

**RESOLUTION 21 – 39, 2021**  
**COLUMBIA TOWNSHIP, HAMILTON COUNTY, OHIO**

**ACCEPTING CONSTRUCTION PROPOSAL AND AWARDING CONTRACT TO A&A SAFETY FOR  
“PLAINVILLE RD. PEDESTRIAN CROSSWALK IMPROVEMENTS”;** **AUTHORIZING THE  
ADMINISTRATOR TO ENTER INTO A CONTRACT WITH A&A SAFETY;  
AND TO DECLARE AN EMERGENCY**

**WHEREAS**, Columbia Township solicited proposals to construct safety improvements to pedestrian crossings on Plainville Rd., and the Administrator recommends that the Board of Trustees accept the proposal from A & A Safety for \$20,020.15; and,

**WHEREAS**, the Township’s transportation safety engineer TEC studied pedestrian safety conditions along Plainville Rd. from Bramble Ave. to Murray Ave. in coordination with road owner Hamilton County Engineer. TEC designed improvements to the Grace crosswalk that include adding flashing safety lights and improving crosswalk striping at Grace and Cambridge, hereinafter known as the “Project”; and,

**WHEREAS**, the Board, 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 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 for the emergency is the Township must award the contract at the earliest possible time so the contractor can immediately order materials which are in short supply due to pandemic impacts and complete the project during the remaining construction season of good weather.

**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 accepts the proposal from A&A Safety; and further authorizes the Administrator to enter into a contract with A&A Safety in the amount of \$20,020.15.

Motion to accept Resolution made by: MR. KUBICKI

Seconded by: MR. LAMAR

**VOTE:**

<b>TRUSTEE</b>	<b>Voting</b>	<b>Signature</b>	<b>Date</b>
David Kubicki, President	<u>yes</u>	<u>[Signature]</u>	<u>8/27/21</u>
Brian Lamar, Vice President	<u>yes</u>	<u>[Signature]</u>	<u>8/27/21</u>
Susan Hughes, Trustee	<u>yes</u>	<u>[Signature]</u>	<u>8/27/21</u>

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ATTEST:

  
\_\_\_\_\_  
Caroline Heekin, Fiscal Officer

8/27/21

Passed this 27<sup>th</sup> day of August 2021



Cincinnati \* Dayton \* Cleveland

(513) 943-6100 (937) 912-9390 (216) 283-8040

ESTIMATING DEPARTMENT

<b>To:</b>	TEC Engineering, Inc.	<b>Contact:</b>	Ed Williams
<b>Address:</b>	7288 Central Parke Blvd. Mason, OH 45040	<b>Phone:</b>	
<b>Project Name:</b>	Plainville Road Pedestrian Crossing	<b>Bid Number:</b>	2021-3812
<b>Project Location:</b>	Plainville Road, Columbia Township, OH	<b>Bid Date:</b>	8/17/2021
<b>Addendum #:</b>	0		

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
<b>Base Bid</b>						
	625	GROUND ROD	2.000	EACH	\$460.00	\$920.00
	630	REMOVAL OF GROUND MOUNTED SIGN & DISPOSAL	2.000	EACH	\$30.00	\$60.00
	630	REMOVAL OF GROUND MOUNTED POST SUPPORT & DISPOSAL	1.000	EACH	\$35.00	\$35.00
	630	REMOVAL OF GROUND MOUNTED SIGN & REERECTION	2.000	EACH	\$175.00	\$350.00
	630	SIGNING, MISC.: SOLAR POWERED RECTANGULAR RAPID FLASHING BEACON (RRFB) SIGN ASSEMBLY	2.000	EACH	\$6,560.00	\$13,120.00
	644	STOP LINE, THERMO	33.000	LF	\$11.45	\$377.85
	644	CROSSWALK LINE, AS PER PLAN, THERMO	368.000	LF	\$9.45	\$3,477.60
	644	REMOVAL OF PAVEMENT MARKING	33.000	LF	\$50.90	\$1,679.70
<b>Total Price for above Base Bid Items:</b>						<b>\$20,020.15</b>

**Included Mobilizations**

630MobSign	Included Permanent Signing (630) Mobilization <i>Each Additional Mobilization \$500.00</i>	1.000	EACH	\$0.00	\$0.00
644MobTherm oHW	Included Handwork Thermoplastic (644) Mobilization <i>Each Additional Mobilization \$975.00</i>	1.000	EACH	\$0.00	\$0.00
MobPermWB	Included Removal By Water Blasting Mobilization <i>Each Additional Mobilization \$975.00</i>	1.000	EACH	\$0.00	\$0.00
<b>Total Price for above Included Mobilizations Items:</b>					<b>\$0.00</b>

**Total Bid Price: \$20,020.15**

**Notes:**

- THIS QUOTATION IS BASED ON A CONTRACT COMPLETION DATE OF UNKNOWN
- \*Worksite Traffic Supervisor Is NOT Included In Quote
- An Additional Move-In Will Be Charged:
  - \* When The Anticipated Work Can Not Be Completed Continuously, Or In Its Entirety With One Crew In A Single Shift Of Work, Through No Fault Of A&A Safety.
  - \* When The Actual Number Of Days And/Or Move-Ins Exceeds The Estimated Amount Quoted, For Any Type Of Construction Operation That Requires A&A Safety To Be On-Site To Perform Its Work.
  - \* When The Prime Contractor Fails To Notify A&A Safety That The Scheduled Work Has Been Cancelled.
  - \* When The Prime Contractor, Or Their Subcontractors, Fail To Provide An Unencumbered Roadway, Which Impedes A&A Safety's Ability To Perform Their Scheduled Work In An Efficient Manor.
- Regarding All Line Items Performed By A&A Safety: A&A Safety Must Sign Off On All Final Quantities.
- A&A Safety Is NOT Responsible For Logging Pavement Markings.
- A&A Safety Is NOT Responsible For The Cost To Layout The Locations Or To Schedule A Utility Locating Service For Any Of The Work Quoted Above That Does NOT Fall Under The Free State Provided Utilities Protection Services Laws.

- All Work Quoted Is Based On Adhering To ALL D.O.T. Or Owner's Specifications, As Well As, The Manufacturer's Recommendations For Proper Installation. If By Following These Requirements Causes The Project To Be Delayed; A&A Safety Will NOT Be Held Accountable Or Be Penalized, In Any Way, For A Delay Caused By Obeying These Proper Procedures And Guidelines. Also, If The Prime Contractor Or Project Owner Directs Or Requires A&A Safety To Perform Our Contractual Work Outside The Limits Of These Specifications/Recommendations For Proper Installation; A&A Safety Will NOT Guarantee Or Warranty The Work For Any Reason Or For Any Amount Of Time. In Addition, The Original Pricing That Is Under Contract Will Become Void And New Unit Pricing Will Have To Be Established Because Of The Inefficiencies Caused By Performing The Work In Conditions That Were Not Expected At Bid Time. A&A Safety Does NOT Have Any Control Over The Prime Contractor's Or Owner's Scheduling And Can Only Prudently Expect That All Work Quoted Will Be Performed Within The Limits Established By The Specifications Or Manufacture's Recommendations.
- All Items Of Work Quoted Above Are Based On Being Performed During A Normal 40 Hour Work Week. If A&A Safety Is Required To Perform The Quoted Work Above On Saturdays, Sundays Or On Any Recongnized Holiday; The Prime Contractor Will Be Billed For The Additional Expenses Incured By A&A Safety For Paying Overtime Or Holiday Pay To Our Employees, Per Our Union Agreements.
- If an item is listed for line removal in the proposal, it is A&A Safety's assumption that this is to include removal involved with items 642 and 644.
- As per the latest revision of ODOT Supplemental Specification 800, all removal of existing pavement markings is to be performed by WATER BLASTING.
- A&A Safety, Inc. Requires A 10-Day Notification For All Work Zone Pavement Markings, Permanent Striping, Thermo Striping And RPM's.
- A&A Safety, Inc. Adheres To Manufacturers' And ODOT Construction And Material Specifications Regarding Temp./Perm. Pavement Marking Installations (I.E. Paint, Thermoplastic, Tape, Barrier Reflectors, Raised Pavement Markers, Etc.). The Contractor Is Responsible For A Clean, Dry Surface With Appropriate Climate Conditions (I.E. Surface/Air Temperature, Dew Point, Etc.). Pricing Does Not Include Removal Of Curing Compound. It Is Not A&A Safety's Intent To Delay Or Impede The Contractor's Schedule. However, A&A Assumes No Liability For Public Safety Or "Non-Payment" Of Initial Or Subsequent Re-Installations. Line Item Prices Are Based On A&A Safety Being Awarded The Maintenance Of Traffic. Partial Items And/Or Quantities Are Subject To Re-Quote.
- The Above Proposal Does NOT Include Lights Requiring Electric Current (Luminaries Or Traffic Lights). It Does NOT Include Closures Which Are Erected & Removed On A Daily Basis, Flagmen, Flagging Operations Used On A Daily Basis, Police, Police Cars, Concrete Barrier, Concrete Median Removal Attenuators, Glare Screens, Safety Fence, Guardrail Or Nets. It Does NOT Included Removal Or Reinstallation Of Raised Pavement Markers Or Lines Not Included In An Item.
- A&A Safety Is Prepared To Mobilize Within Four (4) Weeks Of Receipt Of Written Contract Or Purchase Order.
- THIS QUOTATION DOES NOT INCLUDE THE COST FOR OHIO SALES TAX OR FOR THE COST OF A BID BOND. A&A Safety's Bond Rate Is \$7.20 Per \$1,000.00 With A \$250.00 Minimum. (NOTE: If The Contract Completion Date Will Or Does Exceed More That A Total Of 24 Months, A 1% Surcharge Of The Original Total Bond Amount Will Be Charged, PER MONTH, For Each Month Past The First 24 Months.
- A&A Safety, Inc. Does Not Discriminate On The Basis Of Race, Sex, Color, Age, National Origin, Disability Or Any Other Protected Status. It Is Anticipated That There May Be Contractors And/Or Subcontractors On This Project With Union Labor Agreements And Those Without Union Labor Agreements. A&A Safety Intends To Work In Harmony With Any And All Personnel On This Project Regardless Or Labor Union Affiliations Or Lack Thereof. This Information Is Provided To Avoid Any Misunderstandings Or Disputes Arising From The Contractor's Consideration Of A&A Safety's Quote For This Project.
- Prices Are Firm For 14 Days From Letting Date. Pricing Is Based On All Items As A Package Proposal. The Contractor Must Verify Unit Pricing If Requesting Partial Items And/Or Quantities.
- A&A Safety, Inc. IS NOT And WILL NOT Be Under Any Obligation To Help/Assist The Prime Contractor Or Any Subcontractor To Meet/Attain Their On The Job Training (OJT) Goals.
- Quote Based On Same Retention Condition Between General Contractor & Owner. A&A Safety Will Not Waive Our Lien Rights.
- **A&A Safety Will Do Everything We Can To Honor Our Pricing And To Meet All The Completion Dates For The Projects We Currently Have Under Contract, Or We Are Currently Quoting, But Unfortunately The Pavement Marking Manufactures Are Facing Unprecedented Shortages In Acquiring The Raw Materials They Need This Year. This Has Caused Our Suppliers To Miss Shipping Deadlines Or Just Flat Out Unable To Full Fill Our Current Orders With Them For Pavement Marking Materials And They Are Declaring Force Majeure With Most Of Their Clients. So, In Good Faith, We Will Continue To Honor Our Obligations With Our Customers But Under No Circumstance Will A&A Safety Be Responsible For Any Liquidated Damages Or For Any Other Form Of Restitution Resulting From This Industry Wide Shortage Of Pavement Marking Materials. We Will Endeavor To Find Other Practical Solutions For And With Our Clients To Find An Equitable Solution For This Nation-Wide Shortage.**

**Payment Terms:**

Prompt payment law requires Contractors to pay lower tier subcontractors or suppliers that portion of the payment to the Contractor that represents the work done by the Contractor or supplies provided by the Supplier, minus Retainage, with ten (10) days of receiving payment for the lower tier subcontractor's work. Ohio Rev. Code 4113.61.

<p><b>ACCEPTED:</b> The above prices, specifications and conditions are satisfactory and hereby accepted.</p> <p>Buyer: <u>Columbia Township (HART) OR</u></p> <p>Signature: <u>William Taylor</u></p> <p>Date of Acceptance: <u>Aug 27 2021</u></p>	<p><b>CONFIRMED:</b> <b>A&amp;A Safety</b></p> <p>Authorized Signature: _____</p> <p>Estimator: Estimator (513) 943-6100 estimating@asafetyinc.com</p>
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