

First Reading: November 7, 2013

Second Reading: dispensed

RESOLUTION 2013 - 179

**A RESOLUTION APPROVING A CHANGE ORDER TO A CONTRACT FOR THE
KENWOOD ROAD UTILITY AND ROADWAY IMPROVEMENTS PROJECT,
DISPENSING WITH THE SECOND READING AND DECLARING AN EMERGENCY**

WHEREAS, the Board of Township Trustees has contracted with Bansal Construction for improvements of roads and utilities on Kenwood Road in the Township (the "Kenwood Road Utility and Roadway Improvements Project"); and

WHEREAS, the Board of Township Trustees desires to approve a change order to the contract for the Kenwood Road Utility and Roadway Improvements Project;

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

SECTION 1. The attached change order to the contract with Bansal Construction for the Kenwood Road Utility and Roadway Improvements Project for temporary striping in the amount of \$6,120.00 is hereby approved and the President of the Board and Fiscal Officer, or Acting Township Administrator or the Road Superintendent are authorized and directed to execute the change order on behalf of the Board.

SECTION 2. The Board of Township Trustees of Sycamore Township, by at least two-third vote of all of its members, dispenses with the requirement that this Resolution be read on two separate days and authorizes its passage upon one reading.

SECTION 3. This Resolution is hereby declared to be an emergency measure, necessary for the preservation of the public peace, health, welfare, and safety of the Sycamore Township. The reason for the emergency is to provide for the immediate and continuing improvements to safety of the roads in the Township.

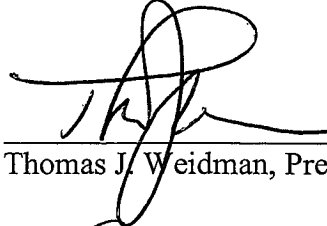
VOTE RECORD:

Mr. Bishop AYE

Mr. Connor AYE

Mr. Weidman AYE

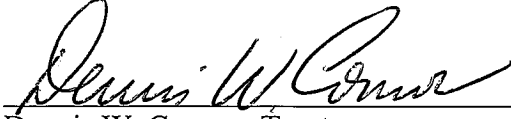
PASSED at a meeting of the Board of Township Trustees this 7th day of November, 2013.



Thomas J. Weidman, President



Cliff W. Bishop, Vice President



Dennis W. Connor, Trustee

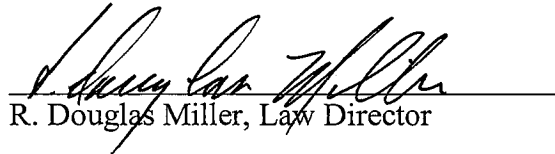
AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Sycamore Township Fiscal Officer, this 7th day of November, 2013.



Robert C. Porter, III
Sycamore Township Fiscal Officer

APPROVED AS TO FORM:


R. Douglas Miller, Law Director

CHANGE ORDER

Owner
 Engineer
 Contractor
 Field
 Other

PROJECT:	Kenwood Road-Utility and Roadway Improvements	CHANGE ORDER NUMBER:	Eight
(name, address)	Sycamore Township, Ohio	DATE:	10/30/2013
TO CONTRACTOR:	Bansal Construction Inc.	ENGINEER'S PROJECT NO.:	13031
(name, address)	3263 Homewardway Fairfield, OH 45014	CONTRACT DATE:	1-30-13
		CONTRACT FOR:	Utility and Roadway Improvements

The Contract is changed as follows:

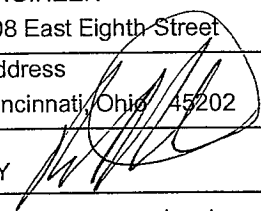
ADD:

Temporary Pavement Stripping of Kenwood Road after the surface is milled and after the asphalt concrete-intermediate course is placed, as per attached.

Summary \$6,120.00

The original (Contract sum)(Guaranteed Maximum Price) was	\$ 2,769,825.48
Net change by previously authorized Change Orders	\$ 122,020.58
The (Contract Sum)(Guaranteed Maximum Price) prior to this Change Order was	\$ 2,891,846.06
The (Contract sum)(Guaranteed Maximum Price) will be (increased)(decreased) (unchanged) by this Change Order in the amount of	\$ 6,120.00
The new (Contract sum)(Guaranteed Maximum Price) including this Change Order will be	\$ 2,897,966.06
The Contract Time will be (increased)(decreased)(unchanged) by	() days.

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time, or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

Brandstetter Carroll Inc.	Bansal Construction Inc.	Sycamore Township
ENGINEER	CONTRACTOR	OWNER
308 East Eighth Street	3263 Homewardway	8540 Kenwood Ave.
Address	Address	Address
Cincinnati, Ohio 45202	Fairfield, OH 45014	Cincinnati, OH 45236
BY 	BY	BY
DATE 11/11/13	DATE	DATE

NOT VALID UNLESS SIGNED BY THE OWNER, ENGINEER AND CONTRACTOR

Change Order NO 0

Overall Summary

Month: _____ Construc. Days _____

Project No.: KENWOOD DSR: N/A Co./Rt./Sec.: UTILITIES IMPROVEMENTS Contractor: BANSAL CONSTRUCTION, INC.

Change Order No.: CO201304-0 Created by: AJAY BANSAL

LABOR MONTHLY COST SUMMARY WORK: CONFIRMATION ESTIMATE FOR THE TEMPORARY STRIPPING FOR MILLED & INTERMEDIATE SURFACE

Labor Cost... see sheet 2 VERBALLY APPROVED BY MR. DAVE STANGER

Fringes... see sheet 2 + _____

Subtotal AT THE JOB SITE.

Profit and Overhead + _____

Administration Fees... see sheet 2 + _____

Pay Roll Tax... 34.55% + _____

Total Labor Cost

MONTHLY FORCE ACCOUNT SUMMARY NOTES: SUB CONTRACTOR QUOTE ATTACHED.

Total Labor Cost

Total Owned Equipment Cost

Total Material Cost

Contract Unit Bid Price

Subcontractor Price \$6,120.00

Bond Cost _____

Total Monthly FA Cost \$6,120.00

Owner Signature

Date

Contractor Signature

Date

Ajay Bansal

10/28/2013



All Types of Flashers, Signs, and Traffic Safety Devices

Locations in: Cincinnati • Dayton • Cleveland

BWC DRUG-FREE WORKPLACE APPROVED - EQUAL OPPORTUNITY EMPLOYER

**BANSAL CONSTRUCTION, INC.
PRICE QUOTATION
ADDITIONAL (10/25/2013)**

Letting Date: January 14, 2013	0% DBE/EDGE Goal	Completion Date: September 30, 2013
Funding Source: Federal:	State:	Local: XXXXXX

Project: Kenwood Road Utility and Roadway Improvement Project		
County: Hamilton	District:	
Type of Pavement:	Asphalt: XXXXXX	Concrete:

Location: Kenwood Road from Euclid Road to Montgomery Road in Sycamore Township, Hamilton County, Ohio.

LINE ITEMS:

Ref. #	Item No.	Quantity	Unit	Unit Price		Total Cost
	TEMPORARY STRIPING					
	614	1	LS	\$ 5,620.00	Applying Work Zone Center Line, Channelizing Line & Lane Line On Milled Surface And Leveling Surface, With In The Project Limits, On Kenwood Road, Only.	\$ 5,620.00
					TOTAL:	\$ 5,620.00

REMOVAL:

This quotation **DOES NOT** include the cost for removal of existing or conflicting pavement markings.

Class I Temporary Paint Striping includes [2] mobilization(s). Each additional mobilization will be **\$2,810.00**.

THIS QUOTATION IS BASED ON AN ESTIMATED NUMBER OF MOVE-INS FOR EACH TYPE OF CREW. AN ADDITIONAL MOVE-IN WILL BE CHARGED:

- WHEN THE ANTICIPATED WORK CAN NOT BE COMPLETED CONTINUOUSLY OR IN ITS ENTIRETY WITH ONE CREW IN A SINGLE SHIFT OF WORK, THROUGH NO FAULT OF A&A SAFETY.
- WHEN THE ACTUAL NUMBER OF DAYS AND/OR MOVE-INS EXCEEDS THE ESTIMATED AMOUNT QUOTED, FOR ANY TYPE OF CONSTRUCTION OPERATION THAT REQUIRES A&A SAFETY TO BE ON-SITE TO PERFORM ITS WORK.
- WHEN THE PRIME CONTRACTOR FAILS TO NOTIFY A&A SAFETY THAT THE SCHEDULED WORK HAS BEEN CANCELLED.
- WHEN THE PRIME CONTRACTOR OR THEIR SUBCONTRACTORS FAIL TO PROVIDE AN UNENCUMBERED ROADWAY, WHICH IMPEDES A&A SAFETY'S ABILITY TO PERFORM THEIR SCHEDULED WORK IN AN EFFICIENT MANNER.

IT IS THE PRIME CONTRACTOR'S RESPONSIBILITY TO VERIFY THE ESTIMATED QUANTITY OF MOVE-INS AND TO ADD ANY ADDITIONAL MOVE-IN CHARGES NOT COVERED OR ANTICIPATED BY A&A SAFETY IN OUR QUOTATION. FOR EACH TYPE OF CREW UNDER THIS CONTRACT.

A&A Safety, Inc. requires a 10-day notification for all work zone pavement markings, permanent striping, thermo striping and RPM's. A&A Safety, Inc. adheres to Manufacturers' and ODOT Construction and Material specifications regarding temp./perm. Pavement Marking Installations (i.e. Paint, Thermoplastic, Tape, Barrier Reflectors, Raised Pavement Markers, etc.) The Contractor is responsible for a clean, dry surface with appropriate climate conditions (i.e. surface/air temperature, dew point, etc.) Pricing does not include removal of curing compound. It is not A&A Safety's intent to delay or impede the Contractor's schedule. However, A&A assumes no liability for public safety or "non-payment" of initial or subsequent re-installations. Line Item prices are based on A&A Safety being awarded the Maintenance of Traffic. Partial items and/or quantities are subject to re-quote.

GENERAL:

In the event of a nationwide or industry wide shortage of pavement marking materials, A&A Safety will NOT be held responsible for any additional potential costs or liquidated damages associated with the material shortage.

1126 Ferris Rd. Amelia, OH 45102 - P. (513) 943.6100 - F. (513) 943.6106 - www.aasafetyinc.com

The above proposal does not include lights requiring electric current (Luminaries or Traffic Lights). It does not include closures which are erected & removed on a daily basis, flagman, flagging operations used on a daily basis, police, police cars, concrete barrier, concrete median removal attenuators, glare screens, safety fence, guardrail, nets. It does not include removal or reinstallation of raised pavement markers or lines not included in an item.

Quote based on same retention condition between General Contractor and Owner.

A & A Safety is prepared to mobilize within two (2) weeks of receipt of written Contract or Purchase Order.

Payment due thirty (30) days after invoking A&A Safety reserves the right to charge interest of twenty-four percent (24 %) annum, two percent (2% monthly), cost, attorney fees in event that a violation of the prompt payment law is established.

Prompt payment law requires contractors to pay lower tier subcontractors or suppliers that portion of the payment to the contractor that represents the work done by the contractor or the supplies provided by the supplier, minus retainage, within ten (10) days of receiving payment for the lower tier subcontractor's work. Ohio Rev. Code 4113.61.

After start time has been established, upon arrival if A&A Safety's work is delayed by General Contractor or other Subcontractors A&A Safety reserves the right at its discretion to charge for down-time at a rate of \$200.00 per hour.

THIS QUOTATION DOES NOT INCLUDE THE COST FOR OHIO SALES TAX OR FOR THE COST OF A BID BOND. A&A Safety's bond rate is \$7.20 per \$1,000.00 with a \$250.00 minimum. (NOTE: If the contract completion date will or does exceed more than a total of 24 months, a 1% surcharge of the original total bond amount will be charged, PER MONTH, for each month past the first initial 24 months.

A & A Safety, Inc. does not discriminate on the basis of race, sex, color, age, national origin, disability, or any other protected status. It is anticipated that there may be contractors and/or subcontractors on this project with union labor agreements and those without union labor agreements. A & A Safety intends to work in harmony with any and all personnel on this project regardless of labor union affiliations or lack thereof. This information is provided to avoid any misunderstandings or disputes arising from the Contractor's consideration of A & A Safety's quote for this project.

Prices are firm for 45 days from Letting Date. Pricing is based on all items as a package proposal. The Contractor must verify unit pricing if requesting partial items and/or quantities.