIA  
Principal

Bear Monita  
Principal

LWC Incorporated  
434 E. First Street



Dayton, Ohio 45402

937-223-6500

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

§ 1.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 6.2.3.

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

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

§ 1.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 1.5.1 and 1.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 1.5.4 Workers' Compensation at statutory limits.

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

§ 1.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million Dollars (\$ 2,000,000.00 ) per claim and Two Million Dollars (\$ 2,000,000.00 ) in the aggregate.

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

The Montgomery County Convention Facilities Authority shall be named as an additional insured thereunder. The certificates will name MCCFA as the holder of the certificate of insurance listing the required coverages and as an additional insured with a waiver of subrogation and hold the MCCFA harmless on the Comprehensive General Liability, Automobile Liability; umbrella or excess policies. Not less than ten (10) days prior to the commencement of this Agreement, Provider shall deliver to MCCFA certificates of insurance evidencing the existence thereof, all in such form as MCCFA may reasonably require. Each such policy or certificate shall contain a valid provision or endorsement stating, "This policy will not be canceled or materially changed or altered without first giving thirty (30) days' written notice thereof to the Montgomery County Convention Facilities Authority, 22 East 5th Street, Dayton, Ohio 45402." If any of the insurance policies covered by the foregoing certificates of insurance will expire prior to the expiration of this Agreement, Provider shall deliver to MCCFA at least thirty (30) days prior to such expiration, a certificate of insurance evidencing the renewal of such policy or policies.



§ 1.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 1.5.

## ARTICLE 2 OWNER'S RESPONSIBILITIES

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

§ 2.2 The Owner identifies the following representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.  
(List name, address, and other contact information.)

Pam Plageman  
Executive Director  
MCCFA/Dayton Convention Center  
22 East Fifth Street  
Dayton, Ohio 45402

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

§ 2.4 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.

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

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

## ARTICLE 3 COPYRIGHTS AND LICENSES

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

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

§ 3.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for the purposes of evaluating, constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 5 and Article 6. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 5.4, the license granted in this Section 3.3 shall terminate.



§ 3.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 3.3.1. The terms of this Section 3.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 5.4.

§ 3.4 Except for the licenses granted in this Article 3, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 3.5 Except as otherwise stated in Section 3.3, the provisions of this Article 3 shall survive the termination of this Agreement.

#### ARTICLE 4 CLAIMS AND DISPUTES

##### § 4.1 General

§ 4.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 4.1.1.

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

§ 4.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 5.7.

##### § 4.2 Mediation

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

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

§ 4.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.



§ 4.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 4.2, the method of binding dispute resolution shall be the following:  
(Check the appropriate box.)

☐ Arbitration pursuant to Section 4.3 of this Agreement

☐ Litigation in a court of competent jurisdiction

☐ Other (Specify)

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

#### § 4.3 Arbitration

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

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

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

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

#### § 4.3.4 Consolidation or Joinder

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

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

§ 4.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 4.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 4.4 The provisions of this Article 4 shall survive the termination of this Agreement.



## ARTICLE 5 TERMINATION OR SUSPENSION

§ 5.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give ~~seven-thirty (30)~~ days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

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

§ 5.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than ~~seven-thirty (30)~~ days' written notice.

§ 5.4 Either party may terminate this Agreement upon not less than ~~seven-thirty (30)~~ days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 5.5 The Owner may terminate this Agreement upon not less than ~~seven-thirty (30)~~ days' written notice to the Architect for the Owner's convenience and without cause.

§ 5.6 If the Owner terminates this Agreement for its convenience pursuant to Section 5.5, or the Architect terminates this Agreement pursuant to Section 5.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 5.7 In addition to any amounts paid under Section 5.6, if the Owner terminates this Agreement for its convenience pursuant to Section 5.5, or the Architect terminates this Agreement pursuant to Section 5.3, the Owner shall pay to the Architect the following fees:  
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

Not Applicable

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

Not Applicable

§ 5.8 Except as otherwise expressly provided herein, this Agreement shall terminate  
(Check the appropriate box.)

☒ ~~One year~~ X Three (3) years from the date of commencement of the Architect's services

☐ One year from the date of Substantial Completion

☐ Other

(Insert another termination date or refer to a termination provision in an attached document or scope of service.)



If the Owner and Architect do not select a termination date, this Agreement shall terminate one year from the date of commencement of the Architect's services.

§ 5.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 3 and Section 5.7.

## ARTICLE 6 COMPENSATION

§ 6.1 The Owner shall compensate the Architect as set forth below for services described in Section 1.1, or in the attached exhibit or scope document incorporated into this Agreement in Section 9.2.

*(Insert amount of, or basis for, compensation or indicate the exhibit or scope document in which compensation is provided for.)*

Fees are outlined per Exhibit B

### § 6.2 Compensation for Reimbursable Expenses

§ 6.2.1 Reimbursable Expenses are in addition to compensation set forth in Section 6.1 and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as authorized by MCCFA's pre-approval. Additionally, all reimbursable items must be accompanied with a receipt for submission.

Reimbursable expenses are as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- ~~.5 Postage, handling and delivery;~~
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- ~~.7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;~~
- ~~.8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;~~
- ~~.9 All taxes levied on professional services and on reimbursable expenses;~~
- ~~.10 .7 Site office expenses;~~
- ~~.11 .8 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and~~
- ~~.12 Other similar Project-related expenditures.~~ .9 Other similar Project-related expenditures, as authorized by the MCCFA by pre-approval.

§ 6.2.2 For Reimbursable Expenses ~~Expenses~~, the compensation shall be the expenses incurred by the Architect and the Architect's consultants ~~plus percent ( ) of the expenses incurred consultants, plus Five percent ( 5.00 )~~ for services or reimbursable items that require management by the architects. Other reimbursable expenses will not be marked-up.

§ 6.2.3 Architect's Insurance. If the types and limits of coverage required in Section 1.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

*(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 1.5, and for which the Owner shall reimburse the Architect.)*

### § 6.3 Payments to the Architect

#### § 6.3.1 Initial Payments

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



### § 6.3.2 Progress Payments

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

Prime Rate, plus 1.00 %

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

§ 6.3.2.3 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

### ARTICLE 7 MISCELLANEOUS PROVISIONS

§ 7.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 4.3.

§ 7.2 Except as separately defined herein, terms in this Agreement shall have the same meaning as those in AIA Document A201™–2017, General Conditions of the Contract for Construction.

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

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

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

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

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

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

§ 7.8 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. ~~materials with prior written approval by the MCCFA.~~



The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 7.8 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 5.4.

**§ 7.9** If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 7.9.1. This Section 7.9 shall survive the termination of this Agreement.

**§ 7.9.1** The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 7.9.

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

Provider is not subject to a finding for recovery under Section 9.24, Ohio Revised Code, or that the Provider has taken the appropriate remedial steps required under Section 9.24, Ohio Revised Code, or otherwise qualifies under this section.

Provider is familiar with all applicable ethics law requirements, including without limitation Ohio Revised Code Sections 102.04 and 3517.13, and certifies that it is in compliance with such requirements.

Provider agrees:

That in the hiring of employees for the performance of Work under this Agreement or in any subcontract, neither the Provider, subcontractor, nor any person acting on behalf of either of them, shall by reason of race, creed, sex, handicap, or color, discriminate against any citizen of the state in the employment of labor or workers who are qualified and available to perform the Work to which the employment relates.

That neither the Provider, subcontractor, nor any person acting on behalf of either of them, shall, in any manner, discriminate against or intimidate any employee hired for the performance of Work under this Agreement on account of race, creed, sex, handicap, or color.

That there shall be deducted from the amount payable to Provider by MCCFA, under this agreement a forfeiture of twenty-five dollars (\$25.00) as required by Ohio Revised Code Section 153.60 for each person who is discriminated against or intimidated in violation of this Agreement.

That this Agreement may be canceled or terminated by MCCFA and all money to become due hereunder may be forfeited for a second or subsequent violation of the terms of this section of this Agreement.

The Provider acknowledges that MCCFA is entering this Agreement in reliance on the Provider's abilities to perform its services under this Agreement on a timely **ARTICLE** basis.

## **ARTICLE 8 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Agreement are as follows:  
(Include other terms and conditions applicable to this Agreement.)



## ARTICLE 9 SCOPE OF THE AGREEMENT

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

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

- .1 AIA Document B102™–2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:  
(Insert the date of the E203–2013 incorporated into this Agreement.)

- .3 Exhibits:  
(Check the appropriate box for any exhibits incorporated into this Agreement.)

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

☒ Other Exhibits incorporated into this Agreement:  
(Clearly identify any other exhibits incorporated into this Agreement.)

Exhibit A: Fee

Exhibit B: Professional Design Phase Services

- .4 Other documents:  
(List other documents, including the Architect's scope of services document, hereby incorporated into the Agreement.)

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

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

Pam Plageman, Executive Director  
(Printed Printed name and title)

\_\_\_\_\_  
ARCHITECT (Signature)

John Fabelo, AIA Principal  
(Printed name, title, and license number, if required)  
required

## CERTIFICATE OF AVAILABLE FUNDS (ORC Section 5705.41)

The undersigned Fiscal Officer of the Board of County Commissioners, hereby certifies that the amount required to meet the obligations under the contract, obligation, or expenditure for the services described in the preceding Agreement  
has been lawfully appropriated for the purpose, and is in the treasury or in process of collection to the credit of an appropriate fund, free from any outstanding obligation or encumbrance.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Fiscal Officer

# **Exhibits: A & B**

## EXHIBIT A: BASE FEE SCHEDULE

LWC Incorporated

Project: Montgomery County Convention Facilities Authority/Dayton Convention Center

Project Value	Fee For Design & Documentation	Fee for Bidding & Construction Administration
Up to \$7 Million	7.50%	2.00%
\$7 Million and above	5.50%	3.00%

\*Note: The above services do not include FF&E or specialty consultants, such as signage, food service, landscaping, environmental services, or other speciality consultants not typically included in base services/specialized estimating.



**EXHIBIT B: Professional Design Phase Services**  
**Montgomery County Convention Facilities Authority/Dayton Convention Center**

**Professional Design Phase Services**

**Schematic Design Phase Services**

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

The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project.

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

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

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

The Architect shall submit to the Owner an estimate of the Cost of the Work.

**Design Development Phase Services**

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

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

**Construction Documents Phase Services**

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

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

## **EXHIBIT B: Professional Design Phase Services**

### **Montgomery County Convention Facilities Authority/Dayton Convention Center**

During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms.

The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work.

#### **Bidding and Negotiation Services**

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

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

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

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

The Architect shall assist the Owner in obtaining proposals by:

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

#### **Construction Phase Services**

The Architect shall provide administration of the Contract between the Owner and the Contractor.

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

#### **Evaluations of the Work**

The Architect shall visit the site at intervals appropriate to the stage of construction.

#### **Certificates for Payment to Contractor**

The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts.

## EXHIBIT B: Professional Design Phase Services

### Montgomery County Convention Facilities Authority/Dayton Convention Center

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

#### **Submittals**

The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule.

The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility.

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

The above services do not include FF&E or specialty consultants, such as signage, food service, landscaping, environmental services, or other specialty consultants not typically included in base service/specialized estimating.

# EXHIBIT C



# Milliken Services, LLC

## Customer Proposal

### OMNIA PARTNERS Contract - 2020002150

OMNIA Member #:

MQ Number:

1021000921

Proposal Date: 7/9/2021

Project Name:	Dayton Convention Center 1st Flr Lobby	Milliken Sales Rep:	Jon Deibel
City, State, Zip:	Dayton, OH 45402	Primary Phone:	513-218-5718
Project Number:		Email:	jon.deibel@milliken.com
Seller (company):	Milliken Services, LLC	Project Manager:	Tammy Drake
Address:	201 W. Lukken Industrial Drive	Primary Phone:	706-880-5727
City, State, Zip:	LaGrange, GA 30240	Email:	tammy.drake@milliken.com
Customer (company):	Montgomery County Conv Facilities A	Contact Person:	Pam Plageman
Address:	22 E 5th St	Primary Phone:	
City, State, Zip:	Dayton OH 45402	Email:	pplageman@montgomerycountycfa.org
Bill To (company):	Montgomery County Conv Facilities A	Contact Person:	Pam Plageman
Address:	22 E 5th St	Primary Phone:	
City, State, Zip:	Dayton OH 45402	Email:	pplageman@montgomerycountycfa.org

Item	Qty	Unit of Measure	Unit Price	Total
Live Circuit, Current CUR266-119, Chroma with Energy	389.298	SY	\$ 26.02	\$ 10,129.53
Live Circuit, Current CUR266, Energy	133.354	SY	\$ 26.02	\$ 3,469.87
Obex Tile, Fizz Cut X	53.222	SY	\$ 68.21	\$ 3,630.27
Standard Carpet Tile Adhesive (order by pail)	5.000	4-gal. pail	\$ 129.94	\$ 649.70
Labor: Remove Existing Carpet	518.000	SY	\$ 2.93	\$ 1,517.74
Material Disposal	518.000	SY	\$ 1.00	\$ 518.00
Floor Prep	4,662.000	SF	\$ 0.63	\$ 2,937.06
Labor: Install Carpet (renovation)	565.000	SY	\$ 5.59	\$ 3,158.35
Proejct Management Fee	1.000	Each	\$ 1,763.05	\$ 1,763.05

**TOTAL**

**\$ 27,773.57**

**If there is a change in materials or scope of work, a new proposal must be issued by Milliken Services, LLC.**

**Any revisions made to this proposal will invalidate the proposal.**

**This proposal is valid for 30 days from the "Proposal Date" posted at the top of this form.**

**Prices are subject to change based on price increases or modifications if they fall during this timeframe.**

Special Conditions:

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Notes:

- 1) This quotation is based on preliminary drawings. If actual yardage requirements are different, the price may change.
- 2) Pricing for installation is subject to change based upon flooring conditions and preparation requirements. Refer to Special Conditions above (if applicable) for more information.
- 3) Unless stated otherwise in proposal, the following exclusions apply: Major floor prep and leveling; Hoisting; Handling electronic equipment (including but not limited to computers, telephones, and personal belongings); Payment and performance bonds; Floor and equipment protection; Long-term storage of materials; and asbestos identification, testing, and abatement. If materials are suspected to contain asbestos during work, all work will immediately stop and it is the sole responsibility of the customer to conduct testing and abatement.
- 4) Site Conditions: Area must be enclosed, a minimum of 65 degrees, and HVAC running for 72 hours prior to install. Area must be clear of equipment and materials from other trades. Subfloor must be structurally sound and suitable for specified flooring. Scheduling delays and site unprepared may result in additional costs.
- 5) Installation schedule to be agreed upon by the customer and Milliken. Disruptions or unplanned changes in owner's schedule may result in additional costs.
- 6) Taxes will be applied unless appropriate tax exempt documentation is received by the customer prior to invoicing.
- 7) Materials are billed separate from installation, subject to POD at ship-to.
- 8) Material prices include freight. Rates do not include special freight services unless specified in quote above.

All orders placed under Milliken's OMNIA Partners Contract are subject to  
Milliken's contracted terms and conditions with OMNIA Partners.

***Sign and return one copy of this agreement before any work begins. Keep one copy for your records.***

Seller's Representative

Signature: Tammy Drake  
Printed Name: Tammy Drake

Date: 7/9/2021  
Title: Project Manager

Customer's Representative

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_  
Title: \_\_\_\_\_

**ALL PURCHASE ORDERS MUST BE MADE OUT TO: Milliken Services, LLC**

**Signed proposal, a copy of your purchase order,  
and a tax exempt certificate should be emailed to:**

**tammy.drake@milliken.com**

If mailing, please send to:

Milliken Services, LLC  
Tammy Drake  
201 Lukken Industrial Drive, West  
LaGrange, Georgia 30240

706-880-5727