

MILFORD EXEMPTED VILLAGE SCHOOL DISTRICT
BUILDING AND GROUNDS AGENDA
March 10, 2023

1. **February Minutes Approval** -

2. **Auditorium**- See attached recommendation for award and bid results.

3. **Sinkhole**- Waiting on quote to repair.

4. **NEST**- Construction documents were submitted to Conger by SHP on 3/6.

5. **Temporary Locker Rooms**- Quote for temporary locker rooms is attached.

6. **Middle School**- DD documents were submitted to Conger by SHP on 3/6. Estimating the current design is ongoing. The DD estimate is due by Conger on 4/3.
 - a. Groundbreaking will be 4/20/23 at 4:30.

7. **Scoreboard** - Quote for new scoreboard is attached. This is all inclusive with the exception of electric to the new location.

8. **BWC Settlement**- See attached BWC settlement with Kelli Rogers.



312 PLUM STREET, SUITE 700
CINCINNATI, OH 45202
513.381.2112

March 7, 2023

Mr. Jeff Johnson, Director of Facilities
Milford Exempted Village School District
1099 OH-131
Milford, Ohio 45150

Re: Milford HS Auditorium Renovation
Letter of Recommendation
Comm. No 2022034.04

Mr. Johnson:

On Tuesday, February 28, 2023, bids were received for the Milford HS Auditorium Renovation. The bid Tabulation for the bids received is attached hereto for your use.

Based upon review and analysis of the bids, as well as an interview with Kramer & Feldman, Inc., we recommend award of the following contract:

| <u>Description</u> | <u>Bidder</u> | <u>Description</u> | <u>Bid Amount</u> |
|-------------------------------------|------------------|--------------------|--------------------|
| Base Bid | Kramer & Feldman | General Contractor | \$1,790,000 |
| Alternate #1: Orchestra Pit | | | \$88,000 |
| Alternate #2: Storage Room Painting | | | \$6,050 |
| Total Award | | | \$1,884,050 |

Please contact me after your board meeting, so that I can issue a Notice to Proceed and move forward with preparing contracts.

Sincerely,

SHP

Charlie Jahnigen, AIA, LEED AP
Vice President, Architecture

cc: Mary King, SHP





BRANCH AD8
1451 STATE ROUTE 28 LOT 2B
LOVELAND OH 45140-6082
513-722-8220

216590926

Job Site MILFORD SCHOOLS
5735 WOLFPEN PLEASANT HILL RD
MILFORD OH 45150-2594
Office: 513-576-4157 **Cell:** 513-576-4157

Customer # : 6152408
Quote Date : 02/27/23
Estimated Out : 04/03/23 05:00 PM
Estimated In : 12/11/23 05:00 PM
UR Job Loc : 5735 WOLFPEN PLEASAN
UR Job # : 2
Customer Job ID:
P.O. # : TBD
Ordered By : JEFF JOHNSON
Written By : REUBEN ROUSH
Salesperson : REUBEN ROUSH

**This is not an invoice
Please do not pay from this document**

MILFORD SCHOOLS
1099 STATE ROUTE 131
MILFORD OH 45150-4801

| RENTAL ITEMS: | | | | | | | |
|---------------|-----------|--|---------|-----|------|--------|----------------|
| Qty | Equipment | Description | Minimum | Day | Week | 4 Week | Estimated Amt. |
| 2 | 9220100 | OFFICE TRAILER 12X60 NO RR OPEN WIDE 12X60 TRAILER. | | | | 910.00 | 16,380.00 |
| 2 | 923/1010 | MODULAR BLDG RAMPS MAX 38 INCH, TO THRESHOLD | | | | 605.00 | 10,890.00 |

Rental Subtotal: 27,270.00

SALES/MISCELLANEOUS ITEMS:

| Qty | Item | Price | Unit of Measure | Extended Amt. |
|----------------------|--|--------------------------|-----------------|---------------|
| 1 | SETUP INSTALL AND DELIVERY OF RAMPS | [SETUP/MCI] 2160.000 | EACH | 2,160.00 |
| 1 | TEAR DOWN TEARDOWN OF RAMPS | [TEAR DOWN/MCI] 1350.000 | EACH | 1,350.00 |
| 2 | SETUP INSTALL OF VINLY SKIRTING | [SETUP/MCI] 2200.000 | EACH | 4,400.00 |
| 1 | SETUP BLOCK AND LEVEL AND ANCHOR OF (2) 12X60 TRAILER'S - ON ABS PADS. INCLUDES 12 PIERS + 12 AUGER ANCHORS PER BUILDING | [SETUP/MCI] 3640.000 | EACH | 3,640.00 |
| 1 | TEAR DOWN REMOVAL AND DISPOSAL OF VINYL SKIRTING | [TEAR DOWN/MCI] 864.000 | EACH | 864.00 |
| 1 | TEAR DOWN TEARDOWN OF TRAILER AND REMOVAL OF ANCHORS | [TEAR DOWN/MCI] 3200.000 | EACH | 3,200.00 |
| 1 | ENVIRONMENTAL SERVICE CHARGE | [ENV/MCI] | EACH | N/C |
| 1 | DELIVERY CHARGE | 680.000 | EACH | 680.00 |
| 1 | PICKUP CHARGE | 680.000 | EACH | 680.00 |
| Sales/Misc Subtotal: | | | | 16,974.00 |
| Agreement Subtotal: | | | | 44,244.00 |
| Tax: | | | | 2,986.48 |
| Estimated Total: | | | | 47,230.48 |

COMMENTS/NOTES:

CONTACT: JEFF JOHNSON
CELL#: 513-576-4157

This proposal may be withdrawn if not accepted within 30 days. The above referenced Rental Protection Plan, environmental, and tax charges are estimates and are subject to change.

NOTICE: This is not a rental agreement. The rental of equipment and any items listed above is subject to availability and subject to the terms and conditions of the Rental and Service Agreement, which are available at <https://www.unitedrentals.com/legal/rental-service-terms-US> and which are incorporated herein by reference. A COPY OF THE RENTAL AND SERVICE AGREEMENT TERMS ARE AVAILABLE IN PAPER FORM UPON REQUEST.

BRANCH AD8
1451 STATE ROUTE 28 LOT 2B
LOVELAND OH 45140-6082
513-722-8220

216663728

Job Site MILFORD SCHOOLS
5735 WOLF PEN PLEASANT HILL RD
MILFORD OH 45150-2594

Office: 513-576-4157 **Cell:** 513-576-4157

Customer # : 6152408
Quote Date : 03/01/23
Estimated Out : 04/03/23 10:00 AM
Estimated In : 12/11/23 10:00 AM
UR Job Loc : 5735 WOLF PEN PLEASAN
UR Job # : 2
Customer Job ID:
P.O. # : TBD
Ordered By : JEFF JOHNSON
Written By : REUBEN ROUSH
Salesperson : REUBEN ROUSH

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MILFORD SCHOOLS
1099 STATE ROUTE 131
MILFORD OH 45150-4801

| RENTAL ITEMS: | | | | | | | |
|----------------------------|------------------------------|---|-----------------|----------|-----------------|----------------------|----------------|
| Qty | Equipment | Description | Minimum | Day | Week | 4 Week | Estimated Amt. |
| 2 | 9220100 | OFFICE TRAILER 12X60 NO RR OPEN WIDE 12X60 TRAILER | | | | 910.00 | 16,380.00 |
| 1 | 923/1010 | MODULAR BLDG RAMPS RAMP FOR TRAILERS | | | | 605.00 | 5,445.00 |
| | | | | | | Rental Subtotal: | 21,825.00 |
| SALES/MISCELLANEOUS ITEMS: | | | | | | | |
| Qty | Item | | Price | | Unit of Measure | | Extended Amt. |
| 1 | SETUP | INSTALL OF RAMP FOR 12X60 TRAILERS. INCLUDES LANDING BETWEEN ONE DOOR ON EACH BUILDING. | [SETUP/MCI] | 1350.000 | EACH | | 1,350.00 |
| 1 | TEAR DOWN | TEARDOWN OF RAMP, AND LANDINGS. | [TEAR DOWN/MCI] | 1015.000 | EACH | | 1,015.00 |
| 1 | SETUP | INSTALL OF VINYL SKIRTING | [SETUP/MCI] | 2200.000 | EACH | | 2,200.00 |
| 1 | SETUP | BLOCK AND LEVEL AND ANCHOR OF (2) 12X60 TRAILERS - ON ABS PADS. INCLUDES 12 PIERS + 12 AUGER ANCHORS PER BUILDING | [SETUP/MCI] | 3640.000 | EACH | | 3,640.00 |
| 1 | TEAR DOWN | REMOVAL AND DISPOSAL OF VINYL SKIRTING | [TEAR DOWN/MCI] | 864.000 | EACH | | 864.00 |
| 1 | TEAR DOWN | TEARDOWN OF BUILDINGS + REMOVAL OF ANCHORS | [TEAR DOWN/MCI] | 3200.000 | EACH | | 3,200.00 |
| 1 | SETUP | ARCHITECTURAL FEES - INCLUDES QUOTE 216663728 + 216590926. (ANY MEETINGS NEEDED WITH THE ARCHITECT WOULD BE AN ADDITIONAL 600 PER MEETING) | [SETUP/MCI] | 7500.000 | EACH | | 7,500.00 |
| 1 | ENVIRONMENTAL SERVICE CHARGE | | [ENV/MCI] | | EACH | | N/C |
| 1 | DELIVERY CHARGE | | | 680.000 | EACH | | 680.00 |
| 1 | PICKUP CHARGE | | | 680.000 | EACH | | 680.00 |
| | | | | | | Sales/Misc Subtotal: | 21,129.00 |
| | | | | | | Agreement Subtotal: | 42,954.00 |
| | | | | | | Tax: | 2,899.40 |
| | | | | | | Estimated Total: | 45,853.40 |

COMMENTS/NOTES:

CONTINUED

This proposal may be withdrawn if not accepted within 30 days. The above referenced Rental Protection Plan, environmental, and tax charges are estimates and are subject to change.

NOTICE: This is not a rental agreement. The rental of equipment and any items listed above is subject to availability and subject to the terms and conditions of the Rental and Service Agreement, which are available at <https://www.unitedrentals.com/legal/rental-service-terms-US> and which are incorporated herein by reference. A COPY OF THE RENTAL AND SERVICE AGREEMENT TERMS ARE AVAILABLE IN PAPER FORM UPON REQUEST.

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Office: 513-576-4157 **Cell:** 513-576-4157

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1099 STATE ROUTE 131
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| Customer # | : 6152408 |
| Quote Date | : 03/01/23 |
| Estimated Out | : 04/03/23 10:00 AM |
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| UR Job Loc | : 5735 WOLFPEN PLEASAN |
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COMMENTS/NOTES:

CONTACT: JEFF JOHNSON
CELL#: 513-576-4157

Lease Terms

*An engineers sealed site plan to be provided from customer * Job quoted using ABS PADS for foundation *foundations and anchors quoted as estimate final count based on architect. *Cost is based on clean soil, no obstructions and 3000 psi soil. *Permits, variance, zoning fees to be paid by customer. *Customer to do all permit submittals (building, foundation and deck/ramp drawings to be provided by PV architect) *All building's are used and will need to be permitted as "relocated equipment" *Spoils to be spent on site, if below grade foundations are needed *Customer to supply dumpster for site debris. *Customer to complete any site excavation or sidewalks needed. *Any soil testing or inspections is customer responsibility. *Skirting is matching vinyl with maximum height of 35". No utilities were quoted. *Set up is based on driving mods over the foundation with dry stacked block to the frame. *ADA restroom within 500' of the proposed mobile office is customer's responsibility. *If below grade foundation is installed, customer responsible for removal if needed at end of lease term. *No sidewalks or parking spaces included. *No site restoration is included, * United Rentals utilizes ladders and spotters for minimal time spent on roof. Any additional required fall protection or lift equipment to be provided by customer. *Quote based on set up using dry double stacked blocks on abs pads with auger anchors. *Sales tax not included. *Building must be at least 20' away from existing structures and property lines.

Additional door of 12x60 trailers will be blocked / locked / or marked as a non-exit.

Any damages to buildings or floor of buildings, to be billed at end of lease term.

JL DIMEL LLC.

1172 Hiner Road
Orient Ohio 43146
(614) 519-7684

Milford High School
1 Eagles way
Milford, Ohio 5005
Attn: Jeff Johnson

February 10, 2023
Revision 3/06/2023

We propose to furnish the following equipment for Milford High School. New Football Scoreboard and video Board Project. Our proposal is a Complete Turn Key Solution including Installation, scoreboard and Video Board Equipment.

Item 1) (Football Equipment) OES Scoreboard/Video board Equipment

- (1) M8028AUCE Scoreboard – wireless
- Ad Panels (MFG @ Power Ad)
- (1) RFD-XB9 Radio
- (1) ISC9000 X9 Controller (Wireless)
- (1) Controller case
- Hand Held Remote for Game Time
- OES Video Board 28 X 12 10mm SMD 320X320
- Connect Fiber
- Electrical Wire (secondary Power Only as needed)
 - Budgeted at maximum of 50'

Our Price for the equipment is \$133,143.00 and is based on the terms and conditions listed within this proposal.

Football Equipment Optional Add on Items)

- Set of New OES Play clocks 28"
 - (2) Two - 28" play clock (wireless)
 - (2) Two – Aluminum Poles
 - (2) Two - SO cords 50' max
 - (1) One - ISC9000 X9 (wireless controller)
 - (1) One - controller case
 - (1) One - Hand Held two button Controller

Our price for the football Play clocks - \$8,846.00

*Booster \$20K
ADS \$150K*

| | |
|---|-----------|
| | 133,143 |
| x | 8,846 |
| | 1,250 |
| | 1,350 |
| | <hr/> |
| | \$199,043 |

Item 2) (Football) Structure

Furnish the following labor and materials to Fabricate and Erect a new structure at Milford High School for the New Football Video Board Project.

- Provide engineering drawing
- Hydro Excavate hole for the new structure
- Install and concrete in place steel I beam (roughly 12' deep in the ground)
 - Number of beams TBD by Engineering
- Hanging the equipment and ad panels on the structure
- Connect Commination Fiber to Video Board
- Electrical Wire (secondary Power Only as needed)
 - Budgeted at maximum of 50' per circuit

Our Price for the equipment is \$62,700.00 and is based on the terms and conditions listed within this proposal.

Football Optional Add on Items)

- New 600' Single Mode Fiber including Installation \$1,850.00
 - Pathway provided by others with pull string, 1" conduit with sweeping 90 Degree turns.
- 2 - year Labor Service Contract \$1,350.00 (check system each year, change filters on video board, provide support on any equipment failures)
- Maintenance Platform – attached to rear of structure \$18,350.00
 - 3' Wide the full length of the video board, with bar grating floor and handrail.

Terms and Conditions:

- 1) We require 50% down payment, Balance 15 days from completion of project.
- 2) Our work will be performed during our regular working hours Monday – Friday 7:30 Am – 4:00 Pm
- 3) No weekends or Holidays are included in the proposal
- 4) No electrical Upgrades are required (if required additional cost will be added)
- 5) Any additional work will be performed on time and Material after written approval only.
- 6) All Work is guaranteed to be completed as quoted
- 7) Any Damage claim must be made in writing 48 hours of job completion
- 8) Payment is net 15 days from job completions

If I may be of further assistance do not hesitate to contact me at your convenience.

Thank you,

Joe Dimel
JL DIMEL
Joe Dimel
JL DIMEL
Digital Scoreboards Ohio

Contract Acceptance Form:

By signing this document both parties agree to the details and terms included in the agreement.

JL Dimel LLC. Owner: _____ Joseph K Dimel (Owner) _____

Date: ____3/06/2023_____

Milford City School: _____

Date: _____

EMPLOYMENT SETTLEMENT AGREEMENT

This Agreement is entered into by and between the **BOARD OF EDUCATION OF THE MILFORD EXEMPTED VILLAGE SCHOOL DISTRICT** (Board), and **KELLIE ROGERS** (Ms. Rogers).

WHEREAS, Ms. Rogers is employed by the Board of Education of the Milford Exempted Village School District; and

WHEREAS, Ms. Rogers and the Board are engaged in litigation related to a claim for workers' compensation filed by Ms. Rogers; and

WHEREAS, the Parties now desire to resolve all disputes between them as well as to separate their employment relationship. **NOW THEREFORE**, be it agreed by the parties as follows:

Section 1. The SI-42 form of agreement is attached hereto as Exhibit A and incorporated herein by reference as if fully restated.

Section 2. For the consideration set forth in Exhibit A and, and for other good and valuable consideration, the parties hereby acknowledge the sufficiency of which, the parties agree as follows:

- a. Ms. Rogers shall tender her irrevocable resignation, which shall be deemed accepted by the Board upon execution of this Agreement.
- b. The parties hereby mutually release and forever discharge and covenant not to sue each other from any claims, causes, damages, liabilities or any other action whatsoever arising out of the employment relationship between the parties, whether it be in contract, tort, strict liability, agency or otherwise. This applies to the Board, its members, officers, employees, agents and assigns as well as Ms. Rogers, her spouse, dependents, heirs, beneficiaries, agents and assigns.

IN WITNESS WHEREOF, Ms. Rogers and the Authorized representatives of the Board have each set their hand hereunder in order to signify their Intent to be bound by the foregoing.

BOARD OF EDUCATION OF THE MILFORD EXEMPTED VILLAGE SCHOOL DISTRICT

KELLIE ROGERS

Sign

Kellie Rogers
Kellie Rogers

Name and Title

3/8/23
Date

Date

Sign

Name and Title

Date



Self-insured Joint Settlement Agreement and Release

Instructions

- Please print or type
• Please file completed application at the nearest regional office of the Industrial Commission of Ohio (IC.)

Table with 2 rows and 3 columns: Injured worker name (Kellie Rogers), Social Security number (287-68-9003), Claim number (18-197456), Employer name (Milford Exempted Village School District Board of Education), Date of injury/occupational disease (09/07/2018)

I, Kellie Rogers, and the Board of Education of the Milford Exempted Village School District agree to make a settlement in the amount of \$112,000.00.

- 1. By agreeing to the above amount, I, the injured worker, forever release and discharge the employer; its officers; employees; agents; representatives; successors and assigns; the IC; BWC; the Ohio State Insurance Fund; and all persons, firms or corporations from any and all self-insured claims, demands, actions or causes of action incurred on or before the date of this agreement, which I now have (or I may later claim to have), whether known or unknown, developing out of my employment with this employer or any other employer.
2. The injured worker and employer also agree that if the above claim (or any other claim(s) being settled), were recognized or allowed prior to the date of this agreement, then the cost of all medical, pharmacy or hospital bills, nursing services, etc., filed with the employer is the responsibility of the employer.

If such medical costs occurred before the date of this agreement, but not filed with the employer before the date of this agreement, the cost of those services shall be the responsibility of the injured worker. All costs of medical, pharmacy or hospital bills, nursing services, etc., provided to the injured worker on or after the date of this agreement is also the injured worker's responsibility.

- 3. The injured worker and employer agree to exclude the following claim (or claims) from this settlement:

N/A

- 4. Additional terms of this settlement agreement are:

N/A

The injured worker and employer have signed this final settlement agreement on the date indicated and agree the effective date of this agreement is the last date of execution by the parties.

This date remains in effect unless denied by the IC within 30 days of the effective date, or the injured worker or employer withdraws this agreement within 30 days of the date of this agreement.

Table with 4 columns: Injured worker signature (Kellie Rogers), Date (3/8/23), Employer signature, Date. Includes current address (1698 Wilderness Ridge Rd.), City (Milford), State (OH), and Nine-digit ZIP code (45150).

I, Michael Habbe, state that the injured worker personally appeared before me. The injured worker acknowledges the execution of this agreement for final settlement was made of his/her free will. The

Injured worker acknowledges this agreement between him/her and the employer will result in a complete and final settlement of all claims listed in this settlement.

In witness whereof, I have set my hand and official seal, this 5th day of MARCH, 2023.



MICHAEL J. HALLEE, ATTORNEY AT LAW
Notary Public, State of Ohio
My Commission has no expiration date
Section 147.08 O.R.C.

I, Michael Hallee, certify I am the attorney of record for this injured worker. Before signing this settlement agreement, the injured worker either read the agreement or the agreement was read and explained to them. The injured worker stated he or she was satisfied with this settlement.

Attorney of record signature