

First Reading: May 6, 2025
Second Reading: dispensed

RESOLUTION 2025- 037

A RESOLUTION AUTHORIZING A CONTRACT FOR THE 2025 PAVEMENT RESURFACING PROGRAM AND DISPENSING WITH A SECOND READING

WHEREAS, the Board of Township Trustees is desirous of making improvements and repairs to roads in the Township on the following streets: 1st Ave, 2nd Ave, 3rd Ave, 4th Ave, 5th Ave, 6th Ave and 7th Ave, (the “2025 Pavement Resurfacing Program”); and

WHEREAS, the Township prepared specifications for the 2025 Pavement Resurfacing Program and advertised for bids as required by state law; and

WHEREAS, Barrett Paving Materials Inc., submitted a bid in the total amount of \$270,048.35 in accordance with the specifications prepared by the Township; and

WHEREAS, the proposal submitted by Barrett Paving Materials Inc. 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 2025 Pavement Resurfacing Program is hereby awarded to Barrett Paving Materials Inc. Furthermore, the Administrator is hereby authorized and directed to enter into an agreement on behalf of the Township with Barrett Paving Materials Inc., for the 2025 Pavement Resurfacing Program as set forth in the specifications prepared by the Township for the project.

SECTION 2. Such contract shall provide that Barrett Paving Materials Inc., 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 \$270,048.35.

SECTION 4. That the Board finds and determines that all formal actions relative to the passage 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 5.

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

VOTE RECORD:

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

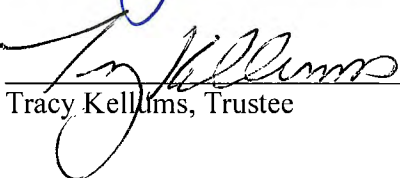
PASSED at a meeting of the Board of Township Trustees this 6th day of May 2025.

Absent

Tracy Schwegmann, Chairman



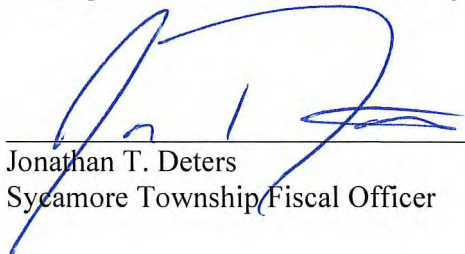
Tom Weidman, Vice Chairman



Tracy Kellums, Trustee

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Sycamore Township Fiscal Officer this 6th day of May 2025.



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 6 day of MAY, 2025, by and between **SYCAMORE TOWNSHIP**, COUNTY OF HAMILTON, OHIO, acting by and through its Board of Township Trustees ("**Owner**") and Barrett Paving Materials Inc., a Delaware corporation, doing business as Barrett Paving Materials Inc., whose address is 3751 Commerce Drive, Franklin, Oh 45005 ("**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 2025 Sycamore Township Pavement Resurfacing Program ("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 **October 1, 2025 ("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.

Barrett Paving Materials Inc.
Contractor
By: W. Kroll Daniel P. Rose
Title: Sr. Estimator Estimator

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

(Resolution No. 2025-037)