



City of Gahanna

200 South Hamilton
Road
Gahanna, Ohio 43230

Signature

Ordinance: ORD-0025-2025

File Number: ORD-0025-2025

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH KING BUSINESS INTERIORS, LLC FOR FURNITURE PROCUREMENT AND INSTALLATION SERVICES FOR THE RENOVATION AND EXPANSION OF 825 TECH CENTER DRIVE; WAIVING SECOND READING AND DECLARING AN EMERGENCY

WHEREAS, the property located at 825 Tech Center Drive was identified as an ideal property for addressing operational needs for the Police Headquarters, City Hall, and Senior Center, providing the necessary space for current and future operations over the next 30 years; and

WHEREAS, on September 6, 2022, City Council voted unanimously to acquire 825 Tech Center Drive, and construction on the building's renovation and 31,000 square foot expansion began in May 2024, following extensive planning and design; and

WHEREAS, furniture procurement and installation is the final phase of this project, and three (3) qualified proposals were received, evaluated, and scored, with King Business Interiors, LLC identified as the preferred vendor based on their comprehensive and cost-effective proposal; and

WHEREAS, King Business Interiors' proposal includes a project budget for furniture procurement and installation of \$1,729,999.11, which includes a seven percent (7%) contingency fee that can only be utilized with the written permission of the City, ensuring cost control and accountability; and

WHEREAS, no additional or new funds are needed for this agreement, as the required funds have already been allocated within the project budget; and

WHEREAS, the Administration recommends passage of this Ordinance as an emergency measure necessary for the immediate preservation of the public peace, property, health, safety, and welfare; to wit: to keep the project on schedule and avoid potential tariff increases, which could otherwise result in significant cost escalations and project delays.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GAHANNA, COUNTY OF FRANKLIN, STATE OF OHIO, THAT:

Section 1. The Mayor is hereby authorized to enter into an agreement with King Business Interiors, LLC, primary offices located at 1400 Goodale Boulevard #102, Columbus, Ohio 43212, for furniture procurement and installation services for the renovation and expansion of 825 Tech Center Drive, in an amount not to exceed one million seven hundred twenty-nine thousand nine hundred ninety-nine dollars and eleven cents (\$1,729,999.11), including a seven percent (7%) contingency fee that may only be utilized with the written permission of the City; said agreement attached hereto and incorporated herein as EXHIBIT A.

Section 2. The funds required for this agreement have already been appropriated and allocated within the project budget.

Section 3. The second reading is hereby waived.

Section 4. That for the reasons set forth in the preamble above, this Ordinance is declared an emergency

measure which shall be in full force and effect immediately upon passage by this Council and on the date of signature of approval by the Mayor.

At a regular meeting of the City Council on May 19, 2025, a motion was made by Schnetzler, seconded by Jones, to waive the second reading of this Ordinance. The vote was as follows:

Ms. Bowers, yes; Ms. Jones, yes; Ms. McGregor, yes; Ms. Padova, yes; Mr. Renner, Absent; Mr. Schnetzler, yes; Mr. Weaver, yes.

A motion was made by Schnetzler, seconded by Weaver, that this Ordinance be Adopted as an Emergency. The vote was as follows:

Ms. Bowers, yes; Ms. Jones, yes; Ms. McGregor, yes; Ms. Padova, yes; Mr. Renner, Absent; Mr. Schnetzler, yes; Mr. Weaver, yes.

President Merisa K. Bowers
Merisa K. Bowers

Date 5.19.25

Attest by Jeremy A. VanMeter
Jeremy A. VanMeter
Clerk of Council

Date 5/19/2025

Approved by the Mayor Laurie A. Jadwin
Laurie A. Jadwin

Date 5.19.2025

Approved as to Form PDT
Priya D. Tamilarasan
City Attorney

Date 5/19/25

CITY OF GAHANNA PROCURMENT CONTRACT

This Procurement CONTRACT ("CONTRACT") is entered into by and between, the City of Gahanna, Franklin County, State of Ohio ("City"), with its principal address as 200 South Hamilton Road, Gahanna, Ohio 43230, and King Business Interiors, Inc with its principal address as 1400 Goodale Blvd #102, Columbus, OH 43212 (CONTRACTOR).

§ 1.0 RESPONSIBILITIES OF EACH PARTY

The CONTRACTOR will provide the following furniture procurement services (SERVICES) as described herein, including but not limited to the following:

- Procurement of Office Furniture
- Procurement of Lounge Furniture
- Installation of Office Furniture
- Installation of Lounge Furniture
- ALL provisions as outlined Exhibit A - Furniture Procurement Document (RFP)

No additional material or services are anticipated to complete the project unless some unforeseen circumstances arise during the course of the CONTRACT. CONTRACTOR shall not be entitled to any compensation for any material or services provided beyond the scope of this agreement unless prior to procuring materials or performing services the CONTRACTOR has submitted a written request for additional SERVICES which shall specify the material or services to be performed, and the compensation for the materials or services. No materials or services shall be rendered until they have been approved in writing by the City.

The City shall provide all criteria and full information as to the City's requirements for the Project; designate a primary point of contact to act with authority on behalf of the City in respect the Project; examine and respond to CONTRACTOR's submissions; and give prompt written notice to CONTRACTOR whenever the City observes or otherwise becomes aware of any defect in the material or workmanship being performed.

§ 2.0 DURATION OF THE CONTRACT

SERVICES performed under this CONTRACT shall be performed from the effective date of this CONTRACT and in general accordance with the City's project schedule outlined in the procurement document (Exhibit A) or until all work is satisfactorily completed or the CONTRACT is terminated pursuant to the terms contained herein.

§ 3.0 COMPENSATION FOR SERVICES PROVIDED

As compensation to the CONTRACTOR for the satisfactory performance of the SERVICES, the City agrees to pay the CONTRACTOR an amount not to exceed **\$1,603,944.11**. CONTRACTOR shall invoice the City per the terms outlined in Exhibit B. The City will allocate a 7% contingency in the amount of \$126,055.00 for unforeseen expenditures necessary to complete this project.

Payment shall be made at the completion of SERVICES with the submission of an itemized invoice approved by the City. City shall pay CONTRACTOR's within 30 days receipt of such proper invoice, as is

consistent with Ohio Prompt Payment laws.

In the performance of its SERVICES, the CONTRACTOR will use the degree of care and skill ordinarily exercised performing the same or similar services under similar conditions in a similar location. Facilities will be left in or returned to the condition they were found in prior to installation beginning. CONTRACTOR shall perform all work required under this CONTRACT in a timely manner and in coordination with the construction schedule. Any unreasonable delay by the CONTRACTOR in the performance of such work shall be a breach of this CONTRACT.

In the event that this CONTRACT is terminated as provided herein, the City shall not be obligated to compensate the CONTRACTOR for any SERVICES rendered after the effective date of any termination under this CONTRACT. A final invoice for SERVICES rendered shall be submitted within thirty (30) days after the effective date of termination under this CONTRACT.

§ 4.0 TERMINATION

This CONTRACT may be terminated by the City without cause upon a fourteen (14) day written notice to the CONTRACTOR. Additionally, this CONTRACT may be terminated at any time by mutual written consent of all parties.

The City may immediately terminate this CONTRACT if the CONTRACTOR has breached any provisions of this CONTRACT. The following events shall be deemed to be a breach by the CONTRACTOR of his/its obligations hereunder provided, however, said list shall not be deemed all inclusive:

4.1 Failure by the CONTRACTOR to timely perform its obligations hereunder.

4.2 The CONTRACTOR shall cease doing business.

4.3 The CONTRACTOR shall file for protection under any state or federal bankruptcy or similar laws. In accordance with the term limitations set forth in the section of the CONTRACT entitled "DURATION OF THE CONTRACT."

If the City Council fails at any time to continue funding for the payments and other obligations set forth herein for the City, then all obligations under this CONTRACT are terminated as of the date the funding expires. At that point the City shall not have any further obligations hereunder. Any party that discovers or is notified of the discontinuation of its funding for this CONTRACT, agrees to notify the other parties of said discontinuation as soon as is practicable.

In the event the Contract is terminated prior to its completion, the CONTRACTOR upon payment, as specified, shall deliver to the City all access materials (badges, keys, etc.), reports, documents, lists, or other materials which have been procured in the course of the work done under this Contract. All such material shall become and remains the property of the City, to be used in such manner and for such purpose as the City may choose.

§ 5.0 NON-DISCRIMINATION

The City does not discriminate on the basis of race, color, national origin, sex, religion, age, or disability in employment or in the providing of services. The CONTRACTOR agrees to abide by the state and applicable Federal nondiscriminatory policies while performing services under this CONTRACT.

§ 6.0 DRUG, TOBACCO, AND ALCOHOL USE

CONTRACTOR shall comply with all applicable federal, state and local laws regarding smoke free and drug free workplaces and shall make a good faith effort to ensure that any of his employees or permitted subcontractors engaged in the work being performed hereunder do not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

§ 7.0 INDEPENDENT CONTRACTOR STATUS

It is understood and agreed by the parties that CONTRACTOR shall perform all duties hereunder as an independent contractor and not as the agent of the City and, therefore, no agency or partnership relationship exists between the City and CONTRACTOR. CONTRACTOR has full opportunity to find other business and has made an investment in its business. CONTRACTOR will retain sole and absolute discretion in the judgment of the manner and means of carrying out its activities and responsibilities under the contract. It is further understood and agreed the CONTRACTOR shall not be considered an employee of the City and shall not be eligible for city employee benefits, including worker's compensation coverage.

§ 8.0 INDEMNIFICATION

CONTRACTOR agrees to fully indemnify and hold harmless the City from any all liability, losses, claims, damages, and expenses arising out of CONTRACTOR's performance (or non- performance) of his/its obligations hereunder.

Notwithstanding any language to the contrary, the CONTRACTOR shall be liable for any personal injury or damage to real property or tangible personal property, caused by his/its fault or negligence.

CONTRACTOR shall, at CONTRACTOR's expense, secure and maintain in effect throughout the duration of the contract, insurance of the following kinds and limits set forth in this Section. The CONTRACTOR shall furnish a certificate of insurance and endorsements in a form acceptable to the City before starting work or within ten (10) days after the notice of award of the contract, which ever date is reached first. All insurance policies, except professional liability insurance, shall be written with insurance companies licensed to do business in the State of Ohio and having a rating of at least A-VII, according to the latest edition of the Best's Key Rating Guide; and shall include a provision preventing cancellation of the insurance policy unless fifteen (15) days prior written notice is given to the City.

The following provision shall also be stated on each applicable certificate of insurance: "Should any of the above described policies be canceled before the expiration date, the issuing company shall mail fifteen (15) days' written notice to the certificate holder named to the left." CONTRACTOR shall require any of its subcontractors to secure and maintain insurance as set forth in this Section. The limits of liability for the insurance required shall provide coverage for the following amounts, or greater where required by law:

A. Commercial General Liability:

- i. Coverage to include, Broad Form Property Damage, Contractual and Personal Injury.
- ii. Limits:
 - a. General Aggregate \$1,000,000.00

- b. Each Occurrence \$1,000,000.00
 - c. Personal Injury \$1,000,000.00
 - iii. Coverage for all claims arising out of the Consultant's operations or premises, anyone directly or indirectly employed by the Consultant.

B. Professional Liability:

- i. Per Claim/Aggregate \$1,000,000.00
 - ii. Coverage for all claims caused by the CONTRACTOR's negligence, anyone directly or indirectly employed by the CONTRACTOR, and the CONTRACTOR's obligations under the indemnification provisions of the contract to the extent same are covered.

C. Workers' Compensation:

- i. Workers' compensation insurance shall be in accordance with the provisions of the laws of the State of Ohio, including occupational disease provisions, for all employees who perform work pursuant to the contract, and in case work is subcontracted, the CONTRACTOR shall require each subcontractor similarly to provide Workers' Compensation Insurance. All such policies of workers' compensation insurance shall include a waiver of subrogation in favor of the City. In case employees engaged in hazardous work under the contract are not protected under said worker's compensation insurance, the CONTRACTOR shall provide, and shall cause each subcontractor to provide, adequate and suitable insurance for the protection of employees not otherwise provided.

D. Comprehensive Automobile Liability:

- i. Coverage to include all owned, hired, non-owned vehicles, and/or trailers and other equipment required to be licensed, covering personal injury, bodily injury, and property damage.
 - ii. Limits:
 - a. Combined Single Limit \$1,000,000.00

E. Umbrella:

- i. Limits:
 - a. Each Occurrence/Aggregate \$1,000,000.00

F. The City, its officials, officers, employees, and agents shall be included as an additional insured on all insurance policies identified herein except Workers' Compensation and Professional Liability. All such insurance shall be primary and non-contributory coverage as respects a covered loss. The CONTRACTOR shall be responsible for the payment of all premiums and deductibles for said insurance policies. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, agents, and employees.

§ 9.0 CONFIDENTIALITY

Contractor shall maintain any and all records associated with the subject of this contract in accordance with any applicable state and federal laws, including but not limited to Ohio Revised Code, and the Health Care Portability Act.

§ 10.0 ASSIGNMENT OR SUBCONTRACT

This CONTRACT shall not be assigned or subcontracted without prior written consent of the City.

§ 11.0 BINDING EFFECT, AMENDMENTS OR MODIFICATION

This CONTRACT shall bind the parties hereto, their respective assigns, successors, receivers, and legal representatives of any type whatsoever, and shall not be modified unless done so in writing signed by any party sought to be bound by any such modification.

§ 12.0 ENTIRE CONTRACT

The CONTRACT constitutes the entire understanding between the parties hereto with reference to the matters contained herein, there being no conditions, warranties or representations other than those contained herein.

§ 13.0 WAIVER

The failure of any party to exercise or enforce in any respect any right or provision provided for in this CONTRACT shall not be deemed a waiver of any such right or provision.

§ 14.0 GOVERNING LAW

Contractor, any subcontractor or person acting on behalf of Contractor, in the execution of duties and obligations hereunder, agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances.

This CONTRACT shall be construed under and in accordance with the laws of the State of Ohio and venue for any dispute will be in the appropriate court in Franklin County.

§ 15.0 NOTICE

Any notice required hereunder shall be made in writing and shall be accomplished by personal delivery, facsimile, or by United States mail, certified, return receipt requested, addressed to the following parties:

King Business Interiors, LLC
1400 Goodale Blvd #102
Columbus, OH 43212

Mayor
City of Gahanna
200 S. Hamilton Road Gahanna, Ohio 43230

§ 16.0 SEVERABILITY

If any provision of this CONTRACT shall be invalid, illegal, or unenforceable, in any respect, said provision shall be severed. The validity, legality, and enforceability of all other provisions of this CONTRACT shall not in any way be affected or impaired unless such severance would cause this CONTRACT to fail of its essential purpose.

§ 17.0 HEADINGS

The headings herein are for reference only. They are not intended and shall not be construed to be a substantive part of this CONTRACT or in any other way to affect the validity, interpretation, or effect of any of the provisions of this CONTRACT.

There are no further paragraphs to this document.

IN WITNESS WHEREOF, the parties have executed this CONTRACT on the last day and year set aside their respective signatures.

KING BUSINESS INTERIORS, LLC

By: Alexandra Rogers
Alexandra Rogers, Sales Consultant

05/09/2025
Date:

31-1624533
Social Security # or FID #

CITY OF GAHANNA, OHIO

By: Laurie A. Jadwin
Laurie A. Jadwin, Mayor

5.20.2025
Date:

Approved as to Form:

PDT
Priya Tamilarasan, City Attorney