#### **EXPENDITURE CONTRACT ROUTING COVER SHEET**

### SEE PAGE 2 FOR INSTRUCTIONS TO BE COMPLETED BY DEVELOPMENT PROGRAM MANAGER

VENDOR NAME (exactly as it	is in D365): R J P6	eters Company Inc.
		COMPLIANCE END DATE: 02/14/2025
CONTRACT TYPE Service C (see legislation and select from the drop d	Contract own menu)	
FUND NAME [and Program Na	ame, if grant funded]	Healthy Homes
ORIGINAL AMOUNT: \$ 14,61	12.50	
MOD/RENEW 1 AMOUNT:		ORD. #:
MOD/RENEW 2 AMOUNT:		ORD. #:
MOD/RENEW 3 AMOUNT:		ORD. #:
MOD/RENEW 4 AMOUNT:		ORD. #:
*TOTAL CONTRACT AMOUN t(Original + Mod/Renewal = Total contra	T: \$ 14,612.50	
SAM.gov UEI XERUBJEAC Required for all federal funded agreemen PROGRAM MANAGER: Patt ROUTING PROCEDURE		TODAY'S DATE: 04/11/2023  THE FOLLOWING DOCUMENTS
Step 1 Program Manager Completes  Date Ordinance Approved by Council:  Ordinance Number:  ACPO Number:  Step 2. Program Manager		MUST BE ATTACHED, IN THIS ORDER WITH THE COVERSHEET ON TOP  (put a √ next to the document attached)  ✓ SAM.gov printout  ✓ Ohio Aud of State printout Ohio Sec of State printout, if required ✓ Signed Contract with Exhibit A, and others as required
Completes IDIS Number (CDBG, HOPWA, and HOME projects only)		✓ Insurance, if required ✓ Workers' Comp, if required  Grawt 0\www.iIIS-2022
Step 3. FISCAL Competes	4/12/2023	
Fiscal Manager Approval	75	
Step 4. FISCAL Completes PO Number 379808	4/12/23/40	

An official website of the United States government Here's how you know

March 8th SAM.gov Emails Not Malicious Show Details

Mar 9, 2023

**Entity Validation Processing Show Details** 

Mar 14, 2023

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R J PETERS COMPANY INC

This entity record has been validated as unique and existing, but is not registered in SAM.  $\bigcirc$ 

XERUBJEACPX4 Unique Entity ID

GROVE CITY, OHIO, 43123-7676

USA

1873 SULTON CT

Physical Address

**Current Record** Version

Feedback

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#### Keith Faber Ohio Auditor

#### Certified Search for Unresolved Findings for Recovery



Office of Auditor of State 88 East Broad Street Post Office Box 1140 Columbus, OH 43216-1140

> (614) 466-4514 (800) 282-0370

Auditor of State - Unresolved Findings for Recovery Certified Search

I have searched The Auditor of State's unresolved findings for recovery database using the following criteria:

#### Contractor's Information:

Name: ,

Organization: RJ peters

Date: 3/16/2023 12:52:00 PM

This search produced the following list of **0** possible matches:

#### Name/Organization

Address

The above list represents possible matches for the search criteria you entered. Please note that pursuant to ORC 9.24, only the person (which includes an organization) actually named in the finding for recovery is prohibited from being awarded a contract.

If the person you are searching for appears on this list, it means that the person has one or more findings for recovery and is prohibited from being awarded a contract described in ORC 9.24, unless one of the exceptions in that section apply.

If the person you are searching for does not appear on this list, an initialed copy of this page can serve as documentation of your compliance with ORC 9.24(E).

Please note that pursuant to ORC 9.24, it is the responsibility of the public office to verify that a person to whom it plans to award a contract does not appear in the Auditor of State's database. The Auditor of State's office is not responsible for inaccurate search results caused by user error or other circumstances beyond the Auditor of State's control.

#### CONTRACT FOR SERVICES UNDER \$50,000

\*APPROVED AS TO FORM BY THE CITY ATTORNEY'S OFFICE. ANY ALTERATIONS OF CONTRACT LANGUAGE WILL RESULT IN REVOCATION OF CITY ATTORNEY APPROVAL.\*

This Contract for <u>Healthy Homes Program- Licensed Radon Testing</u> services is entered into by and between <u>R J Peters Company Inc. dba Radon Pros</u> (herein referred to as "Contractor"), and the City of Columbus, Department of Development (herein referred to as "City").

#### WITNESSETH

WHEREAS, the City has a need for Radon Testing Services; and

WHEREAS, the Contractor has the necessary experience and expertise to provide said service; and

NOW, THEREFORE, in consideration of the mutual promises as hereinafter set forth, the parties agree as follows:

This Contract sets forth the entire agreement between the parties with respect to the subject matter hereof. Understandings, agreements, representations, or warranties not contained in this Contract, or as written amendment hereto, shall not be binding on either party. Except as provided herein, no alteration of any terms, conditions, delivery, price, quality, or specifications of this Contract shall be binding on either party without the written consent of both parties. This Contract is subject to the Ohio Public Records Act.

#### 1. Contract Term

The term of this Contract shall be from the date the Purchase Order is approved to December 31, 2023. This Contract shall not automatically renew.

#### 2. Maximum Obligation

The maximum amount to be paid under any purchase order associated with this Contract shall not exceed \$14,612.50 unless additional funds are appropriated and authorized.

#### 3. Pricing and Scope of Services

The Contractor agrees to perform and invoice the Scope of Services as set forth **ON ATTACHED EXHIBIT A\*** and as contained in the bid specifications, which are expressly incorporated herein.

\*Contract is NOT valid if the Scope of Services is NOT attached.

No other costs, rates, or fees shall be payable to the Contractor for services performed hereunder. The terms and conditions specified in this Contract constitute the entire contract governing the purchase of services by the City from the Contractor, and shall supersede any terms and conditions which may accompany Contractor's invoice/bid/estimate. Any and all verbal representations

are superseded by this Contract. The terms of this Contract shall prevail over any conflicting or deficient terms or conditions listed in any attachments from Contractor.

#### 4. Equal Opportunity Clause

Contractor agrees to abide by all of the terms, conditions and requirements set forth in Columbus City Code Section 3906.02, Equal Opportunity Clause. Failure or refusal of a Contractor or Subcontractor to comply with the provisions of Title 39 may result in cancellation of this Contract.

#### 5. Taxes

Federal or State taxes are not to be included on invoices for the described services. Contractor will be provided an exemption certificate, if needed.

#### 6. <u>City's Contract Administrator/Contract Administration</u>

<u>Patti Chatman</u> will manage the Contract on behalf of the City and will be the principal point of contact for the City concerning the Contractor's performance under this Contract.

Any notice or demand or other communication required or permitted to be given under this Contract or applicable law shall only be effective if it is in writing, properly addressed, and either delivered in person, or by a recognized courier service, or deposited with the United States Postal Services as first-class certified mail, postage prepaid and return receipt requested, to the parties at the following addresses:

City's Contract Administrator
Patti Chatman
Department of Development
Division of Housing
111 North Front Street, 3<sup>rd</sup> FI.
Columbus, Ohio 43215
(614) 645-3048
PFChatman@columbus.gov

Contractor
Thomas Peters
R J Peters Company Inc dba
Radon Pros
1873 Sulton Ct.
Grove City, Ohio 43123
(614) 594-9394
info@radon-pros.com

#### 7. Contractor as an Independent Contractor

The Contractor shall be and shall remain an Independent Contractor with respect to all services performed hereunder and neither Contractor nor its employees shall be considered "public employees" for purposes of OPERS membership. Contractor agrees to and does hereby accept full and exclusive liability for the payment of any and all contributions or taxes for Social Security, unemployment insurance or old age retirement benefits, pensions or annuities now or hereafter imposed under any state or federal law which are measured by the wages, salaries or other remunerations paid to the Contractor or persons employed by the

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Contractor for work performed under the terms of this Agreement and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now, or hereafter may be, issued or promulgated under said respective laws.

Individuals utilizing a personal social security number for tax identification purposes and business entities with four (4) or fewer employees must complete and submit, as Exhibit D, the OPERS independent contractor acknowledgment form. THIS FORM CAN BE FOUND AT WWW.OPERS.ORG

#### 8. Applicable Law, Remedies

This Agreement shall be governed in accordance with the laws of the State of Ohio and the ordinances, statutes and provisions of the Columbus City Code and Charter; specifically including, but not limited to Charter Sections 159 and 161. All claims, counterclaims, disputes and other matters in question between the City, its agents and employees, and the Contractor arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction within the County of Franklin, State of Ohio.

Chapter 377 of the Columbus City Codes is hereby incorporated into the contract and Contractor is required to comply with said chapter. This includes, but is not limited to reporting requirements and the obligation to review the commission list of contractors and subcontractors that received an adverse determination. Penalties for failure to comply with the wage theft prevention code included suspension for three years, up to permanent disbarment.

#### 9. Payment/Invoice Submittal

Fees shall be paid for services rendered following: (1) the City's receipt of a correct invoice, which designates the specific applicable charges, and (2) issuance of a certified purchase order. The City will not be subject to any late payment charges. Rates shall be firm during the term of this Contract. The City will process correctly documented invoices for payment and Contractor should receive payment for such invoice within thirty (30) days from receipt and approval by the City.

**Invoices:** All invoices shall be submitted to the address listed on the Purchase Order.

#### 10. Modifications

No modification, amendment, alteration, addition or waiver of any section or condition of this Contract shall be effective or binding unless it is in writing and signed by an authorized representative of the City and the Contractor and approved by the appropriate City authorities.

#### 11. Contract Termination

If either the City or the Contractor violates any material term or condition of this Contract or fails to fulfill in a timely and proper manner its obligations under this

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Contract, then the aggrieved party shall give the other party (the "responsible party") written notice of such failure or violation. The responsible party will correct the violation or failure within thirty (30) calendar days or as otherwise mutually agreed. If the failure or violation is not corrected, this Contract may be terminated immediately by written notice from the aggrieved party. The option to terminate shall be at the sole discretion of the aggrieved party.

When it is in the best interest of the City, the City may terminate this Contract, in whole or in part by providing seven (7) calendar days written notice to the Contractor prior to the effective date of termination. If this Contract is so terminated, the City is liable only for payments required by the terms of this Contract for services received and accepted by the City.

#### 12. Nonexclusive Remedies

The remedies provided for in this Contract shall not be exclusive but are in addition to all other remedies available under the law.

#### 13. Survivorship

All services executed pursuant to the authority of this Contract shall be bound by all of the terms, conditions, prices discounts and rates set forth herein, notwithstanding the expiration of the initial term of this Contract, or any extension thereof. Further, the terms, conditions, and warranties contained in this Contract that by their sense in context are intended to survive this completion of the performance, cancellation or termination of this Contract, shall so survive.

#### 14. Save Harmless/Indemnification

Contractor shall protect, indemnify and save the City harmless from and against any damage, cost, or liability, including reasonable attorneys' fees, resulting from claims for any or all injuries to persons or damage to property arising from intentional, willful or negligent acts or omissions of Contractor, its officers, employees, agents, or Subcontractors. The City will not indemnify the contractor and is prohibited from doing so.

#### 15. Severability

If any term or condition of this Contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions for the Contract are declared severable.

#### 16. Assignment

This Contract may not be assigned or otherwise transferred to others by the Contractor without the prior written consent of the City. If this Contract is so assigned, it shall inure to the benefit of and be binding upon any respective successors and assigns (including successive, as well as immediate, successors and assignees) of the Contractor.

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#### 17. Authority to Bind

The signatories to this Contract represent that they have the authority to bind themselves and their respective organizations to this Contract.

#### 18. Worker's Compensation

The Contractor shall comply with all Workers' Compensation laws of the State of Ohio. Proof of coverage shall be attached to this Contract AS EXHIBIT B.

#### 19. Insurance

Contractor shall carry at least the minimum amounts listed below of Commercial Liability Insurance (Bodily Injury and Property Damage) naming the City as an additional insured. Contractor must attach a copy of the Certificate of Insurance to this Contract AS EXHIBIT C:

**Bodily Injury Liability:** 

**Property Damage Liability:** 

Each Person

\$500,000

Each Accident

\$500,000

**Each Accident** 

\$1,000,000

All Accidents

\$1,000,000

#### 20. Campaign Contributions

Contractor hereby certifies the following: that it is familiar with Ohio Revised Code ("O.R.C.") Section 3517.13; that it is in full compliance with Divisions (I) and (J) of that Section; that it is eligible for this contract under the law and will remain in compliance with O.R.C. Section 3517.13 for the duration of this contract and for one year thereafter.

#### 21. City Income Taxes

Contractor hereby further agrees to withhold and pay all city income taxes due or payable under the provisions of Chapter 362, Columbus City Codes, for wages, salaries and commissions paid to its employees and further agrees that any of its subcontractors shall be required to agree to withhold and pay any such city income taxes due under said chapter for services performed under this Contract. If it has been determined by the Columbus Income Tax Division that Contractor, or any of its subcontractors, owes city income taxes, the Contractor agrees that the City may withhold the amount due to the City from any amount due to the Contractor for services performed under this Contract notwithstanding paragraph 9 hereinabove.

[signatures on following page]

**IN WITNESS WHEREOF**, the parties have executed this Contract as of the day and year written below.

#### EXHIBITS A, B AND C MUST BE ATTACHED HERETO.

\*ANY ALTERATIONS OF CONTRACT LANGUAGE WILL RESULT IN REVOCATION OF CITY ATTORNEY APPROVAL.\*

CITY OF COLUMBUS	4
de lul H. Stum	4/12/23
Michael H. Stevens, Director	Date
Department of Development	
CONTRACTOR	
Robert Potters	3/3//2023
Signature	Date
Robert J. Peters	
Print Name	
Treasurer	
Title	•
X ERUBJEACPX 4	
FID Number	
043275	· ·
Vendor Services Number	<del> </del>

#### **EXHIBIT A**

#### **SECTION 1: SCOPE OF SERVICES**

#### 1. Overview

a. The City of Columbus, Department of Development, Housing Division is contracting with State of Ohio licensed radon testers for conducting radon tests, preparing and providing radon testing reports and mitigation recommendations, and post mitigation testing in accordance with U.S. Department of Housing and Urban Development (HUD), U.S. Environment Protection Agency Standards of Practice, State of Ohio, and City of Columbus regulations for the Department's Healthy Homes Program.

The Healthy Homes Program is open to households up to 80% AMI. Households apply and if the application is approved, then City staff request radon testing for the project. Healthy Homes Program projects includes radon testing and mitigation, if applicable, as well as health and safety repairs.

The Contract period shall run from the date of approval of the purchase order to December 31, 2023, with an option to renew each year until December 31, 2025. A Contract review will be conducted each October, by both the City and the Contractor, to determine if the Contract shall be renewed. The City may have up to 160 housing units for which these services will be required through 2025. The City cannot guarantee nor predetermine the number of units each company will be assigned.

#### 2. Contract Administration

- a. The Contractor will have one contact established under this contract, the Contract Administrator, Patti Chapman.
  - a) The Contractor will receive actual work order requests from a Housing Rehabilitation Technician and they would be the primary contact during field activities.
- 3. Contractor shall perform all services in accordance with U.S. Department of Housing and Urban Development (HUD) Office of Lead Hazard Control Healthy Homes Program requirements, Ohio Revised Code Section 3723.02 and Ohio Administrative Code Chapter 3701-69, ANSI/AARST Radon Standards, and Environmental Protection Agency (EPA).

#### a. References

1) U.S. Department of Housing and Urban Development (HUD) Office of Lead Hazard Control Healthy Homes Program:

#### https://www.hud.gov/program offices/healthy homes/hhi

- Ohio Revised Code Section 3723.02: Radon: https://codes.ohio.gov/ohio-revised-code/section-3723.02
- 3) Ohio Administrative Code Chapter 3701-69: Radon Testing: <a href="https://codes.ohio.gov/ohio-administrative-code/chapter-3701-69">https://codes.ohio.gov/ohio-administrative-code/chapter-3701-69</a>
- 4) ANSI/AARST Radon Standards: https://standards.aarst.org/
- 5) Environmental Protection Agency (EPA): <a href="https://www.epa.gov/radon/radon-standards-practice#current">https://www.epa.gov/radon/radon-standards-practice#current</a>
- b. References shall be incorporated into the Contract as if attached.
- 4. Notwithstanding any other provision of this Contract to the contrary, the Contractor shall perform its services consistent with the professional skill and care ordinarily provided by licensed radon testers in the same or similar locality under the same or similar circumstances.
- 5. Perform radon testing within 14 calendar days of request from the City through email work order request.
  - a. The Contractor shall respond to the City within 24 hours of the email being sent confirming or rejecting the work order.
  - b. If the Contractor accepts the work order, the Contractor shall perform the testing within 14 calendar days of the original request from the City.
  - c. The Contractor shall contact the homeowner and make arrangement to have the radon testing completed within the timeframes noted herein.
    - If the homeowner is not reachable to schedule the radon testing for the radon testing to occur in within the timeframes herein, the Contractor shall notify the City and may request a time extension. If the homeowner still not reachable after the time extension, the City may cancel the work order.
    - 2) If the homeowner is not home for the scheduled radon test, the City shall pay the Contractor \$50.00 and mileage at the federal mileage rate in effect on the day scheduled for the appointment from the Contractor's Office (where the employee is based) to the home. If the homeowner misses a rescheduled appointment, the City may cancel the work order.
- 6. Provide radon testing report within 21 calendar days of the date of the request for

#### radon test.

- a. Radon Testing Report
  - 1) The Report shall include all of the following:
    - a) Address and Property owner information.
    - b) Radon Test Results
      - (1) List the type of test used for detection
      - Test device (Mfg. Make & Model), device serial number. (2) analysis laboratory used - if applicable (Laboratory Name and ODH License number), test start and end dates and times, device placed and retrieved by (name signature, and ODH License #), testing conditions (such as: was the testing duration at least 48 hours of usable data, was a mitigation system present, were there there conditions. was severe weather interference/tampering observed, and were there any permanent vents observed that allowed outdoor air into the residence, etc.), and recommended actions. If testing results are 4.0 pCi/l or greater mitigation must be recommended.
    - c) Floor Plans and/or Property Sketch
      - (1) Locations of all exterior walls, windows, and doors. Annotate the direction of north or the front of the building.
      - (2) Factors that may affect the measurement, including but not limited to crawlspace vents, sumps, fireplaces, combustive appliances, floor drains, furnaces, dryers, water heaters and mitigation systems.
      - (3) Include measurements in inches (to the nearest inch) from the testing device to two separate walls.
      - (4) Current room use (e.g.: family room, bedroom, unfinished basement, play room).
      - (5) Address.
      - (6) Device Serial Number.
      - d) Licensee name, ODH license number, licensee signature, and

date.

- e) Hourly CRM readings in pCi/l (must be in the report or attached to the report.
- 2) The City shall review the report and if information is missing or needs to be corrected, the Contractor shall perform the work requested without additional cost to the City.
- 3) The report shall be submitted to the city in at least 12 font size in a PDF file via email.

#### b. Cost Estimate

- 1) Unit prices are based upon the bid amount received from the Contractor for each item below. The Contractor shall calculate and multiply their cost for each item by the number of items performed to arrive at the cost estimate.
- 2) Radon CRM Test Cost Per Unit:

a)	1 <sup>st</sup> Charcoal test:	
b)	Each additional Charcoal test:	
c)	1 <sup>st</sup> Continuous Radon Monitoring (CRM) test:	
d)	Each additional CRM test:	

- 3) The City shall review the cost estimate and if information is missing or needs to be corrected, the Contractor shall perform the work requested without additional cost to the City.
- 5. Perform post mitigation testing on units where radon mitigation has been completed within 48 hours of request from the remediation Contractor and provide the report to City within 7 calendar days of completion of the post mitigation test being completed.
  - Post Mitigation Radon Testing Report should be emailed to the City in PDF format.
    - 1) The Report shall include:
      - a) Address and Property owner information.
      - b) Radon Test Results

- (1) Test device (Mfg. Make & Model), device serial number, analysis laboratory used if applicable (Laboratory Name and ODH License number), test start and end dates and times, device placed and retrieved by (name signature, and ODH License #), testing conditions (was the testing duration at least 48 hours of usable data, was a mitigation system present, were there severe weather conditions, was there any interference/tampering observed, and were there any permanent vents observed that allowed outdoor air into the residence), and recommended actions (if testing results are 4.0 pCi/l or greater mitigation must be recommended).
- c) Floor Plans and/or Property Sketch
  - (1) Locations of all exterior walls, windows and doors. Annotate the direction of north or the front of the building.
  - (2) Factors that may affect the measurement, including but not limited to crawlspace vents, sumps, fireplaces, combustive appliances, floor drains, furnaces, dryers, water heaters and mitigation systems.
  - (3) Include measurements (to the nearest inch) from the testing device to two separate walls.
  - (4) Current room use (e.g.: family room, bedroom, unfinished basement, playroom, etc.).
  - (5) Address.
  - (6) Device Serial Number.
- d) Licensee name, ODH license number, licensee signature, and date
- 2) The City shall review the report and if information is missing or needs to be corrected, the Contractor shall perform the work requested without additional cost to the City.
- The report shall be submitted to the city in at least 12 font size in a PDF file via email.
- 6. Compensation and Payment
  - a. Compensation

1) Contractor shall be paid after the radon test is complete and radon testing report and invoice is received. Progress payments shall not be made.

#### b. Invoices and Payment:

1) Contractor shall provide an invoice via email to pfchatman@columbus.gov or mail it to:

City of Columbus
Department of Development
Housing Division
Attn: Patricia Chatman
111 N. Front St. 3<sup>rd</sup> FI.
Columbus, OH 43215

- 2) The invoice that shall be on Company letter head with "remit to" address and include the following:
  - a) Purchase order number
  - b) Invoice number
  - c) Date of invoice
  - d) Billing period
  - e) Amount of Invoice
  - f) Project Address
- 3) The Contractor shall not invoice more than once every 30 calendar days.

#### 7. Miscellaneous

a. The Contractor shall not subcontract any part of the Contract without the written approval of the City.

The Contractor shall maintain payroll records, documents and other evidence directly pertinent to employment and/or payment to workers carrying out the services Contracted with the City. The City, or its duly authorized representative, shall have access to such payroll records, documents, and other evidence for the purpose of verification, audit, inspection, and copying within seven (7) days of receiving written request from the City to view such documentation, at no cost to the City.

# City of Columbus Department of Development Healthy Homes Program – Radon Testing Services Bid Form RFQ023788

		Radon Pro	ns RC266			
Compa	any Nar	ne: Radon Pro		<del></del>	<u>.                                      </u>	
Addres	ss:	1873 Sulton	Ct.			
		Grove City,	OH 43123			
Contac	ct Perso	n: Thomas Pete	ers			
Title:	Owr	ner				
Phone	: <u>614-5</u>	594-9394				
Email:	Info@	②radon-pros.cor	n			<del> </del>
Rusine	es Hou	rs· 8:00AM-5:00	OPM Monday-Friday,	11am-2:3	0pm Saturday,	Close
Contra	act, inc	lude name, tit	all employees that w tle and license numbe	er:	King anaor (	uiis
Contra Thom	act, inc	lude name, tit	Owner, Presiden	er: Manager		
Contra Thom	act, inc	lude name, tit	Owner, Operations	er: Manager	RS428	
Contra Thom	act, inc	lude name, tit	Owner, Operations	er: Manager	RS428	
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Contra Thom	act, inc	lude name, tit	Owner, Operations	er: Manager	RS428	
Thom Robe	act, inc	lude name, tit	Owner, Operations	er: Manager	RS428	
Thom Robe	act, inc nas Pel ert Pete	lude name, tit	Owner, Operations Owner, Presiden	er: Manager	RS428	
Thom Robe Pricin	g Sche	lude name, tit	Owner, Operations Owner, Presiden	er: Manager	RS428	

- 3. 1st Continuous Radon Monitoring (CRM) test: \$120.00 per
- 4. Each additional CRM test: \$120.00 per

#### 4. Documents Required to be Submitted with the Bid

- a. Bidder shall provide copies of licenses and credentials necessary to perform the scope of services: Health Radon License for all personnel to conduct radon tests.
- b. Bidder shall provide documentation of available resources (personnel, equipment, and facilities such as use of a State certified lab) or ability to access resources to perform the required services competently and expeditiously
- c. Bidder shall provide information about providing similar services, either completed in the last five (5) years or currently in progress, from at least two clients, including: owner's name; project name, description and location; original and final completion dates; contact person and telephone number.

Scan and upload this completed document to line 10 in Vendor Services Portal, along with the "Documents Required to be Submitted with the Bid" from Section 5 of the ITB.

OP ID: JL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/10/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). CONTACT Julie Lotze 502-736-7000 PHONE (A/C, No, Ext): 502-736-7000 E-MAIL ADDRESS: Julie@nelsoninsurancegroup.com Nelson Insurance Agency, Inc. 2000 Envoy Circle Louisville, KY 40299 Steven R. Riggs, AAI FAX (A/C, No): 502-736-7001 NAIC# INSURER(S) AFFORDING COVERAGE 15350 INSURER A: NSI-Div. of West Bend Mutual INSURED Robert Peters INSURER B: INSURER C: dba Radon Pros 1873 Sulton Court INSURER D: Grove City, OH 43123 INSURER E : INSURER F: REVISION NUMBER: CERTIFICATE NUMBER: COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. POLICY EFF POLICY EXP ADDL SUBR LIMITS POLICY NUMBER TYPE OF INSURANCE 1.000.000 X COMMERCIAL GENERAL LIABILITY EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) 100,000 CLAIMS-MADE X OCCUR B247260 02/06/2023 02/06/2024 X 5,000 Professional 02/06/2023 | 02/06/2024 A MED EXP (Any one person) 1,000,000 Pollution 02/06/2023 02/06/2024 Α PERSONAL & ADV INJURY 2,000,000 GENERAL AGGREGATE GEN'L AGGREGATE LIMIT APPLIES PER: 2.000.000 POLICY X PROT LOC PRODUCTS - COMP/OP AGG OTHER: COMBINED SINGLE LIMIT (Ea accident) AUTOMOBILE LIABILITY ANY AUTO BODILY INJURY (Per person) OWNED AUTOS ONLY SCHEDULED AUTOS BODILY INJURY (Per accident)
PROPERTY DAMAGE
(Per accident) HIRED AUTOS ONLY NON-OWNED AUTOS ONLY UMBRELLA LIAB **OCCUR** EACH OCCURRENCE **EXCESS LIAB** CLAIMS-MADE **AGGREGATE** RETENTION \$ DED WORKERS COMPENSATION AND EMPLOYERS' LIABILITY PER STATUTE\_ ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) E.L. EACH ACCIDENT N/A E,L. DISEASE - EA EMPLOYER If yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) City of Columbus, Healthy Homes Program are included a additional insured as per written contract. CANCELLATION CERTIFICATE HOLDER COLUM-6 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. City of Columbus **Healthy Homes Program** 111 N Front Street, 3rd Fl AUTHORIZED REPRESENTATIVE Columbus, OH 43215 Steven R. Riggs



### **Bureau of Workers' Compensation**

30 W. Spring St. Columbus, OH 43215

#### **Certificate of Ohio Workers' Compensation**

This certifies that the employer listed below participates in the Ohio State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. This certificate is only valid if premiums and assessments, including installments, are paid by the applicable due date. To verify coverage, visit www.bwc.ohio.gov, or call 1-800-644-6292.

This certificate must be conspicuously posted.

Policy number and employer 01138596

R J PETERS COMPANY INC Radon Pros 1873 SULTON CT GROVE CITY OH 43123-7676

www.bwc.ohio.gov Issued by: BWC



Period Specified Below 07/01/2022 to 07/01/2023

Stephanie McCloud

Administrator/CEO

You can reproduce this certificate as needed.

#### **Ohio Bureau of Workers' Compensation**

#### **Required Posting**

Section 4123.54 of the Ohio Revised Code requires notice of rebuttable presumption. Rebuttable presumption means an employee may dispute or prove untrue the presumption (or belief) that alcohol, marihuana or a controlled substance not prescribed by the employee's physician is the proximate cause (main reason) of the work-related injury.

The burden of proof is on the employee to prove the presence of alcohol, marihuana or a controlled substance was not the proximate cause of the work-related injury. An employee who tests positive or refuses to submit to chemical testing may be disqualified for compensation and benefits under the Workers' Compensation Act.



Bureau of Workers' Compensation

You must post this language with the Certificate of Ohio Workers' Compensation.