

RESOLUTION 20- 47, 2020
COLUMBIA TOWNSHIP, HAMILTON COUNTY, OHIO

ACCEPTING BID AND AWARDING CONTRACT TO RUMPKE OF OHIO INC. FOR \$899,996.40 FOR 2021-23 WASTE AND RECYCLABLE COLLECTION AND DISPOSAL SERVICES; AUTHORIZING THE ADMINISTRATOR TO ENTER INTO CONTRACT WITH RUMPKE OF OHIO, INC.

WHEREAS, the Board of Trustees previously requested independent contractors to submit bids for the collection, transfer, recycling, and disposal of solid wastes within the Township and the Township provided due notice of such bid request as required by law, pursuant to proof of notice on file in the Fiscal Officer's office, for the Columbia Township Waste and Recyclable Collection and Disposal Services, and

WHEREAS, Rumpke of Ohio, Inc., 10795 Hughes Road, Cincinnati, Ohio 45251 was the sole bidder;

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees of Columbia Township, Hamilton County, Ohio, that the bid of Rumpke of Ohio, Inc. is accepted upon the bidder's entering into a contract for January 1, 2021 through December 31, 2023 and giving bond in the sum of \$899,996.40 total for the three-year period with sureties, to the acceptance of the Trustees; and

RESOLVED, the Board of Trustees of Columbia Township authorizes the Administrator to enter into contract with Rumpke of Ohio, Incorporated in the amount of \$899,996.40.

Motion to accept Resolution made by: Mrs./Mr. Hughes

Seconded by: Mr./Mrs. Lamar

VOTE:

TRUSTEE

	Voting	Signature	Date
David Kubicki	<u>yes</u>	<u>[Signature]</u>	11/18/20
Brian Lamar	<u>yes</u>	<u>[Signature]</u>	11/18/20
Susan Hughes	<u>yes</u>	<u>[Signature]</u>	11/18/20
ATTEST:	<u>[Signature]</u>		11/18/20
Caroline Heekin, Fiscal Officer			

APPROVED as to form: _____
Township Legal Counsel

Passed this 18th day of November, 2020

CONTRACT
FOR WASTE AND RECYCLABLE COLLECTION AND DISPOSAL
IN COLUMBIA TOWNSHIP (HAMILTON CO.) OHIO

This Contract is between _____, hereinafter called "**Contractor**," and **Columbia Township**, 5686 Kenwood Rd, Cincinnati, OH 45227 (Hamilton County), hereinafter called "**Township**."

In consideration of their mutual promises and the benefits to be obtained by each, the parties agree as follows:

SECTION 1

Contractor shall be the exclusive provider of the services for the curbside collection of residential trash collection, curbside recycling collection for Township households and commercial establishments required under this contract. The Contractor shall therefore provide the necessary vehicles, materials, and personnel, and shall collect, transport, process and dispose of all garbage, trash, refuse, recyclables and other waste from all households, offices, businesses, industrial plants, and public facilities in the township, in a safe and sanitary manner, in accordance with all applicable federal, state and local laws and regulations. This Contract shall not be construed to require Contractor to accept for collection, collect, transport or dispose of any waste defined as hazardous or infectious waste by applicable Ohio or federal law or regulations.

Waste collection from all establishments will be limited to six (6), twenty-seven (27) gallon containers or no more than fifty (50) pounds in weight in each container.

The Contractor shall include in the collection of waste material all appliances and furniture, including but not limited to dishwashers, stoves, washers, dryers, televisions, sofas, chairs and other furniture, water heaters, and mattresses; all refrigerators and air conditioners with CFCs removed and certification sticker and necessary documentation attached; lumber and building materials cut down to 4 foot lengths; household debris of miscellaneous items when properly bagged, boxed, or contained; and in general, collection of everything that is set out at the curb for collection, except rocks, concrete, bricks or other masonry items, tires, and stationary tubs.

Contractor shall use a tag system to notify residents of any problems with items set out for collection (i.e. item or can too heavy, hazardous waste, etc.)

Recyclables collected shall include, at a minimum: aluminum, bi-metal and steel cans; aerosol cans; glass bottles and jars; all plastic bottles and jugs (regardless of plastic number); newspaper, magazines, and mixed paper; phone books, brown grocery bags, clean pizza boxes and cardboard. Additional recyclable items may be collected as approved by the Contractor.

Contractor shall furnish either one 18-gallon recycling bin or one 65-gallon recycling cart (if requested by household). Contractor shall send mailer to each household explaining the options and the requirements for obtaining and maintaining the 65-gallon cart. Contractor shall provide one (1) recycling container to each householder and commercial

**CONTRACT
FOR WASTE AND RECYCLABLE COLLECTION AND DISPOSAL
IN COLUMBIA TOWNSHIP (HAMILTON CO.) OHIO**

establishment. Collection from all businesses and industrial establishments are limited to one (1) container.

At the commencement of this Contract, the number of households and commercial establishments is estimated to be 1,670, on which basis the Contractor shall be paid the unit price by the Township.

Collection from each of the premises served shall be at least once weekly, on a regular schedule devised by Contractor and approved by the township trustees. Collection will be made on all holidays with the exception of New Year's Day and Christmas Day, on which collection will be made the following day, with a one (1) day schedule delay for the remainder of the week in which said holiday falls.

Contractor shall agree that if any premises or collections are missed, the Contractor shall return to make the pickup on that same regularly scheduled day or at the beginning of the next day's route.

Premises regularly generating large amounts of waste or garbage shall be visited as often as necessary to avoid unsightly or unsanitary accumulations or conditions, and the collection schedule shall reflect this requirement. Each collection shall consist of pickups by the Contractor no earlier than 7:00 a.m. and a finish time of no later than 7:00 p.m.

Contractor is responsible for immediately cleaning and remediating any strewn litter or garbage, pools of leachate, or other contaminants caused as a direct result of Contractor's operations.

SECTION 2

All waste materials collected by the Contractor shall be legally disposed at state licensed municipal solid waste landfills. The Contractor shall specify landfill locations and proof of applicable federal and state licensing for all facilities projected to be utilized during the Contract period.

SECTION 3

All materials collected through the curbside recycling program shall be marketed to a materials user for reprocessing and at no time shall recyclables be incinerated or disposed in a landfill without the prior written consent of the Township.

SECTION 4

No improper, abusive language or unacceptable, improper conduct shall at any time be exhibited to the public by the Contractor's employees. Such offender shall be immediately removed from the Township's route by the Contractor upon request by the Township.

SECTION 5

The Contractor agrees to comply with all federal and state statutes relating to liability and

**CONTRACT
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pollution insurance, Worker's Compensation, working hours, minimum wage, and provisions against discrimination throughout the life of the Contract.

SECTION 6

The Contractor shall furnish to the Township certificates from the Contractor's insurance companies, including the Ohio Industrial Commission, acceptable to the Township, proof that insurance has been issued to the Contractor, providing insurance as listed below. Such certificates shall state that the insurance companies will give the Contractor no less than thirty (30) days written notice prior to any cancellation or material change in such policies, which the Contractor shall notify the Township thirty (30) days prior to the same.

- A. The Contractor shall furnish two (2) unaltered copies of the official certificate of the Ohio Industrial Commission indicating that the premiums required under the Ohio Worker's Compensation Act have been paid. Copies shall be furnished to the Township at each renewal. If the Contractor is legally permitted and qualified to be a self-insurer, such self-insurer shall annually furnish proof of such status to the Township.
- B. The Contractor shall furnish two (2) copies of comprehensive general liability policy covering against bodily injury liability and property damage liability for no less than a combined single limit of \$1,000,000 per occurrence.
- C. The Contractor shall furnish two (2) copies covering umbrella excess liability insurance for no less than \$2,000,000 per occurrence for bodily injury and property damage.
- D. The Contractor shall furnish proof of a vehicle liability policy covering against bodily injury liability and property damage liability for no less than a combined single limit of \$1,000,000 per occurrence covering the exposures of owned vehicles, non-owned vehicles, and hired vehicles with the Township listed as an additional insured.
- E. The Contractor shall name the Township as an additional insured on their general liability and umbrella policy and a \$5,000,000 environmental policy and shall provide a certificate of insurance to that effect prior to the start of services for the Township.

SECTION 7

Contractor shall indemnify and hold harmless Columbia Township and any of its officers and agents against and from all actions or claims brought against the Township from actions based upon, connected with, or related to the operations, equipment, and/or conduct of the Contractor and/or their employees.

CONTRACT
FOR WASTE AND RECYCLABLE COLLECTION AND DISPOSAL
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Contractor shall be liable for any damage, injury (including death) or destruction based upon, connected with, or related to Contractor's personnel or equipment while performing services for the Township.

SECTION 8

The Township shall not be held responsible for any problems or liability associated with the transportation and disposal of waste collected in the Township. The disposal site used by the Contractor shall be and continue to be a licensed facility for the life of the contract.

SECTION 9

All vehicles used in the performance of this Contract shall be kept in good mechanical repair, appearance, and in sanitary conditions at all times.

SECTION 10

The Contractor shall have due regard for traffic safety and for the safety of persons and property on and off the roads.

SECTION 11

Contractor shall handle receptacles without abuse and return them to the location in which they were set. Receptacles shall not be left on the traveled portion of any road, nor in a driveway, nor in any position that may create a hazard.

SECTION 12

The Township's representative shall be given the name and phone number of a single appropriate person within the Contractor's employment with whom complaints can be aired and remedied.

SECTION 13

Contractor shall appoint, and name, to the Township, a project manager who will serve as the Township's direct point of contact for operational issues related to this program.

SECTION 14

Contractor shall submit information ensuring it is licensed and in good standing to conduct business in the State of Ohio.

SECTION 15

Contractor shall notify the Township, in writing, upon the occurrence of any of the following:

- Notice of Violation at the solid waste disposal facility chosen to comply with this Contract.
- Notice of Violation at material recovery facility chosen to comply with this Contract.
- Labor contract or strikes that will potentially affect this Contract.

SECTION 16

CONTRACT
FOR WASTE AND RECYCLABLE COLLECTION AND DISPOSAL
IN COLUMBIA TOWNSHIP (HAMILTON CO.) OHIO

Failure by the Contractor to provide reports necessary for the Township to receive recycling grant funding from Hamilton County will result in the Contractor providing a credit to the Township in an amount equal to the average of the last two grant payments received.

SECTION 17

Subject to the approval of the Township trustees, Contractor may impose reasonable regulations on receptacles to be used by the premises served, treatment of especially large items, or of particular kinds or abnormally large amounts of waste, placement of waste for collection, security from animals, special collections, and other matters as necessary to promote efficiency, safety and sanitation.

SECTION 18

The Contractor shall not assign this Contract, or any interest therein, except with the prior consent of the Township.

SECTION 19

The Contractor shall submit a monthly bill to the Township Clerk for compensation for the services provided herein, which shall not include any interest charge or late payment fee. The Township shall pay monthly to the Contractor for the performance of this Contract the amount set out and provided for in the Bid, appended thereto as Exhibit Contract A accepted and approved by resolution by the Columbia Township Board of Trustees on _____, 2020.

SECTION 20

The Contractor shall furnish the Township a copy of the Indemnification Bond fully indemnifying the Township from all damage suffered by failure to perform the Contract according to its terms.

SECTION 21

In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of (or if failure to perform the services is caused by) war, Acts of God, natural disaster (such as floods, earthquakes, tornadoes, hurricanes, windstorms high water table, unusually severe weather), fires, quarantine, labor disputes or strikes, explosion, shortage or failure in the supply of fuel, electric current or other public utility not caused by Contractor's actions, actions or decrees of government bodies not caused by Contractor's actions, or any other cause beyond the control of the parties (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately give notice to the other party. Upon receipt of notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, either party may terminate this Contract.

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FOR WASTE AND RECYCLABLE COLLECTION AND DISPOSAL
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SECTION 22

This Contract consists of the following component parts, all of which are fully a part of this Contract as if herein set out verbatim, or if not attached, as if hereto attached: Legal Notice, Bid Form and Addenda.

SECTION 23

This Contract shall take effect January 1, 2021 and expire December 31, 2023, with optional extensions for calendar years 2024 and 2025, unless sooner terminated, for any or no reason, by either party upon 60 days' written notice of termination to the other party.

SECTION 24

This Contract sets forth the entire agreement between the parties and supersedes any and all prior agreements or understandings between the parties hereto, whether oral or written. It also shall be interpreted, enforced, and governed by the laws of the State of Ohio. If, for any reason, any part(s) or language within any part(s) of this Agreement shall be deemed invalid or unenforceable, all remaining parts shall remain binding and in full force and effect. This Agreement shall only be modified in writing and signed by both parties. There are no third-party beneficiaries to this Contract.

CONTRACTOR: _____

COLUMBIA TOWNSHIP:

Signed: _____

Signed: _____
Melissa Taylor

Title: _____

Title: Township Administrator

Witness: _____

Witness: _____

Date: _____

Date: _____

Law Director for Columbia Township

Fiscal Officer _____
Caroline Heekin Date

Approved as to Form

GENERAL CONDITIONS - INFORMATION AND INSTRUCTIONS TO BIDDERS

SECTION 1

The objective and overall intent of this Contract is to offer the following to the residents, businesses, offices, industrial plants, and public facilities of Columbia Township:

- Quality curbside recycling and waste service;
- Timely, clean and efficient pick-up;
- Competitive prices;
- Compliance with local, state, and Federal laws;
- Accurate and timely reporting;
- Accountable and reliable services.

The following section covers general conditions, information, and instructions to the bidder.

The Contract to be awarded shall cover and/or include the following items:

- A. A period of three years from January 1, 2021 – December 31, 2023, optional year extension January 1, 2024 through December 31, 2024 and optional year extension January 1, 2025 through December 31, 2025, unless sooner terminated by either party upon 60 days written notice of termination to the other party.
- B. A bid price per unit for trash collection and curbside recycling collection with the Contractor agreeing to add all new or additional units at the same bid price per unit.
- C. Bid prices shall reflect all applicable Federal, State, Local, and Host Community fees.

SECTION 2 - Disqualification of Bids

Any one or more of the following causes, among others, may be considered sufficient to disqualify a bidder and/or to reject a bid proposal:

- Evidence of collusion
- Lack of competency as revealed by financial statements or experience
- Lack of responsibility as shown by past work, reference, or recent compliance history
- Default on any previous contract or failure to perform
- Non-responsive or incomplete bid

SECTION 3

A bid bond or certified check on a solvent bank payable to Columbia Township in the amount no less than ten percent (10%) of the consideration for the first year's service is required as a guarantee that the equipment and/or services will be supplied as specified if the bid is accepted. After the Contract is awarded, a performance bond shall be required in the amount of the first year's Contract, renewable annually.

SECTION 4

The Contractor agrees to comply with all Federal and State statutes relating to liability and pollution insurance, workers compensation, working hours, minimum wage, and provisions against discrimination throughout the life of the Contract.

SECTION 5 - Contractor's Insurance

The Contractor, upon award of the contract, shall furnish to the Township certificates from the contractor's insurance companies, including the Ohio Industrial Commission, acceptable to the Township, proof that insurance has been issued to the Contractor, providing insurance as listed below. Such certificates shall state that the insurance companies will give the Contractor no less than thirty (30) days written notice prior to any cancellation or material change in such policies, which the Contractor shall notify the Township thirty (30) days prior to the same.

- A. The Contractor shall furnish two (2) unaltered copies of the official certificate of the Ohio Industrial Commission indicating that the premiums required under the Ohio Worker's Compensation Act have been paid. Copies shall be furnished to the Township at each renewal. If the Contractor is legally permitted and qualified to be a self-insurer, such self-insurer shall annually furnish proof of such status to the Township.
- B. The Contractor shall furnish two (2) copies of comprehensive general liability policy covering against bodily injury liability and property damage liability for no less than a combined single limit of \$1,000,000 per occurrence.
- C. The Contractor shall furnish two (2) copies covering umbrella excess liability insurance for no less than \$2,000,000 per occurrence for bodily injury and property damage.
- D. The Contractor shall furnish proof of a vehicle liability policy covering against bodily injury liability and property damage liability for no less than a combined single limit of \$1,000,000 per occurrence covering the exposures of owned vehicles, non-owned vehicles, and hired vehicles with the Township listed as an additional insured.
- E. The Contractor shall name the Township as an additional insured on their general liability and umbrella policy and a \$5,000,000 environmental policy and shall provide a certificate of insurance to that effect prior to the start of services for the Township.

SECTION 6

Contractor shall submit a monthly bill to the Township Fiscal Officer for compensation for the services provided herein, which shall not include any interest charge or late payment fee. The Township shall pay monthly to the Contractor for the performance of this Contract the amount set out and provided for in the Bid.

SECTION 7

The Township reserves the right to terminate the Contract, upon sixty (60) days notice, if Contractor fails to perform the duties contained in these specifications or for any or no reason.

SECTION 8 - Evaluation

The Township will consider all components of a bidder's program and operation, in addition to pricing information, when evaluating bids.

GENERAL SPECIFICATIONS AND INFORMATION

SECTION 1

Bids are requested for the curbside collection of residential trash collection, curbside recycling collection for Township households, and commercial establishments. At the commencement of this bid, the number of households and commercial establishments is estimated to be 1,670, on which basis the Contractor shall be paid the unit price by the Township.

Collection of all materials shall be completed one time per week.

SECTION 2

All waste materials collected by the contractor shall be legally disposed at state licensed municipal solid waste landfills. The Contractor shall specify landfill locations and proof of applicable federal and state licensing for all facilities projected to be utilized during the contract period.

SECTION 3

All materials collected through the curbside recycling program shall be marketed to a materials user for reprocessing and at no time shall recyclables be incinerated or disposed in a landfill without the prior written consent of the Township. The Contractor shall specify material recovery facilities to be utilized during the contract period and provide assurance that the facility has end markets for all recyclables collected and processed.

SECTION 4

No improper, abusive language or unacceptable, improper conduct shall at any time be exhibited to the public by the Contractor's employees. Such offender shall be immediately removed from the Township's route by the Contractor upon request by the Township.

SECTION 5

Contractor shall indemnify and hold harmless Columbia Township and any of its officers and agents against and from all actions or claims brought against the Township from actions based upon, connected with, or related to the operations, equipment, and/or conduct of the Contractor and/or their employees.

SECTION 6

Contractor shall be liable for any damage, injury (including death) or destruction based upon, connected with, or related to Contractor's personnel or equipment while performing services for the Township (See General Conditions, Section 5 - Contractor's Insurance).

SECTION 7

The Township shall not be held responsible for any problems or liability associated with the transportation and disposal of waste collected in the Township. The disposal site used by the contractor shall be and continue to be a licensed facility for the life of the Contract.

SECTION 8

All vehicles used in the performance of this Contract shall be kept in good mechanical repair, appearance, and in sanitary conditions at all times.

SECTION 9

The Contractor shall have due regard for traffic safety and for the safety of persons and property on and off the roads.

SECTION 10

Contractor shall handle receptacles without abuse and return them to the location in which they were set. Receptacles shall not be left on the traveled portion of any road, nor in a driveway, nor in any position that may create a hazard.

SECTION 11

The Township's representative shall be given the name and phone number of a single appropriate person within the Contractor's employment with whom complaints can be aired and remedied.

SECTION 12

Contractor shall appoint, and name, to the Township, a project manager who will serve as the Township's direct point of contact for operational issues related to this program.

SECTION 13

Each bidder shall identify at least two (2) references, including contact persons. In addition, each bidder shall complete the experience statement form included with the bid packet.

SECTION 14

Contractor shall submit information ensuring it is licensed and in good standing to conduct business in the State of Ohio.

SECTION 15

Upon request, bidders will make available information regarding Notice of Violations received over the past three years on any facility relating to this bid. Upon the submittal of this bid, bidders will provide information on any outstanding Notices of Violation at any facility relating to this bid.

SECTION 16

Contractor shall notify the Township, in writing, upon the occurrence of any of the following:

- Notice of Violation at the solid waste disposal facility chosen to comply with this Contract.
- Notice of Violation at material recovery facility chosen to comply with this Contract.
- Labor contract or strikes that will potentially affect this Contract.

SECTION 17

If awarded the Contract, failure by the Contractor to provide reports necessary for the Township to receive recycling grant funding from Hamilton County will result in the Contractor providing a credit to the Township in an amount equal to the average of the last two grant payments received.

SECTION 18

Subject to the approval of the Township trustees, Contractor may impose reasonable regulations on receptacles to be used by the premises served, treatment of especially large items, or of particular kinds or abnormally large amounts of waste, placement of waste for collection, security from animals, special collections, and other matters as necessary to promote efficiency, safety, and sanitation.

SPECIFICATIONS FOR WASTE AND RECYCLING COLLECTION AND DISPOSAL

SECTION 1

Collection has been estimated to consist of approximately 1,670 units. The Contractor is required to collect waste and recycling from all households and commercial establishments. **A list of commercial establishments is detailed in the attached list of businesses.**

SECTION 2

The term "waste material" or "trash" shall include all township solid waste originating from the use of property situated only within the boundaries of Columbia Township. Contractor shall not collect, transport, or dispose of any waste defined as hazardous or infectious by applicable Ohio or Federal laws or regulations. Waste collection from all establishments is **limited to six (6), twenty-seven (27) gallon containers or no more than fifty (50) pounds in weight in each container.** More specifically, waste is being identified as the following:

- A. All appliances, and furniture including but not limited to: dishwashers, stoves, washers, dryers, televisions, sofas, chairs, water heaters, and mattresses.
- B. All refrigerators and air conditioners with CFCs removed and certification sticker and necessary documentation attached.
- C. Lumber and building materials cut down to 4' lengths.
- D. Household debris - miscellaneous items when properly bagged, boxed, or contained.
- E. In general, the Contractor shall collect everything that is set out at the curb for collection, except rocks, concrete, bricks or other masonry items, tires, stationary tubs, materials deemed hazardous or infectious by applicable State and Federal laws or regulations.

Commercial and industrial establishments are excluded from all large item pick-ups.

Following collection, containers shall be returned to the property from which they were collected.

SECTION 3

Recyclables collected and processed shall include, at a minimum: aluminum, bi-metal, and steel cans; aerosol cans; glass bottles and jars; plastic bottles and jugs; newspaper, magazines, and mixed paper; phone books, brown grocery bags, and cardboard. Bidder can submit a list of additional recyclable items that may be collected and processed on the attached bid form.

SECTION 4

Contractor shall agree and adhere to a starting time of no earlier than 7:00 a.m. and a finish time of no later than 7:00 p.m. for the collection of waste, recycling and yard waste.

SECTION 5

Collections shall be made once per week, with collections being made on all holidays, with the exception of New Year's Day and Christmas Day, on which collection will be made the following day, with a one (1) day schedule delay for the remainder of the week in which said holiday falls.

SECTION 6

Contractor shall use a tag system to notify residents of any problems with items set out for collection (i.e., item or can too heavy, hazardous waste, etc.).

SECTION 7

Contractor shall agree that if any premises or collections are missed, the Contractor shall return to make the pickup on that same regularly scheduled day or at the beginning of the next day's route.

SECTION 8

Contractor is responsible for immediately cleaning and remediating any strewn litter or garbage, pools of leachate, or other contaminants caused as a direct result of Contractor's operations.

SECTION 9

Waste and recycling collection from each of the premises served shall be at least once weekly, on a regular schedule devised by Contractor and approved by the Township trustees. Premises regularly generating large amounts of waste shall be visited as often as necessary to avoid unsightly or unsanitary accumulations or conditions, and the collection schedule shall reflect this requirement.

SECTION 10

Contractor shall furnish curbside recycling bins or 65-gallon carts to each household. Collection from business and industry establishments limited to one (1) container.

Contractor shall furnish either one 18-gallon recycling bin or one 65-gallon recycling cart (if requested by household). Contractor shall send mailer to each household explaining the options and the requirements for obtaining and maintaining the 65-gallon cart.

SECTION 11

Contractor shall submit quarterly reports, due within 30 days of each quarter's end, detailing the quantities, in tons, of recyclables collected from the Township.

SECTION 12

The collection schedule and regulations under Section 18, General Specifications and Information shall be listed in the bid documents. When approved by the Township trustees, the Township Fiscal Officer shall cause the schedule, regulations and revisions to be posted, circulated, mailed or otherwise brought to the attention of the owners and occupants of the premises served.

Bidder acknowledges having read all of the bid specifications in the above bid and submits the bid on the attached form as indicated.

Signed _____

Print Name _____

Title _____

Representing _____

Mailing Address _____

City, State, Zip Code _____

Phone Number _____

Date _____

Bid bond or check in the amount of \$_____ enclosed.

**RESOLUTION 20-49, 2020
COLUMBIA TOWNSHIP, HAMILTON COUNTY, OHIO**

**AUTHORIZING FINANCIAL ASSISTANCE TO THE COMMUNITY
IMPROVEMENT CORPORATION OF GREATER CINCINNATI UNDER OHIO
REVISED CODE 505.701 TO DEFRAY EXPENSES RELATED TO COLUMBIA
TOWNSHIP CARES ACT PROJECTS, DISPENSING WITH THE SECOND
READING, AND DECLARING AN EMERGENCY**

WHEREAS, the Community Improvement Corporation of Greater Cincinnati ("CIC") is a nonprofit community improvement corporation organized under Chapter 1724 of the Ohio Revised Code to advance, encourage, and promote the industrial, economic, commercial, and civic development of a community or area;

WHEREAS, the Board of Trustees of Columbia Township (the "Board of Trustees"), through unanimous vote of its membership, has designated CIC as its development agency under R.C. 505.701; and

WHEREAS, CIC has incurred various expenses in connection with its work as a community improvement corporation, including expenses relating to advancing, encouraging, and promoting the economic and commercial development within the Township; and,

WHEREAS, the Township desires to give CIC financial assistance to defray the expenses of CIC, including the expenses relating to advancing, encouraging, and promoting the economic and commercial development within and for the benefit of the Township; and,

WHEREAS, the Board, upon majority vote, hereby dispenses with the requirement that this resolution be read on two separate days, and hereby authorize the adoption of this resolution upon its first reading; and,

WHEREAS, this Resolution is hereby declared to be an emergency measure necessary for the preservation of the public peace, health and welfare of the Township; the reason being is the Township must immediately encumber the expenses eligible under the CARES Act by November 20, 2020 and fulfill accounting and reporting requirements.

NOW THEREFORE, BE IT RESOLVED, by the Board of Trustees, for the benefit and welfare of Columbia Township and its citizens:

SECTION 1. That the Township Board of Trustees, authorizes, under R.C. 505.701, to provide up to \$82,000 to CIC to defray its costs for the functions described under Chapter 1724 of the Ohio Revised Code, and specifically expenses related to COVID-19 economic stimulus to support eligible dining establishments to help retain and create jobs, and to advance, encourage, and promote economic and commercial development within and for the benefit of the Township.

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COLUMBIA TOWNSHIP, HAMILTON COUNTY, OHIO

SECTION 2. That the Township Administrator is hereby authorized to issue funds in the amount of \$82,000 to make such payment for the purposes set forth in Section one;

SECTION 3. That it is found and determined that all formal actions of this Board of Township Trustees concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Board of Trustees, and that all deliberations of this Board of Trustees were in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

Motion to accept Resolution made by: Mr. Hughes

Seconded by: Mr. Lamar

VOTE:

TRUSTEE	Voting	Signature	Date
David Kubicki	yes	<u>[Signature]</u>	11/18/20
Brian Lamar	yes	<u>[Signature]</u>	11/18/20
Susan Hughes	yes	<u>[Signature]</u>	11/18/20
ATTEST:		<u>Carolee B. Heekin</u> Caroline Heekin, Fiscal Officer	11/18/20

APPROVED as to form: _____
Township Legal Counsel

Passed this 18th day of November, 2020

CERTIFICATE

State of Ohio, Hamilton County

I, Caroline Heekin, Fiscal Officer of Columbia Township, Hamilton County, Ohio, certify that the foregoing Resolution No. 2049 is taken and copied from the record of proceedings of the township, and that it has been compared by me with the resolution on the record and is a true copy.

11/18/20
Date
Carolee B. Heekin
Caroline Heekin, Fiscal Officer

RESOLUTION NO. 20-50, 2020
COLUMBIA TOWNSHIP, HAMILTON COUNTY, OHIO

AUTHORIZING THE TOWNSHIP ADMINISTRATOR TO ENTER INTO A CONTRACT WITH KEIDEL SUPPLY FOR UP TO \$13,485 FOR TOWNSHIP PUBLIC MEETING SPACE PLUMBING FIXTURES TO COMPLY WITH PUBLIC HEALTH MANDATES AND GUIDELINES ELIGIBLE FOR OHIO HB 614 CARES ACT CORONAVIRUS RELIEF FUNDS, DISPENSING WITH THE SECOND READING, AND DECLARING AN EMERGENCY.

WHEREAS, Columbia Township received a grant of up to \$249,179 under Ohio's HB 614 Coronavirus Relief Fund (Ohio CRF) for necessary expenditures for actions taken to respond to the COVID-19 public health emergency; and

WHEREAS, funds must be used to provide public health capabilities that were not budgeted as of March 27th and must be performed by December 30th or be returned to the state. Funds may not be used to fill shortfalls in government revenue for expenditures that would not otherwise qualify under the statute; and

WHEREAS, Ohio CRF eligibility includes actions to comply with COVID-19-related public health mandates and guidelines to mitigate transmission of infectious diseases and ensure safety of the public and staff; and

WHEREAS, Ohio's Office of Budget Management has provided U.S. Treasury-based guidance that specifically includes grant-eligible expenses that address the pandemic's impact including facility social distancing space utilization measures, physical barriers, touchless fixtures, sanitizing/disinfecting protocols, high-efficiency ventilation, and other expenses; and

WHEREAS, the Township conducts public meetings in its service of nearly 5,000 residents and more than 100 businesses. The Township, at its current town hall at 5686 Kenwood Road, has difficulty complying with U.S. Centers for Disease Control and Prevention and Ohio Department of Public Health mandates and guidelines for public meeting infectious disease prevention due to inadequate space. Township meetings are conducted in a 1965 former maintenance garage 14' narrow bay which cannot accommodate more than three citizens in addition to elected officials, staff, law director, and fire and police officials, during public meetings without violating mandatory six-foot distancing; and

WHEREAS, the Township plans to relocate all township public meetings to the Township-owned vacant Madison Place Firehouse which offers a 50 x 50 ft (2,500 sq.ft.) space to host public meetings and to comply with mandatory six-foot distancing for infectious disease prevention; and

WHEREAS, the Township will spend up to \$13,485.00 of Ohio CRF to purchase touchless plumbing fixtures to create township public meeting space and public restrooms at the former Madison Place Firehouse which will expand occupancy with six-foot social distancing up to an estimated 50 persons and estimated 25 or more persons in a layout requiring tables; and

Passed, this 18th day of November, 2020

RESOLUTION NO. 20-50, 2020
COLUMBIA TOWNSHIP, HAMILTON COUNTY, OHIO

WHEREAS, the former Madison Place Firehouse also will provide compliance with public health orders and guidelines through direct entry from the front door into the public meeting space. At the current township building, the public enters directly into staff offices and must walk through staff offices to reach the public meeting space; and

WHEREAS, the Township has met with the Hamilton County Department of Public Health to discuss public and employee infection risks specific to the limitations of the current 5686 Kenwood Road facility and been advised on best practices for public and staff health measures to comply with Ohio CRF eligibility; and

WHEREAS, the Board of Trustees, upon majority vote, hereby dispenses with the requirement that this Resolution be read on two separate days, and hereby authorizes the adoption of this Resolution upon its first reading; and

WHEREAS, this is an emergency resolution necessary for the immediate preservation of the public peace, health, safety, or welfare of the Township; the reason for the emergency being the immediate need to authorize the Administrator to enter into the contract with Keidel Supply and to take other steps as necessary at the soonest possible time to meet grant encumbrance deadlines in November and final deadlines in December so that the Township can use Ohio CRF to pay for the improvements set forth above.

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Columbia Township, Hamilton County, Ohio, for the benefit and welfare of Columbia Township and its citizens, hereby authorizes the Administrator to enter into a contract with Keidel Supply for \$13,484.82 for township public meeting space touchless plumbing fixtures to comply with public health mandates and guidelines eligible for Ohio HB 614 CARES Act Coronavirus Relief Funds,

Motion to accept Resolution made by: Mrs. Hughes

Seconded by: Mr. Lamar

TRUSTEE	Voting	Signature	Date
David Kubicki	<u>[Signature]</u>	<u>[Signature]</u>	<u>11/18/2020</u>
Susan Hughes	<u>[Signature]</u>	<u>[Signature]</u>	<u>11/18/2020</u>
Brian Lamar	<u>[Signature]</u>	<u>[Signature]</u>	<u>11/18/2020</u>
ATTEST:	<u>[Signature]</u>	<u>[Signature]</u>	<u>11/18/2020</u>
	Caroline Heekin, Fiscal Office		

Passed, this 18th day of November, 2020

RESOLUTION NO. 20-50, 2020
COLUMBIA TOWNSHIP, HAMILTON COUNTY, OHIO

CERTIFICATE

State of Ohio, Hamilton County

I, Caroline Heekin, Fiscal Officer of Columbia Township, Hamilton County, Ohio, certify that the foregoing Resolution No. 20-50 is taken and copied from the record of proceedings of the township, and that it has been compared by me with the resolution on the record and is a true copy.

11/18/2020
Date


Caroline Heekin, Fiscal Officer

Passed, this 18th day of November, 2020

T O	TENNESSEE CASH 16 1150 TENNESSEE AVE CINCINNATI, OH 45229	F R O M	KEIDEL SUPPLY-TN 001 1150 TENNESSEE AVE CINCINNATI, OH 45229-1010 Telephone: 513-351-1600
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Q U O T A T I O N

11/05/20

Bid ID: 5122761 MADISON PLACE RENO DAMIAN BILLY

Page 1

Line	Quantity	Sell Per	Description	Price Per	Net Price	Extended Price
Package <u>00001</u>						
TOILET FLUSH VALVES HW OPTION						
580	5	EA	K96057 0 HGHCLIF WHIT ADA BWL TPSPD	EA	88.6000	443.00
50	5	EA	/00000395673 * SLOAN REGAL 111XL SFSM HW FV	EA	327.8900	1,639.45
60	1	EA	0345125 * SLOAN EL451 TRANSFORMER BOX	EA	71.0400	71.04
Package Sub-total:						2,153.49
ABOVE TRANSFORMER SERVES 6 F/V						
Package <u>00002</u>						
BAR/HAND FAUCETS HW/PLUG IN OPTION						
130	5	EA	/00000395675 * SLOAN SF-2200 FAUCET 3362146	EA	300.7100	1,503.55
Package Sub-total:						1,503.55
Package <u>00003</u>						
LAV FAUCETS HW/PLUG IN OPTION						
200	2	EA	3362130 * SLOAN SF2400 FAUCET W/TRANSF	EA	311.1300	622.26
Package Sub-total:						622.26
Package <u>00004</u>						
SOAP DISPENSERS HW OPTION						

Continued Next Page

T O	TENNESSEE CASH 16 1150 TENNESSEE AVE CINCINNATI, OH 45229	F R O M	KEIDEL SUPPLY-TN 001 1150 TENNESSEE AVE CINCINNATI, OH 45229-1010 Telephone: 513-351-1600
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Q U O T A T I O N

11/05/20 Bid ID: 5122761 MADISON PLACE RENO DAMIAN BILLY Page 2

Line	Quantity	Sell Per	Description	Price Per	Net Price	Extended Price
260	5	EA	/00000395678 * SLOAN ESD200 SP DISP 3346051 EA		353.3300	1,766.65
			Package Sub-total:			1,766.65
			Package 00005 HAND DRYERS HW OPTION			
330	5	EA	/00000395680 * SLOAN EHD701 H/D 3366128 EA		306.0100	1,530.05
			Package Sub-total:			1,530.05
			Package 00006 DRINKING FOUNT/B/F			
360	2	EA	/00000395683 * HT HTHB-HAC8BLPV-WF B/F D/F EA		1,634.0000	3,268.00
			Package Sub-total:			3,268.00
			Package 00007 KITCHEN FAUCETS HW OPTION			
520	3	EA	/00000396027 * CHI 116.103.AB.1 FAUCET EA		538.7300	1,616.19
530	1	EA	/00000396028 * CHI 242.340.00.1 TRANSFORMER EA		49.0100	49.01
			Package Sub-total:			1,665.20
			ABOVE TRANSFORMER SERVES 8 FAU			

Continued Next Page

T O	TENNESSEE CASH 16 1150 TENNESSEE AVE CINCINNATI, OH 45229	F R O M	KEIDEL SUPPLY-TN 001 1150 TENNESSEE AVE CINCINNATI, OH 45229-1010 Telephone: 513-351-1600
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Q U O T A T I O N

11/05/20

Bid ID: 5122761 MADISON PLACE RENO DAMIAN BILLY

Page 3

Line	Quantity	Sell Per	Description	Price Per	Net Price	Extended Price
			THIS QUOTE HAS BEEN PREPARED BASED ON OUR INTERPRETATION OF THE INFORMATION PROVIDED. WE RESERVE THE RIGHT TO REQUOTE PRICING OR MODEL NUMBERS ACCORDINGLY. ALL ITEMS ARE SUBJECT TO APPROVAL. PLEASE NOTE TAX AND FREIGHT MAY APPLY TO THIS QUOTE			
NOTE: YOUR SIGNATURE BELOW IMPLIES CONSENT TO THE FOLLOWING TERMS OF SALE: SELLER DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED. ALL WARRANTIES ARE PROVIDED BY THE MANUFACTURER. SPECIAL ORDER ITEMS ARE NOTED BY AN * AND ARE NOT CANCELLABLE OR RETURNABLE FOR ANY REASON. PRICES ARE FOR QUANTITIES AND CONDITIONS STIPULATED. PRICES ARE VALID FOR 30 DAYS.						
Accepted: _____				Subtotal:		12,509.20
Accepted: _____				Tax:		975.72
Bid Total:						13,484.92

RESOLUTION NO. 20-51, 2020
COLUMBIA TOWNSHIP, HAMILTON COUNTY, OHIO

AUTHORIZING THE TOWNSHIP ADMINISTRATOR TO ENTER INTO A CONTRACT WITH PE SERVICES LLC FOR UP TO \$18,000 FOR PROFESSIONAL ENGINEERING MECHANICAL, ELECTRIC, AND PLUMBING PLAN SERVICES FOR TOWNSHIP PUBLIC MEETING SPACE TO COMPLY WITH PUBLIC HEALTH MANDATES ELIGIBLE FOR OHIO HB 614 CARES ACT CORONAVIRUS RELIEF FUNDS, DISPENSING WITH THE SECOND READING, AND DECLARING AN EMERGENCY.

WHEREAS, Columbia Township received a grant of up to \$249,179 under Ohio's HB 614 Coronavirus Relief Fund (Ohio CRF) for necessary expenditures for actions taken to respond to the COVID-19 public health emergency; and

WHEREAS, funds must be used to provide public health capabilities that were not budgeted as of March 27th and must be performed by December 30th or be returned to the state. Funds may not be used to fill shortfalls in government revenue for expenditures that would not otherwise qualify under the statute; and

WHEREAS, Ohio CRF eligibility includes actions to comply with COVID-19-related public health mandates and guidelines to mitigate transmission of infectious diseases and ensure safety of the public and staff; and

WHEREAS, Ohio's Office of Budget Management has provided U.S. Treasury-based guidance that specifically includes grant-eligible expenses that address the pandemic's impact including facility social distancing space utilization measures, physical barriers, touchless fixtures, sanitizing/disinfecting protocols, high-efficiency ventilation, and other expenses; and

WHEREAS, the Township conducts public meetings in its service of nearly 5,000 residents and more than 100 businesses. The Township, at its current town hall at 5686 Kenwood Road, has difficulty complying with U.S. Centers for Disease Control and Prevention and Ohio Department of Public Health mandates and guidelines for public meeting infectious disease prevention due to inadequate space for social distancing. Township meetings are conducted in a 1965 former maintenance garage 14' narrow bay which cannot accommodate more than three citizens in addition to elected officials, staff, law director, and fire and police officials, during public meetings without violating mandatory six-foot distancing; and

WHEREAS, the Township plans to relocate all township public meetings to the Township-owned vacant Madison Place Firehouse which offers a 50 x 50 ft (2,500 sq.ft.) space to host public meetings and to comply with mandatory six-foot distancing for infectious disease prevention; and

WHEREAS, the Township will spend up to \$18,000 of Ohio CRF for professional engineering services to prepare plans for mechanical, electric and plumbing systems, and specifically plans to install a high-efficiency Heating-Ventilation-Air Conditioning (HVAC) system and install touchless plumbing fixtures, to create a new public meeting space at the former Madison Place Firehouse to provide increased compliance with public health orders and

Passed, this 18th day of November, 2020

RESOLUTION NO. 20-51, 2020
COLUMBIA TOWNSHIP, HAMILTON COUNTY, OHIO

guidelines to mitigate airborne and hard surface transmission of infectious diseases including COVID and Influenza viruses; and

WHEREAS, the Township has met with the Hamilton County Department of Public Health to discuss public and employee infection risks specific to the limitations of the 5686 Kenwood Road facility and been advised on best practices for public and staff health measures to comply with Ohio CRF eligibility; and

WHEREAS, the Board of Trustees, upon majority vote, hereby dispenses with the requirement that this Resolution be read on two separate days, and hereby authorizes the adoption of this Resolution upon its first reading; and

WHEREAS, this is an emergency resolution necessary for the immediate preservation of the public peace, health, safety, or welfare of the Township; the reason for the emergency being the immediate need to authorize the Administrator to enter into the contract with PE Services LLC and to take other steps as necessary at the soonest possible time so it can meet grant encumbrance deadlines in November and final deadlines in December so that the Township can use Ohio CRF to pay for the improvements set forth above.

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Columbia Township, Hamilton County, Ohio, for the benefit and welfare of Columbia Township and its citizens, hereby authorizes the Administrator to enter into a contract with PE Services LLC for up to \$18,000 for professional engineering services to comply with public health mandates and guidelines eligible for Ohio HB 614 CARES Act Coronavirus Relief Funds.

Motion to accept Resolution made by: Mrs. Hughes

Seconded by: Mr. Lamar

TRUSTEE	Voting	Signature	Date
David Kubicki	<u>yes</u>	<u>[Signature]</u>	<u>11/18/2020</u>
Susan Hughes	<u>yes</u>	<u>[Signature]</u>	<u>11/18/2020</u>
Brian Lamar	<u>yes</u>	<u>[Signature]</u>	<u>11/18/2020</u>

Passed, this 18th day of November, 2020

RESOLUTION NO. 20-51, 2020
COLUMBIA TOWNSHIP, HAMILTON COUNTY, OHIO

ATTEST: Caroline B. Heekin
Caroline Heekin, Fiscal Office

11/18/2020

CERTIFICATE

State of Ohio, Hamilton County

I, Caroline Heekin, Fiscal Officer of Columbia Township, Hamilton County, Ohio, certify that the foregoing Resolution No. 20-51 is taken and copied from the record of proceedings of the township, and that it has been compared by me with the resolution on the record and is a true copy.

11/18/2020
Date

Caroline B. Heekin
Caroline Heekin, Fiscal Officer

Passed, this 18th day of November, 2020



LETTER OF PROPOSAL

Melissa Taylor
Township Administrator
Columbia Township
5686 Kenwood Road
Cincinnati, OH 45227

November 16, 2020

Re: Columbia Township Firehouse Conversion for New Town Hall
Columbia Township, OH
Mechanical/ Electrical/ Plumbing Design Services

Dear Melissa:

PE Services (the Engineer) is pleased to submit to Columbia Township (the Client) the following proposal for professional engineering services for the above noted project.

- 1) Project Scope and Description: The proposed project program is presumed to be as follows, and the Scope of Design services listed herein is based on the noted program unless specifically noted otherwise.
 - a. The proposed building is an existing, structure which was previously a fire house, totaling approximately 10,000 SF. The scope of the project includes remodeling the existing building into a mixed use building primarily used for a new public meeting center "town hall" and secondarily for offices and event space.
 - b. The proposed Mechanical system design scope includes new HVAC systems, distribution ductwork and associated controls. Proposal presumes all new mechanical equipment and not re-using any mechanical equipment or distribution ductwork. Proposal presumes that DX split systems will be the systems designed for the project.
 - c. The proposed Electrical system design scope has been excluded from the base proposal and has been listed below as an optional additional service fee
 - d. The proposed Plumbing system design scope has been excluded from the base proposal and has been listed below as an optional additional service fee
 - e. The scope of this proposal is limited to 5 feet outside the building line.
 - f. This proposal presumes that the required building utilities are readily available to the existing building main services and are presumed to be sized to meet the required service loads of the proposed project program without modification.

- g. Engineer is expecting to be authorized to commence professional services by approximately November, 2020 and the project is expected to be submitted for permit by approximately December, 2020.
 - h. This proposal presumes that the project will be built "as-drawn". Any modifications to the documents relative to "value engineering" proposals from the Client, Owner / Tenant or their contractors will be an additional service.
- 2) The Basic Services for the project are proposed to be completed in a single phase with tasks completed chronologically as follows:
 - i. Review and analysis of Client provided items related to Mechanical systems
 - ii. Coordination of the Mechanical designs with architectural documents
 - iii. Code review and analysis related to Mechanical systems
 - iv. Participate in one (1) project team kick-off meeting if requested
 - v. Mechanical design as noted herein
 - vi. Submit for technical review at 90% completion of construction documents, and subsequently revise the documents to address Client review and coordination comments.
 - vii. Preparation of construction documents including required MEP plans, schedules, details, notes, diagrams, legends and specifications in drawing sheet style as determined by the Engineer to be sufficient for Client review, permitting and bidding.
 - viii. Provide the Client with signed and sealed construction documents for submittal to the local authority having jurisdiction and subsequently make revisions to the Engineers documents to address plan review comments
- 3) Exclusions: The following items, along with any other design not specifically stated herein, are not included in the Basic Services scope of design. However, some of the following items may possibly be provided as an additional service (with associated additional fees) if requested by the Client.
 - a. Utility availability investigation and coordination with local providers for gas, water, sewer and electric services
 - b. Fire alarms systems design or documents
 - c. Fire suppression systems design or documents
 - d. Back-up / emergency generator design or documents
 - e. Computer / Data / Telephone / Telecom / Audio-Video / CCTV / Security systems design or documents
 - f. LEED design, documents, submittals or commissioning
 - g. Preparation of separate bid, alternates, or partial bid document packages
 - h. Value engineering services or revisions to documents

- i. Quality control testing report / special inspection reviews
 - j. Sub-soil drainage systems design or documents
 - k. Supplemental / Booster pump(s) for domestic or fire supply design or documents
 - l. Lighting Design, Fixture Selection, Fixture Layout or Photometric Calculations or Analysis.
 - m. Hood systems design or documents
 - n. Construction Administration Phase Services
- 4) Client Provided Items: As a condition of this proposal, the Client agrees to provide the following in a timely manner:
- a. Base drawing files in electronic (AUTOCAD 2018) format
 - b. Any / All Client requests or requirements related to MEP design
 - c. Reflected Ceiling/Lighting drawing files in electronic (AUTOCAD 2018) format & all specialty lighting fixture cut sheets / schedules
 - d. Equipment cut sheets and rough-in locations / requirements for all Owner equipment
 - e. Current Flow test data for domestic / fire water service tap
- 5) Schedule: Based on the project program, project schedule, current workload and staffing, the Engineer is prepared to begin work on the project within two weeks upon receipt of written authorization to proceed and all Client provided items. We anticipate that all phases of work can be completed within 4-6 weeks of project commencement pending timely Client reviews and approvals and no project delays.
- 6) Proposed Basic Service Fees: PE-Services proposes the following professional service fees for the defined scope of services on the project based on a stipulated sum form of compensation, billed monthly for actual work completed. The compensation by phase is proposed as follows:
- Total Proposed Basic Service Fees.....\$8,000.00**
- 7) Proposed Additional Service Fees #1: The Client has asked for the Engineer to provide electrical design services. The proposed electrical design scope is distribution from the main electrical service to: lights, receptacles, and HVAC / plumbing equipment. The proposed fee for this scope is **\$6,000.00**.
- 8) Proposed Additional Service Fees #2: The Client has asked for the Engineer to provide plumbing design services. The proposed plumbing design scope is distribution from existing water, gas and sanitary plumbing main services to equipment and fixtures. The proposed fee for this scope is **\$4,000.00**.

*All Construction Administration services for the project to be performed on an hourly basis at rates below

9) Professional Fee Schedule:

Principal	\$200.00 per hour
Project Manager	\$185.00 per hour
Engineer	\$165.00 per hour
Designer	\$135.00 per hour
Administrative	\$80.00 per hour

10) Terms:

- a. This proposal shall remain valid for a period of thirty (30) days from the date of issue
- b. Electronic drawings will be prepared in AutoCAD 2018 format software or newer.
- c. See attached "PE Services Standard Terms and Conditions" sheet for additional information regarding proposed agreement terms.
- d. All preliminary review and final deliverable submittals will be made to Client in .PDF format. If required by the local authority having jurisdiction, hardcopy originals, signed and sealed will be provided.

We appreciate this opportunity to provide you with this proposal and we look forward to your favorable response. If you have any questions or comments regarding the contents of the proposal or if we can be of further assistance, please feel to contact me directly at your convenience. If this proposal is acceptable to you, please execute the Project Proposal Approval on the last page and return to PE Services to authorize commencement of services.

We look forward to the possibility of working with you and to the successful completion of your project.

Sincerely,

PE Services

Cody Oakes

Cody Oakes
Business Development Manager

Terms and Conditions

1. In providing services, the Engineer will endeavor to perform in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances
2. The proposed scope of services and related professional service fees are based on the Engineers understanding of the project at the time of preparation of this proposal and are based on the project program and Client provided information available at that time. Changes to, modifications of, or deviations from the known project scope subsequent to issuance of the proposal may entail additional services
3. The Client shall require that all of their other consultants coordinate their drawings and other instruments of service with those of the Engineer and to advise the Engineer of any potential conflict. The Engineer shall have no responsibility for the components of the project designed by the Clients other consultants. Review by the Engineer of the Clients or his consultants drawings and other instruments of service are solely for consistency with the Engineers design for the project. The Engineer shall be entitled to rely on the technical sufficiency and timely delivery of documents and services furnished by the Client and his consultants in connection with such documents and services and shall not be required to review or verify those computations or designs for compliance with applicable laws, statutes, ordinances, building codes and rules and regulations. The Client shall indemnify and hold harmless the Engineer and employees from and against claims, damages, losses and expenses, including, but not limited to reasonable attorney's fees arising out of the services performed by other consultants of the Client.
4. Additional services, if requested by the Client will be quoted in writing by the Engineer and will only be completed *after receipt of written approval of the additional service from the Client.*
5. Unless specifically noted otherwise herein, this proposal does not include out-of-pocket reimbursable expenses such as those listed below which will be billed to the Client at cost plus 10% (x1.10)
 - a. In-house and out-of-house CAD plotting (\$2.50 per sheet) and Xerox copy reproduction costs
 - b. Extraordinary postage, courier and delivery services
 - c. Mileage costs at the prevailing Internal Revenue Service rate
 - d. Out of town travel expenses (in excess of 150 miles from Engineers offices)
 - e. Liability insurance premiums / costs in excess of that normally carried by the Engineer specific to the project as requested / required by the Client
6. Billings are compiled at the end of each month and at the completion of the project, based upon the work completed and are due in full net 30 days from invoice date. Invoices which are unpaid and past due more than 30 days are subject to interest penalty charges at a rate of 2% per month. In the event that any portion of an account remains unpaid 90 days after billing, the Client shall pay all cost of collections, including but not limited to reasonable attorney's fees. The Engineer may, at his sole discretion, elect to not issue final construction documents for the purpose of bidding or permit application if the Clients account is delinquent. Additionally, the Engineer may elect to suspend all services immediately upon written notification to the Client.
7. The obligation for payment of all outstanding fees to the Engineer by the Client is not conditional precedent to the Client receiving any payments or funding
8. Ownership of Instruments of Service: All reports, drawings, specifications, electronic media / files, field data, notes and other documents prepared by the Engineer as Instruments of Service shall remain property of the Engineer. The Engineer shall retain all common law, statutory and other reserved rights, including copyrights thereto.
9. Termination. Engineer may terminate this agreement for cause or convenience by providing 7 days written notice to the Client. In such event Client shall pay Engineer for all work authorized, performed and accepted prior to the date of notice
10. Indemnification: The Client agrees, to the fullest extent permitted by law, to indemnify, defend and hold Engineer harmless from any and all claims, damage, costs or liability of whatever kind or nature arising from or related to the project and services subject to this Agreement except to the extent determined by a court of competent jurisdiction to have been caused by the sole negligence of the Engineer and that of his or her contractors, subcontractors or consultants or anyone for whom the Engineer is legally liable and arising from the project that is the subject of this Agreement.
11. All installations of this project will be completed by Others, therefore the Client, their assigns and the Owner / Developer of the project shall hold the Engineer harmless for any and all claims, losses, costs, damages or expenses caused by installations that differ from the design prepared by the Engineer
12. Limitation of Liability: In recognition of the relative risks, rewards and benefits of the project to both the Client and the Engineer, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the Engineers liability for any and all claims, losses, costs, damages of any nature whatsoever including reasonable attorney's fees and costs and expert witness fees and costs, so that the total aggregate liability of the Engineer to the Client or his assigns shall not exceed the amount of the Engineers total fee for services rendered on this project. It is intended that this limitation shall apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law
13. The professional services as requested by the Client are being delivered in an expedited delivery system, due to the nature of this requirement, more errors and omissions than usual may occur. The Client shall require that the Owner / Developer of the project establish a contingency equal to 2% of the project construction cost to pay for errors and omissions on the part of the Engineer which may cause additional construction costs beyond those that would have occurred without the error or omission. This contingency does not apply to unforeseen field conditions, changes requested by the Client and / or Owner / Developer, or to any other changes caused by conditions beyond the control of the Engineer
14. Mediation: In an effort to provide resolution for any conflicts that may arise during the project, the Client and the Engineer agree that all disputes between them shall be submitted to non-binding mediation unless both parties agree otherwise.
15. 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 Client or Engineer. Engineer's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Engineer because of this Agreement or the performance or nonperformance of services hereunder. Other than to Client, Engineer disclaims any duty to any other party or entity with respect to the materials or reports produced by Engineer under this Agreement and no other party or entity may rely upon such without advance and express written permission of Engineer and without such party or entity agreeing to be bound by the limitations, qualifications, terms, conditions, and indemnities set forth in this Agreement.
16. Regardless of any other term or condition of this Agreement, Engineer makes no express or implied warranty of any sort. All warranties, including warranty of merchantability or warranty of fitness for a particular purpose, are expressly disclaimed.
17. Consequential Damages: Notwithstanding any other provision to the contrary, and to the fullest extent permitted by law, neither the Client nor the Engineer shall be liable to the other for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or this Agreement. This mutual waiver of consequential damages shall include, but not be limited to, loss of use, loss of profit, loss of business or income or any other consequential damages that either party may have incurred from any cause of action whatsoever
18. The Client shall promptly report to the Engineer any defects or suspected defects in the Engineer's services. Failure by the Client to notify the Engineer shall relieve the Engineer of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.
19. Construction Activities: The Engineer shall not be responsible for the acts or omissions of any person performing any construction Work or for instructions given by the Client or its representatives to any one performing any construction work, nor for construction means and methods or job-site safety
20. These Terms and Conditions constitute an Agreement governed by the State of Ohio laws, and define the full extents of the Terms and Conditions of this Agreement

RESOLUTION NO. 20- 52, 2020
COLUMBIA TOWNSHIP, HAMILTON COUNTY, OHIO

AUTHORIZING THE TOWNSHIP ADMINISTRATOR TO ENTER INTO A CONTRACT WITH LOTH INC. for \$33,375.60 FOR TOWNSHIP PUBLIC MEETING SPACE FURNISHINGS TO COMPLY WITH PUBLIC HEALTH MANDATES AND GUIDELINES ELIGIBLE FOR OHIO HB 614 CARES ACT CORONAVIRUS RELIEF FUNDS, REPLACING RESOLUTION 20-34, 2020, DISPENSING WITH THE SECOND READING, AND DECLARING AN EMERGENCY.

WHEREAS, Columbia Township received a grant of up to \$249,179 under Ohio's HB 614 Coronavirus Relief Fund (Ohio CRF) for necessary expenditures for actions taken to respond to the COVID-19 public health emergency; and

WHEREAS, funds must be used to provide public health capabilities that were not budgeted as of March 27th and must be performed by December 30th or be returned to the state. Funds may not be used to fill shortfalls in government revenue for expenditures that would not otherwise qualify under the statute; and

WHEREAS, Ohio CRF eligibility includes actions to comply with COVID-19-related public health mandates and guidelines to mitigate transmission of infectious diseases and ensure safety of the public and staff; and

WHEREAS, Ohio's Office of Budget Management has provided U.S. Treasury-based guidance that specifically includes grant-eligible expenses that address the pandemic's impact, including facility social distancing space utilization measures, physical barriers, touchless fixtures, sanitizing/disinfecting protocols, high-efficiency ventilation, and other expenses; and

WHEREAS, the Township conducts public meetings in its service of nearly 5,000 residents and more than 100 businesses. The Township, at its current town hall at 5686 Kenwood Road, has difficulty complying with U.S. Centers for Disease Control and Prevention and Ohio Department of Public Health mandates and guidelines for public meeting infectious disease prevention due to inadequate space. Township meetings are conducted in a 1965 former maintenance garage 14' narrow bay which cannot accommodate more than three citizens in addition to elected officials, staff, law director, and fire and police officials, during public meetings without violating mandatory six-foot distancing; and

WHEREAS, the Township plans to relocate all township public meetings to the Township-owned vacant Madison Place Firehouse which offers a 50 x 50 ft (2,500 sq.ft.) space to host public meetings and to comply with mandatory six-foot distancing for infectious disease prevention; and

WHEREAS, the Township will spend up to \$33,275.60 of Ohio CRF to create township public meeting space at the former Madison Place Firehouse which will expand occupancy with six-foot social distancing up to an estimated 50 persons and estimated 25 or more persons in a layout requiring tables; and

Passed, this 18th day of November, 2020

RESOLUTION NO. 20- 52, 2020
COLUMBIA TOWNSHIP, HAMILTON COUNTY, OHIO

WHEREAS, the former Madison Place Firehouse also will provide compliance with public health orders and guidelines through direct entry from the front door into the public meeting space. At the current town building, the public enters directly into staff offices and must walk through staff offices to reach the current meeting space; and

WHEREAS, the Township has met with the Hamilton County Department of Public Health to discuss public and employee infection risks specific to the limitations of the current 5686 Kenwood Road facility and been advised on best practices for public and staff health measures to comply with Ohio CRF eligibility; and

WHEREAS, the Board of Trustees, upon majority vote, hereby dispenses with the requirement that this Resolution be read on two separate days, and hereby authorizes the adoption of this Resolution upon its first reading; and

WHEREAS, this is an emergency resolution necessary for the immediate preservation of the public peace, health, safety, or welfare of the Township; the reason for the emergency being the immediate need to authorize the Administrator to enter into the contract with Loth, Inc. and to take other steps as necessary at the soonest possible time so it can meet grant encumbrance deadlines in November and final deadlines in December and so that the Township can use Ohio CRF to pay for the improvements set forth above.

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Columbia Township, Hamilton County, Ohio, for the benefit and welfare of Columbia Township and its citizens, hereby authorizes the Administrator to enter into a contract with Loth Inc. for \$33,275.60 for township public meeting furnishings to comply with public health mandates and guidelines eligible for Ohio HB 614 CARES Act Coronavirus Relief Funds,

Motion to accept Resolution made by: Mrs. Hughes

Seconded by: Mr. Lamar

TRUSTEE	Voting	Signature	Date
David Kubicki	<u>yes</u>	<u>[Signature]</u>	<u>11/18/2020</u>
Susan Hughes	<u>yes</u>	<u>[Signature]</u>	<u>11/18/2020</u>
Brian Lamar	<u>yes</u>	<u>[Signature]</u>	<u>11/18/2020</u>
ATTEST:	<u>[Signature]</u>		<u>11/18/2020</u>
	Caroline Heekin, Fiscal Office		

Passed, this 18th day of November, 2020

RESOLUTION NO. 20- 52, 2020
COLUMBIA TOWNSHIP, HAMILTON COUNTY, OHIO

CERTIFICATE

State of Ohio, Hamilton County

I, Caroline Heekin, Fiscal Officer of Columbia Township, Hamilton County, Ohio, certify that the foregoing Resolution No. 20- 52 is taken and copied from the record of proceedings of the township, and that it has been compared by me with the resolution on the record and is a true copy.

11/18/2020
Date

Caroline B. Heekin
Caroline Heekin, Fiscal Officer

Passed, this 18th day of November, 2020



3574 East Kemper Road
Cincinnati, OH 45241
(P) 513.554.4900
(F) 513.554.8700

855 Grandview Avenue
Columbus, OH 43215
(P) 614.487.4000
(F) 614.487.8281

Quotation

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Federal I.D. Number: 31-1408389

DUNS #00-892-7345

Quote	Quote Date	Customer Order	Customer	Account Representative	Project
240479	11/16/20 <small>mm/dd/yy</small>		COLMT1	ANIK LEE/HFT	200494

Quote To

COLUMBIA TOWNSHIP
5686 KENWOOD RD
CINCINNATI OH 45227

Ship To

COLUMBIA TOWNSHIP
5686 KENWOOD RD
CINCINNATI OH 45227

Terms NET 10 DAYS

Sales Location LOTH, INC. CINCINNATI

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
BEG	Subsection	Columbia Twp. Flex Furniture		
1	47	MOVE; CHAIR, PLASTIC BACK, NO ARMS, GLIDES FRAME :7239 MIDNIGHT SHELL :6259 MIDNIGHT(SOLAR BLACK) UPHISTRY:BR04 TRUFFLE OPTIONS ** OPTIONS ** GLIDES *OPT:GLIDES SOFT GLD SOFT GLIDES OPT ACC *OPT:OPTIONAL ACCESSORIES	203.35	9,557.45
2	5	MOVE; CHAIR ACCESSORY-DOLLY, TRANSPORT / STORAGE Tag For Columbia Twp. Flex Furniture	420.70	2,103.50
3	3	3" CASTER, SET OF 4 LOCKING CASTERS, BLACK Tag For Columbia Twp. Flex Furniture	42.75	128.25
4	3	30X60 PLANNER ACTIVITY TABLE, RECTANGLE, ADJUSTABLE WITH BUTCHER BLOCK TOP Tag For Columbia Twp. Flex Furniture	569.81	1,709.43
5	3	Planner Studio 30"x60" Butcher Block Table, on Casters. Legs Finish: Platinum	897.19	2,691.57

ACCEPTANCE SUBJECT TO TERMS AND CONDITIONS.

ACCEPTED BY _____ TITLE _____ DATE _____



www.lothinc.com

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Quotation

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(cont'd)

Quote	Quote Date	Customer Order	Customer	Account Representative	Project
240479	11/16/20 mm/dd/yy		COLMT1	ANIK LEE/HFT	200494

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
6	Tag For 20	Columbia Twp. Flex Furniture VERB; TABLE-RECTANGLE, FLIP-TOP DEPTH: 30.00000 WIDTH: 60.00000 TOP SURFACE FINISH: WOODGRAIN HPL 2410 - GRAPHITE WALNUT (HPL) EDGE FINISH: PLASTIC - PG1 6231 - GRAPHITE WALNUT LEG: CAST LEG LEG FINISH: TEXTURED PAINT 7360 - MERLE CASTER: 4 LOCKING CASTERS UNDERSIDE: DARK SIDE DOCK AND HOOK: NO SIDE DOCK & HOOK STOW HOOK: NO STOW HOOKS CENTER DOCK WITH NO STORAGE: NO CENTER DOCKS MODESTY PANEL: NO MODESTY PANEL	680.39	13,607.80
	Tag For	Columbia Twp. Flex Furniture 30/60-FP-CL		
			Subsection Sub Total	29,798.00
			NON-TAXABLE OHIO SALES	0.00
			Subsection Total	29,798.00
END	Subsection			
BEG	Subsection	SERVICES		
7	1	LABOR TO INSTALL NORMAL BUSINESS HOURS NO STAIR CARRY ONE TRIP INCLUDES INSTALL AND ASSEMBLY OF ALL TABLES AND WIPING THE SPACE DOWN AFTER INSTALL FREE OF DUST AND DEBREE FROM BOXES AND WRAPPING.	2,615.00	2,615.00
8	4	DESIGN & SPACE PLANNING OF SPACE	75.00	300.00
			Subsection Sub Total	2,915.00
			NON-TAXABLE OHIO SALES	0.00

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(cont'd)

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Federal I.D. Number: 31-1408389

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Quote	Quote Date	Customer Order	Customer	Account Representative	Project
240479	11/16/20 mm/dd/yy		COLMT1	ANIK LEE/HFT	200494

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
			Total	2,915.00
END				

QUOTATION TOTALS

Sub Total **32,713.00**

FREIGHT **562.60**

NON-TAXABLE OHIO SALES **0.00**

Grand Total **33,275.60**

End of Quotation

ACCEPTANCE SUBJECT TO TERMS AND CONDITIONS.

ACCEPTED BY _____ TITLE _____ DATE _____

Quote	Quote Date	Customer Order	Customer	Account Representative	Project
240479	11/16/20 <small>mm/dd/yyyy</small>		COLMT1	ANIK LEE/HFT	200494



LOTH, INC. STANDARD TERMS & CONDITIONS OF SALE

1. Payment Term

- Net 10 days subject to approval by the Credit Department of LOTH, Inc.
- Without credit approval, full payment is required before order is placed.
- Service charge of 1.5% per month will be assessed on past-due invoices.
- Buyer may "hold back" payment on up to 5% of the invoice amount, without penalty, until all Punch List items are completed/corrected to the Buyer's satisfaction. However, it is expressly understood the remaining 95% of the invoice is due and payable under the terms of the credit extended.
- Seller will provide the necessary product or service to correct defects which are caused by the Seller or covered by the manufacturer's warranty at no charge. Product or product repairs or service, not caused by the Seller and/or not covered by the manufacturer's warranty, will be provided or performed at our standard charge.
- Title to the merchandise passes to Buyer when the full purchase price and all other charges pursuant to our agreement have been paid in full. In the event of a payment default, Seller has the right of repossession of all merchandise 90 days following the due date of the invoice.

2. Deposits:

All orders are subject to a minimum 50% deposit with the order.

3. Taxes:

All sales are subject to appropriate sales tax unless the Buyer provides LOTH, Inc. with a sales-tax exemption certificate.

4. Customer Orders:

Order acceptance requires an executed copy of these Terms and Conditions, a signed order by Buyer, or valid purchase order, and completion of any Credit Department requirements for deposit or payment.

5. Changes & Cancellations:

Orders cannot be changed or canceled without the written consent of LOTH, Inc. The costs of approved changes and/or cancellations are the responsibility of the Buyer. Cancellations may be subject to a restocking fee.

6. Delivery and Installation

- Normal working hours 8:00-4:30 Monday-Friday
- Buyer responsible for overtime premium, required prevailing wage, or union labor
- Buyer representative needs to be present at time of installation/delivery to acknowledge receipt and condition of furniture

7. Condition of Job Site

Site must be clean and free of all construction debris prior to installation, with sufficient electric, heat, elevator service, and secure staging area. Any costs associated with inadequate site conditions are the responsibility of the Buyer. The connection of any and all electrical components associated with furniture installation to building's main power source is the sole responsibility of the customer.

8. Invoicing

- Customer will be billed at time of delivery. If originally scheduled delivery date is delayed beyond two (2) weeks product will be invoiced in full.
- Product stored at LOTH warehouse more than 14 days due to customer delays will be charged a storage fee of \$.75 per square foot per month.

These Terms and Conditions have been reviewed and accepted by:

Signature _____ Date _____
Company _____

Print Name _____ Print Title _____

ACCEPTANCE SUBJECT TO TERMS AND CONDITIONS.

ACCEPTED BY _____ TITLE _____ DATE _____

