

VILLAGE OF GEORGETOWN, OHIO

RESOLUTION 1234

A RESOLUTION ACCEPTING THE BID OF PERKINS/CARMACK FOR THE FIRE DEPARTMENT RENOVATIONS PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH PERKINS CARMACK TO CONDUCT THE RENOVATIONS

WHEREAS, the Village of Georgetown (the “Village”) seeks to undertake certain renovations to the Fire Department in order to create individual sleeping areas with ventilation in order to promote social distancing and provide a safer area for the first responders to sleep isolated from others and to lessen the fear of exposure to COVID-19 to others; and

WHEREAS, the Project was not included as an expenditure in the 2020 Village budget, but is necessary in order to address concerns related to the ongoing pandemic associated with COVID-19; and

WHEREAS, the Village publicly advertised for the Fire Department Office and Living Area Renovations (the “Project”) and received public bids on October 22, 2020; and

WHEREAS, the lowest and best bidder has been determined to be Perkins/Carmack at \$134,300; and

WHEREAS, the Village’s architectural firm for the project, North Shore Design, LLC, has reviewed the bids and recommends awarding the bid to Perkins/Carmack.

BE IT RESOLVED, By the council of the Village of Georgetown, Brown County, Ohio, a majority or more of all members thereof concurring as follows:

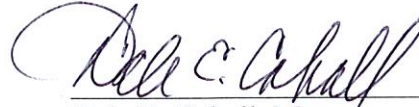
SECTION 1: Council hereby determines that the lowest and best bidder for the Fire Department Office and Living Area Renovations Project is Perkins/Carmack whose bid is \$134,300.

SECTION 2: The Mayor is authorized to enter into and execute an agreement with Perkins/Carmack in the amount of \$134,300 for the Village of Georgetown Fire Department Renovations Project. A copy of the Agreement is attached as Exhibit A and incorporated herein by reference.

SECTIONS 3: That the Council hereby finds and determines that all formal actions relative to the passage of this Resolution were taken in an open meeting of the Council, and that all deliberations of this Council and of its Committees, if any, which resulted in formal action, were taken in meetings open to the public, in full compliance with applicable legal requirements, including section 121.22 of the Ohio Revised Code.


SECTION 4: This Resolution shall be in full force and effect from and after the earliest date allowed by law.

Passed and adopted at a legally convened meeting of Council held on the 5th day of November, 2020.



Dale E. Cahall, Mayor

ATTEST:



Natalie K.R. Newberry, Fiscal Officer



11/03/20

Mr. Tyler Thompson
Village Administrator
301 South Main Street
Georgetown, Ohio 45121

Subject: **Village of Georgetown
Fire Department Office & Living Area Renovations**

Dear Mr. Thompson:

We have reviewed the public bids received on 10/22/20 for the subject project. Below is a summary of the bid amounts:

Perkins/Carmack	\$134,300.00
Distel Construction	\$135,775.00
Leo J. Brielmaier	\$141,100.00
Kramer & Feldman	\$146,574.24
Tritonservices	\$149,880.00
OKI Interiors	\$247,786.00

After performing a breakdown of costs and analyzing the bid packages received from the general contractors above, we have determined that Perkins/Carmack is the lowest qualified bidder for the Georgetown Fire Station Renovation. On 10/29/20, we submitted several questions to Perkins/Carmack for review and comment. The responses we received on 10/30/20, demonstrate that Perkins/Carmack has adequately planned for the scope of construction services required for the project. We also received feedback from another architect who recommended Perkins/Carmack, based on their experience working on past projects.

In Summary, North Shore Design recommends that the Village of Georgetown award the Fire Station Renovation Project to Perkins/Carmack. If the Village decides to award the project as recommended, the Village should send a Notice of Award to Perkins/Carmack and request a draft of the construction contract Perkins/Carmack intends to use. The legal counsel for the Village will need to review and approve the construction contract, prior to execution and start of work.

Sincerely,

Larry Hatfield, AIA
Owner/Principal
North Shore Design LLC,

VILLAGE OF GEORGETOWN, OHIO

**CONTRACT FOR VILLAGE OF GEORGETOWN
FIRE DEPARTMENT OFFICE AND LIVING AREA
RENOVATIONS**

Perkins / Carmack Construction, LLC

THIS AGREEMENT is made and entered into this 5th day of November, 2020, by and between the Village of Georgetown, Ohio, 301 South Main Street, Georgetown, Ohio 45121, hereinafter referred to as "**Village**" and Perkins / Carmack Construction, LLC, whose business address is 6005 Meijer Drive, Milford, Ohio 45150 hereinafter referred to as "**Contractor**".

WHEREAS, the Village of Georgetown desires to contract for the construction of the Village of Georgetown Fire Department Office and Living Area Renovations, located at 850 Mount Orab Pike, Georgetown, Ohio 45121 and has pursuant to the Ohio Revised Code submitted the Specifications therefore for public bid and has received bids and previously determined that the bid response of the Contractor is the lowest and best bid; and

WHEREAS, the Contractor, is a company recognized and experienced in providing the items described in the specification.

NOW, THEREFORE, in consideration of the payment to be made by the Village of Georgetown to the Contractor and of the mutual covenants and promises contained herein the parties hereto agree as follows:

1. Contractor shall provide, at its own proper cost and expense, all necessary materials, labor and equipment of every description necessary to construct and carry out the improvements in good, firm, timely and substantial manner in accordance with the surveys, plats, plans, cross-sections and profiles and specifications on file in the office of the Village of Georgetown, in accordance with the specifications and conditions hereinbefore and hereinafter set forth, and as specified in its bid dated 10/22, 2020, and attached hereto and incorporated herein by reference.
2. Contractor shall comply with all the terms and conditions of the Contract documents contained in the bid specifications which are likewise incorporated herein as if same were fully rewritten.

3. Contractor shall provide evidence of and maintain throughout the term of this agreement the following insurance coverage:
 - a. Workers' Compensation Insurance in accordance with the laws of the State of Ohio for all personnel and covering all sites subject to this contract. The Contractor and its Surety agree to defend and indemnify the Village of Georgetown against liability and loss by reason of the breach of the obligation of this paragraph. This paragraph shall be equally binding upon each sub-contractor whose performance is warranted by the Contractor. The Village of Georgetown may require the Contractor, as a condition of permitting the beginning or continuance of work, to demonstrate a current Certificate of Compliance issued by the Industrial Commission of Ohio.
 - b. Certificate of Insurance covering Public Liability Insurance in an amount not less than \$2,000,000 per occurrence and aggregate for bodily injury, including accidental death, to any one person, and in an amount not less than \$2,000,000 on account of any one occurrence, and will require an endorsement defining occurrence as the defective work of the Contractor and/or any subcontractor, and Property Damage Insurance in an amount not less than \$2,000,000 per occurrence and aggregate. Such insurance shall remain in full force and effect during the life of the contract. Insurance may not be changed or canceled unless the insured and the Village of Georgetown is notified in writing not less than thirty days prior to such change or cancellation. If any part of the contract is sublet, the Contractor is responsible for the part sublet being adequately covered by the insurance herein above described.
 - c. Certificate of Insurance covering Builder's Risk Insurance in an amount not less than the value of the Work completed and materials stored. The insurance shall cover portions of the Work stored off-site, and portions of the Work in transit. Such insurance shall remain in full force and effect during the life of the contract. Insurance may not be changed or canceled unless the insured and the Village of Georgetown is notified in writing not less than thirty days prior to such change or cancellation. If any part of the contract is sublet, the Contractor is responsible for the part sublet being adequately covered by the insurance herein above described.
4. Village of Georgetown hereby agrees and promises to pay to the Contractor the total amount of \$ 134,300.00. Contractor agrees that this compensation shall be full and complete compensation and shall reflect and be inclusive of any risk of delay from all

causes whatever, shall further include all transportation and all other work, tools, equipment, and expenses of whatsoever nature necessary or incidental to the performance, completion of the work specified herein.

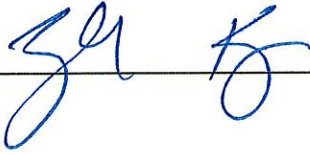
5. In case of default by the Contractor in any of the provisions of the contract, the Village of Georgetown may procure the articles from other sources and hold the Contractor responsible for any excess cost incurred thereby.
6. (Omitted)
7. Contractor hereby agrees to indemnify and hold the Village of Georgetown harmless from any claims, demands or losses of any type or nature to any person, bidder or corporation arising in any manner from the contractor's performance or failure to perform the work required under this contract and shall pay any judgment or liability obtained or growing out of said claims, liabilities or judgments, including reasonable attorney's fees and costs.
8. This Contract shall be governed in accordance with the laws of the State of Ohio.
9. This Contract shall become effective upon execution and services of the Contractor commenced on the receipt of a notice to proceed from the Village of Georgetown and shall be in full force and effect from commencement through completion of this Contract.
10. During the performance of this Contract, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contract. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination

clause. The Contractor, in solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

11. A drug-free workplace will be maintained by Contractor. During the performance of this Contract, the Contractor agrees to provide a drug-free workplace, to post in conspicuous places available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; to state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; to assure that these provisions are binding upon each subcontractor or vendor. "Drug-free workplace" means the site for the performance of work done in connection with the Contract.
12. This Contract contains all the Agreements and representations between the parties and no modification, expressed or implied, shall be effective unless agreed in writing and executed by the parties hereto.
13. The Village may terminate the Contract for the Village's convenience at any time. The Contractor will be compensated for added expense not including anticipated profits for termination of the Contract for the convenience of the Village. This section is subject to the provisions of 5525.14, ORC.
14. The delivery of a signed copy of this contract by Facsimile Transmission (fax) or by e-mail transmission in Portable Digital Format (pdf) shall constitute effective execution and delivery of this contract as to the parties; and will create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such fax or pdf signature page were an original agreement. Signatures of the parties to this contract transmitted by facsimile or PDF will be deemed to be their original signatures for all purposes.

IN WITNESS WHEREOF, the parties have hereunto caused this Contract to be executed by their representatives on this 5th day of November, 2020, with the intent to be legally bound thereby.

WITNESS:




CONTRACTOR:

Name: 

Title: Managing Partner

Date: November 5, 2020

ATTEST:


(Name) Tygo Thompson

11/5/20
(Date)

VILLAGE OF GEORGETOWN, OHIO

Debra E. Cahill
(Name) 

Mayor
(Title)

Nov. 5, 2020
(Date)