

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

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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>11/18/2020</u>
Susan Hughes	<u>yes</u>		<u>11/18/2020</u>
Brian Lamar	<u>yes</u>		<u>11/18/2020</u>

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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

Project Proposal Approval:

Client: Columbia Township
Project Name: Firehouse Conversion
Project Location: Columbia Township, OH
Project Fee: \$8,000.00

Additional Service Fee #1: \$6,000.00 Accepted _____ Not Accepted _____

Additional Service Fee #2: \$4,000.00	Accepted	Not Accepted
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Client authorizes PE Services to proceed with the project in accordance with the Letter of Proposal, dated November 16, 2020. Client hereby approves this proposal by signing below. Acceptance is limited to the terms and conditions stated within the proposal unless noted otherwise, and accepted by the Client and PE Services.

Client Authorization:

Accepted: _____ Date: _____
(Signature)

(Printed) Title: _____

Please return signed copy via fax, email or mail to PE Services.

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