



Public Buildings & Parks Committee Agenda **May 29, 2024 at 4:00 PM**

Public Buildings & Parks **Committee**

Keely Paul, Chair
Ben Hunt
Adam Frankel

Staff Liaison

Scot Lahrmer, Village Manager
Chris Fritsch, Zoning and Project
Administrator

MINUTES

1. Approval of minutes: February 1, 2024

TOPICS OF DISCUSSION

1. Replacement of the Municipal Building roof

ADJOURNMENT

Amberley Village Council

Public Buildings & Parks Committee -- Meeting Minutes

February 1, 2024 at 4:00pm



Attendance

Committee

Keely Paul, Chair

Ben Hunt

Adam Frankel

Staff Liaisons

Scot Lahrmer, Village Manager

Chris Fritsch, Zoning and Project Administrator

Prior Minutes

The minutes from the previous meeting on December 6 were unanimously accepted.

Handouts

Agenda and past Meeting Minutes

HVAC bid from Bachman's HVAC

Topline Summary of Public Buildings and Parks Projects – Current and Future

AV Legislative Agenda 2023-24

HVAC Replacement – Municipal Building

The final of the three original (2000) HVAC units on the Municipal Building roof needs to be replaced. This unit is more than 20 years old and had a \$4K repair in 2023.

We reviewed the \$31K bid from Bachman HVAC. Please note the installation will require a crane.

Adam motioned to approve the Bachman bid. Ben seconded. The motion passed unanimously.

New Business

Discussed the upcoming need for a new Municipal Building roof – estimated at \$112K

Old Business

Prairie

Planted in Fall 2023

Will need 3 years to fully develop, in 2024 it needs to be mown each time it gets to 18"

Ball Courts Condition

Need to be dug up, probably a \$100K project

Grant Funding hard to secure because it is gated, and we charge for access

Greff Fields

Improvements, including regrading, are scheduled to be done before baseball starts

Follow Ups

Ball Courts update needs to be budgeted

Municipal Building roof needs to be budgeted

Adjourned

4:07 PM

Prepared by: Keely Paul, Committee Chair

DRAFT

PASSED:
BY:

RESOLUTION NO. 2024-##

AUTHORIZING MEMBERSHIP IN THE OHIO PURCHASING COUNCIL OF
GOVERNMENTS

WHEREAS, Chapter 167 of the Ohio Revised Code permits various governmental entities to form a regional council of governments to, among other things, address problems common to members of the regional council of governments; and

WHEREAS, the purpose of The Ohio Purchasing Council (the “COG”) is, among others, to undertake such functions and duties as are permitted by Chapter 167 of the Ohio Revised Code, and the statutory and legal authorities of its members; and

WHEREAS, this purpose is pursued through the combined efforts of the members of the COG; and

WHEREAS, the Board of Trustees may more effectively and efficiently provide necessary programs and services by becoming a member of the COG.

NOW, THEREFORE, BE IT RESOLVED BY THE Council of Amberley Village, State of Ohio, seven (7) members elected thereto concurring,

SECTION 1: The Board hereby authorizes its President or Treasurer to join The Ohio Purchasing Council.

SECTION 2: This Board hereby finds and determines that all formal actions relative to the adoption of this resolution were taken in an open meeting of this Board; and that all deliberations of this Board 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 3: This Resolution shall be in full force and effect from and immediately after its adoption.

Passed this ____ day of ____, 2024.

Bob Rosen, Mayor

Attest:

Tammy Reasoner, Clerk of Council

Resolution Vote:

Moved: Hunt Second: Wood

I, Clerk of Council of Amberley Village, Ohio, certify that on the ____ day of May 2024, the foregoing Resolution was published pursuant to Article IX of the Home Rule Charter by posting true copies of said Resolution at all of the places of public notice as designated by Sec. 31.40(B), Code of Ordinances.

Tammy Reasoner, Clerk of Council

*PROPRIETARY AND CONFIDENTIAL PROPERTY OF Prodigy Building Solutions, LLC
DISTRIBUTION TO OTHER THAN THE NAMED RECIPIENT IS PROHIBITED*

Prepared For:

Mr. Chris Fritsch
Amberley Village of Hamilton County
7149 Ridge Ave.
Cincinnati, OH 45237

Date: April 19, 2024**Job Name:** Amberley Police Department Roofing 2024**Delivery Terms:** Freight Allowed and Prepaid - F.O.B. Jobsite**Procurement Contract:** TOP-C Unit Price Contract 2021-06-001b

PROPOSAL SCOPE OF WORK

Project Address

Amberley Police Department
7149 Ridge Ave.
Cincinnati, OH 45237

Scope Overview

Reroof sections 1 & 2 of the Amberly Village Municipal Building with new Carlisle ½" SecureShield HD and 75-mil Reinforced EPDM. Provide a 30-year, edge to edge, NDL warranty. Reline gutters with new 60-mil Carlisle EPDM.

Scope Details

Amberly Municipal Building Roof Sections 1 & 2:

- Removal and reinstallation of lightning protection per UL standards
- Install Carlisle ½" SecureShield HD polyiso insulation boards; mechanically fastened
- Install Carlisle 75-mil Reinforced EPDM
- Remove existing metal coping caps
- Remove existing metal wall flashings
- Install new Carlisle SecurEdge 4000 cleated edge metal
- Install new surface mount wall counterflashing
- Provide new disconnect stands
- Install new premade pipe boots at pipe penetrations
- Install walkway pads at walk-off points and around serviceable equipment
- All details to be per Carlisle 30-year details
- Provide a 30-year, edge to edge, No Dollar Limit warranty with 32 hours of included annual puncture protection

Amberly Municipal Building Gutters (highlighted red):

- Install new Carlisle 60-mil EPDM; adhered with Carlisle Cav-Grip III





Scope Clarifications

- Hazardous Material identification, abatement and/or removal are excluded from this scope of work
- Payment and Performance Bonds are excluded
- Permits are included, if needed
- The below pricing does not include sales tax
- Necessary mechanical work including but not limited to raising 4 condensing units, relocating and insulating refrigerant piping, electrical and control wiring, and startup is excluded
- Any scope/service not listed is not included
- This proposal is valid for five days from the proposal date due to changing material costs – due to a volatile market in material pricing, please verify pricing after five days
- This Agreement is subject to Prodigy Building Solutions, LLC Standard Terms and Conditions, attached herein

Payment Terms

The project cost is \$151,216.00 for services described in this Agreement. Customer agrees to pay Prodigy Building Solutions, LLC within 15 days of receipt of invoices. The project will be invoiced as a percentage of project completion, with invoices expected upon material delivery (to crane yard, customer's site, or temporary storage) and monthly upon installation completed in the previous month.

IN WITNESS WHEREOF, the CUSTOMER and SERVICE PROVIDER have executed these Terms as of the last date written below.

CUSTOMER: Amberley Village of Hamilton County

SERVICE PROVIDER: Prodigy Building Solutions, LLC

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PRODIGY BUILDING SOLUTIONS, LLC STANDARD TERMS AND CONDITIONS

The following Standard Terms and Conditions ("Terms") shall apply to all of the situations in which Prodigy Building Solutions, LLC ("Service Provider") is selling equipment or providing services to Amberley Village of Hamilton County ("Customer"). Collectively, Service Provider and Customer are referred to as "Parties" and individually as "Party."

1. Customer retains Service Provider to provide the Services and Equipment as set forth in **Proposal Scope of Work** above and as set forth by the Parties in any mutually agreed upon statements of work.
2. Payment is due from Customer as set forth in **Payment Terms** above. Conditional credit may be extended by Service Provider, in its sole discretion, to Customer upon commercially reasonable proof of creditworthiness. It is Customer's responsibility to provide any applicable sales tax exemption certificates to Service Provider.
3. Customer agrees to provide reasonable access to the worksite. The Parties shall establish a mutually agreed upon installation schedule after Equipment is ordered and lead time is provided to Service Provider by its suppliers.
4. Service Provider is not responsible for the testing of, documentation of or removal of any hazardous or toxic materials from the worksite.
5. Service Provider may suspend or terminate its performance if Customer fails to perform under the Terms and Customer does not cure such failure to Service Provider's satisfaction within a period of 10 days after receipt of written notice from Service Provider.
6. With regard to any equipment, parts, hardware or accessories purchased or licensed by Service Provider from third-party manufacturers or licensors, Service Provider will assign all the original manufacturer's or licensor's warranties, to the extent permitted by law, to Customer. Customer shall be solely responsible for complying with the applicable terms and conditions, restrictions and limitations, usage instructions and safety warnings related to such items. Service Provider will not permit or cause the work to be performed in such a way that will invalidate any manufacturer's warranty.
7. Customer makes the following representations, warranties and covenants, as applicable: (1) Customer is an Ohio political subdivision duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization and has the full power and authority to execute and deliver the Terms and to perform its obligations under these Terms; (2) Customer will give clear briefings and ensure that all the facts, information, intellectual property, materials, and documents provided by Customer are accurate, timely, non-infringing and in good condition; (3) Customer is solely responsible for any modifications to the Equipment and Services, or integration thereof with other equipment, products and systems made by any party other than Service Provider and (4) Customer will ensure that its employees and agents utilize all guards, mechanical, electronic and electrical safety systems, warning signs and other safety procedures and devices that are provided with, or are recommended to be used in conjunction with, the Equipment and will not disconnect, disassemble or use the Equipment without the same.
8. Customer is solely responsible for any modifications to or the integration of the Equipment and the Services with other equipment, products, and systems made by any party other than Service Provider.
9. To assist in Prodigy Building Solutions, LLC's tax compliance, upon final acceptance of the Scope of Work, the Contracting Officer or Authorized Representative of the owner of the building agrees to execute any documents related to Section 179D of the Internal Revenue Code. Customer hereby acknowledges Prodigy Building Solutions, LLC is the primary designer for the Project at a Government Owned building. Prodigy Building Solutions, LLC intends on taking a tax deduction, not to exceed \$5 per square foot, for work done in this Agreement, and both parties agree no additional signoffs will be required. Service Provider will be responsible for preparing all documents, all accompanying documentation and the contents therein. Prodigy Building Solutions, LLC will be designated the sole Section 179D beneficiary. Upon substantial completion of the project, Customer agrees to examine the allocation documents related to the Project and an authorized Customer representative will declare the project is completed.
10. **EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN, SERVICE PROVIDER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, AND HEREBY DISCLAIMS ALL OTHER WARRANTIES. THE WARRANTIES CONTAINED HEREIN ARE EXCLUSIVE AND GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES PROVIDED IN THE UNIFORM COMMERCIAL CODE AND INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF PRODUCT LIABILITY, INTELLECTUAL PROPERTY INFRINGEMENT, MERCHANTABILITY, QUALITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. No guarantee has been made by the Service Provider regarding the performance of the installed equipment, including, but not limited to, energy**

savings or equipment life. Notwithstanding the foregoing, Service Provider warrants that the work will be performed with the ordinary care and skill exercised in the industry.

- 11. UNDER NO CIRCUMSTANCES SHALL SERVICE PROVIDER BE LIABLE FOR ANY PUNITIVE, SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR LOSSES INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOST REVENUES, LOSS OF GOODWILL, USE, DATA OR LOST OPPORTUNITIES ARISING UNDER OR IN CONNECTION WITH THE EQUIPMENT AND SERVICES, EVEN IF THE POSSIBILITY OF ANY SUCH DAMAGE OR LOSS IS KNOWN OR APPARENT TO SERVICE PROVIDER. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, SERVICE PROVIDER'S MAXIMUM AGGREGATE LIABILITY ARISING FROM OR RELATED TO THE EQUIPMENT AND SERVICES SHALL NOT EXCEED \$2,000,000 WITH RESPECT TO EQUIPMENT OR SERVICES GIVING RISE TO THE CLAIM.**
- 12.** These Terms set forth the entire agreement of the Parties with respect to the subject matter hereof. Any and all previous agreements and understandings between the Parties regarding the subject matter hereof, whether written or oral, are superseded by these Terms. The Services and the rights, duties and obligations under the Terms may not be assigned by Customer without the prior written consent of Service Provider. These Terms shall inure to the benefit of and be binding upon the parties and their respective successors and authorized assigns. These Terms shall be governed by and interpreted and enforced in accordance with the laws of the State of Ohio, without regard to any principle of conflicts of law which would apply the laws of another jurisdiction. Any legal suit, action or proceeding arising out of or related to the Terms, Equipment, or the Services shall be instituted in the courts of the State of Ohio, in each case, applicable to Hamilton County, and each Party irrevocably submits to the exclusive jurisdiction and venue of such courts in such suit, action or proceedings.
- 13.** The Parties intend that these Terms shall exclusively control the relationship of the parties with respect to the Equipment and Services. In the event of any inconsistency between any quotation, purchase order, acknowledgement, invoice or acceptance form and these Terms, these Terms shall control and shall be binding on the Parties. The Parties hereto have agreed and it is their intent that the battle of the forms section of UCC § 2-207 (O.R.C. § 1302.10) shall not apply.
- 14.** Service Provider shall not be responsible for failure to perform under the Terms or liable to Customer for any loss or damage due to causes beyond its reasonable control including, but not limited to, any of the following events: acts of God, fires, civil disobedience, war, acts of terrorism, riots, strikes, work stoppages, labor disputes, floods, delays caused by the other Party, delays caused by third-parties, changes in laws or other governmental requirements, unforeseeable local conditions, or shortages of labor or materials.
- 15.** Service Provider is an independent Service Provider and is not to be deemed an employee of Customer or to be entitled to any benefits of employment offered by Customer to its employees.



4058 Clough Woods Drive
Batavia, Ohio 45103
Phone: 513-943-5300
Fax: 513-943-5310
OH Lic. #16857
KY Lic. #M02378

April 10, 2024

Christopher D. Fritsch
Amberley Village
7149 Ridge Rd
Cincinnati OH 45237

RE: Multiple condenser moves and reinstall

Dear Mr. Fritsch:

I am pleased to provide a proposal for the removal and reinstallation at 7149 Ridge Rd. Bachman's Inc. specializes in commercial and industrial applications and provides outstanding design/build construction and cost-effective pricing for our clients. We've been a family-owned business for over 68 years and take great pride in satisfying our customers' needs—on time and on budget.

We shall provide the following labor and material:

- Raise (4) condensing units and block up for the roofer to extend the equipment rails to 8" above the roof
- Remove refrigerant piping to condensing units for roofer to replace (4) dog houses
- Reconnect/extend refrigerant piping thru the top of the doghouse
- Include evacuation of system and pressure test/recharge
- Reinsulate all exterior refrigerant lines
- Remove electrical and control wiring to condensing units for roofer to replace (4) dog houses
- Reconnect/extend electrical and control wiring piping thru the top of the doghouse
- Start-up, freight, 30-day warranty on work completed by Bachmans, and all applicable tax for a total price of **\$10,690.00**.

Excluded

- Permits
- Prodigy will resupport the existing disconnects and install roof stands

Quotations are subject to acceptance within 30 days from the above date. Terms net 30 days. We will need 30% deposit and balance due after installation is complete. We appreciate this opportunity to quote. If there are any questions, please feel free to contact me.

Respectfully,


Kyle Joyce
Project Sales**ACCEPTANCE:**

Authorized Signature: _____ Title: _____

Date: _____ P.O. No.: _____

Terms and Conditions

- 1) Invoices are due upon receipt and rendered as labor and material progress on the job. Late payment will incur a charge of 1.5% per month and 18% annually shall be added to the unpaid past due balance after 30 days.
- 2) All designs, engineering, plans, specifications, processes and the like are confidential and proprietary information of Bachman's Inc. The recipient of any proprietary information agrees to: (A) maintain the confidentiality of the information; (B) not disclose the information to anyone else without written permission of Bachman's Inc.; and (C) not use the information for any purpose other than permitted uses contemplated under this proposal/agreement.
- 3) All work to be provided under this proposal will be performed during normal business hours Monday through Friday 7:30 AM – 4:00 PM; unless specifically noted elsewhere in this proposal.
- 4) This proposal is subject to revision if not accepted within 30 days following the date written.
- 5) If during the performance of the work as proposed; the price of steel, copper, or other commodity and as a result the cost of equipment and/or other components also increase more than the price at the time of the contract; Bachman's Inc. will absorb and pay the additional cost up to and including and additional 10%. If these increases exceed 10% the owner and contractor agrees to absorb and pay for that portion over 10%.
- 6) Change orders and/or extra work request shall be executed upon written authorization from the owner, GC, or CM.
- 7) All exterior gas piping from street to house gas meter is the responsibility of the owner or general contractor. The owner or general contractor must contact local utility to provide engineer approved design and plans for exterior gas piping. The owner or general contractor must arrange for the installation of exterior gas piping at their own expense
- 8) Removal of asbestos/lead or any other hazardous material is by owner or G.C.
- 9) Due to the current pandemic, possible developments associated with the COVID-19 virus, and/or future outbreaks, this proposal is expressly conditioned upon the negotiation of agreed language in the contract documents to address the following discrete issues to the extent related to the pandemic and/or COVID-19 virus: 1) potential impacts to our performance; 2) delays in the delivery of equipment and materials; 3) rights to terminate or suspend performance as a result of adverse developments involving reduced availability or unavailability of labor, equipment and/or materials; 4) rights to terminate or suspend performance as a result of actions and/or orders of federal, state and/or local government and/or governmental agencies; 5) any other factors related to the pandemic which may materially impede the abilities of the Parties to timely and/or properly meet their contractual obligations; and, 6) adjustments to our contract amount and/or time, and termination rights, associated with any of the above issues.