

First Reading: April 16, 2024
Second Reading: dispensed

RESOLUTION 2024 - 038

**A RESOLUTION AUTHORIZING A CONTRACT FOR THE FINLEY LANE
SIDEWALK IMPROVEMENTS AND DISPENSING WITH A SECOND READING**

WHEREAS, the Board of Township Trustees is desirous of making improvements to sidewalks in the township and wishes to construct a sidewalk on the north side of Finley Lane between Montgomery Road and Lyncris Drive (the "Finley Lane Sidewalk Improvements"); and

WHEREAS, the Township prepared specifications for the Finley Lane Sidewalk Improvements and advertised for bids as required by state law; and

WHEREAS, Ford Development Corp., submitted a bid in the total amount of \$237,013.15 in accordance with the specifications prepared by the Township; and

WHEREAS, the proposal submitted by Ford Development Corp was the lowest and best bid received;

NOW THEREFORE, BE IT RESOLVED by the Board of Township Trustees of Sycamore Township, State of Ohio:

SECTION 1. That the contract for the Finley Lane Sidewalk Improvements is hereby awarded to Ford Development Corp Furthermore, the Administrator is hereby authorized and directed to enter into an agreement on behalf of the Township with Ford Development Corp for the Finley Lane Sidewalk Improvements as set forth in the specifications prepared by the Township for the project.

SECTION 2. Such contract shall provide that Ford Development Corp shall provide and furnish all of the labor, materials, tools, expendable equipment, and all utility, insurance and transportation services required in accordance with the specifications prepared by the Township, which specifications shall be made a part of such contract.

SECTION 3. Subject to additions and deletions contained therein, the contract price shall not exceed \$237,013.15.


SECTION 4. The Board of Township Trustees of Sycamore Township, by at least two-third vote of all of its members, dispenses with any requirement that this Resolution be read on two separate days and authorizes its passage upon one reading.

SECTION 5. This Resolution shall take effect on the earliest date allowed by law.

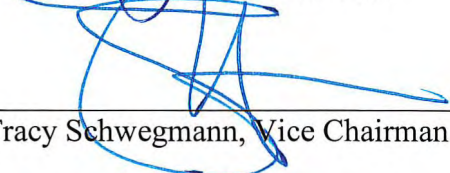
VOTE RECORD:

Mr. Kellums Aye Ms. Schwegmann Aye Mr. Weidman Aye

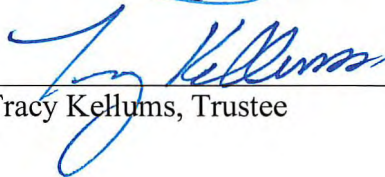
PASSED at a meeting of the Board of Township Trustees this 16th day of April, 2024.



Thomas J. Weidman, Chairman



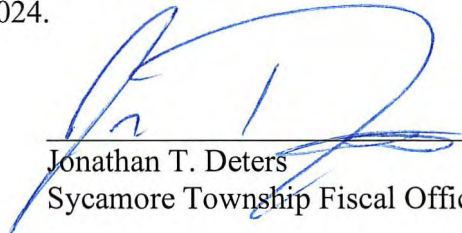
Tracy Schwegmann, Vice Chairman



Tracy Kellums, Trustee

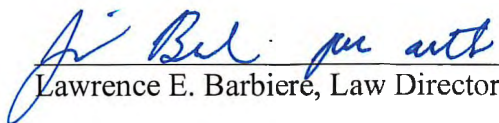
AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Sycamore Township Fiscal Officer this 16th day of April, 2024.



Jonathan T. Deters
Sycamore Township Fiscal Officer

APPROVED AS TO FORM:



Lawrence E. Barbieri, Law Director

**PUBLIC WORKS CONTRACT
SYCAMORE TOWNSHIP, OHIO**

This contract, entered into as of the 16th day of April, 2024, by and between **SYCAMORE TOWNSHIP, COUNTY OF HAMILTON, OHIO**, acting by and through its Board of Township Trustees ("**Owner**") and _____, an Ohio corporation, doing business as _____, whose address is _____ ("**Contractor**"),

WITNESSETH:

For good and valuable mutual consideration and in consideration of the agreements herein to be performed and/or payments to be made by Owner and Contractor, said parties agree as follows:

1. Contractor will provide, construct and install **The FINLEY LANE SIDEWALK IMPROVEMENTS ("Project")**, per the prices bid and indicated on Exhibit A attached hereto, which by this reference is made a part hereof, which bid has been accepted by official action of the Owner. Contractor shall perform all work necessary to be performed to complete the Project in accordance with the contract documents attached as Exhibit B and by this reference made a part hereof ("**Contract Documents**") at its own cost and expense, furnishing all materials, supplies, machinery, equipment, tools, supervision, labor, liability and workers compensation insurance, and such other accessories and services as may be necessary, in accordance with the conditions and prices stated in the Information To Bidders, General Conditions, and printed or written explanatory matter pertaining thereto, the specifications and Contract Documents, all of which are made parts hereof and collectively constitute the Contract. Contractor agrees to indemnify and hold harmless the Owner from and against any and all actions, suits and claims arising out of the performance by Contractor of this Contract. Any warranties and indemnities contained in this Contract shall survive the completion of this Contract.

2. The Contractor hereby agrees to commence work on the Project on or after the date specified in the written Notice of Commencement of Public Improvement to be provided by the Owner, which notice is attached hereto as Exhibit C and by this reference made a part hereof, and to fully complete the Project in accordance with the Contract Documents no later than **JULY 31, 2024 ("Construction Completion Date")**. The Contractor further agrees to pay liquidated damages to the Owner in accordance with Section 108.07-1 of the State of Ohio Contract and Specification Manual, in the amount of \$1000.00 per day for each calendar day, commencing the day after the Completion Date, that the Project is not completed.

3. Upon completion, inspection, and acceptance of the Project, the Owner agrees to pay the Contractor the amount due hereunder, subject to any additions and deletions approved in writing by the Owner, within thirty (30) days of acceptance of the Project and receipt of Contractor's invoice.

4. This Contract shall be governed and construed in accordance with the laws of the State of Ohio.

5. This Contract may be amended only with the written consent of the parties hereto.

6. This Contract shall not be assigned by either party hereto.

7. This Contract may be executed in counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

8. If any section, paragraph, sentence, clause or provision hereof shall for any reason be held to be invalid or unenforceable, the invalid or unenforceable section, paragraph, sentence, clause or provision hereof shall not affect the validity and enforceability of any of the remaining provisions of this Contract.

IN WITNESS WHEREOF, the Owner and Contractor have each caused this Contract to be executed by their duly authorized officers all as of that date and year first above written.

Contractor

By: _____

Title: _____

SYCAMORE TOWNSHIP,
County of Hamilton, Ohio,
acting by and through its
Board of Township Trustee
By: _____
Greg Bickford
Township Administrator

(Resolution No. 2024-038)