

RESOLUTION 2015- 55

A RESOLUTION AUTHORIZING A CONTRACT FOR THE 2015 CHIP SEAL & MICROSURFACING ROAD PROJECT AND DISPENSING WITH THE SECOND READING

WHEREAS, the Board of Township Trustees is desirous of making improvements to the various roads in the Township by having chip seal & microsurfacing installed on certain roads in Sycamore Township (the "2015 Chip Seal & Microsurfacing Road Project"); and

WHEREAS, the Township caused plans and specifications for the 2015 Chip Seal & Microsurfacing Road Project to be prepared; and

WHEREAS, Strawser Construction submitted the lowest and best bid for 2015 Chip Seal & Microsurfacing Road Project installation on the Ohio State Cooperative Purchasing Program; and

WHEREAS, based on the bid by Strawser Construction, Inc. under the State Cooperative Purchasing Program the 2015 Chip Seal & Microsurfacing Road Project has a cost of \$99,067.50;

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

SECTION 1. The attached contract with Strawser Construction, Inc. for the 2015 Chip Seal & Microsurfacing Road Project is hereby approved and the President of the Board and Fiscal Officer or the Township Administrator are authorized and directed to execute the contract with Strawser Construction, Inc. on behalf of the Township

SECTION 2. Subject to additions and deletions contained therein, the contract price with Strawser Construction, Inc. shall not exceed \$99,067.50.

SECTION 3. 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 4. This Resolution shall take effect on the earliest date allowed by law.

VOTE RECORD:

Mr. Bishop AYE

Mr. Connor AYE

Mr. Weidman AYE

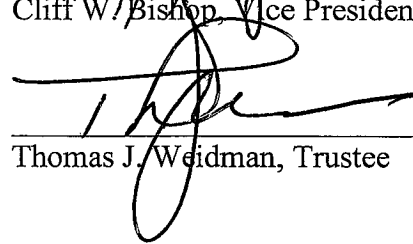
PASSED at the meeting of the Board of Trustees this 7th day of May, 2015.



Dennis W. Connor, President



Cliff W. Bishop, Vice President



Thomas J. Weidman, Trustee

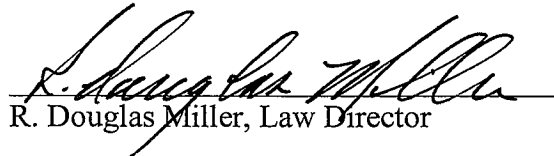
AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Sycamore Township Fiscal Officer, this 7th day of May, 2015.



Robert C. Porter, III
Sycamore Township Fiscal Officer

APPROVED AS TO FORM:



R. Douglas Miller, Law Director

CONTRACT

THIS AGREEMENT made and entered into this _____ day of May, 2015, by and between the Board of Township Trustees of Sycamore Township, Ohio, a Township organized under the laws of the State of Ohio (hereinafter "Township") and Strawser Construction, Inc.(hereinafter "Contractor").

WITNESSETH

That said parties for and in consideration of their mutual promises and agreements hereinafter set forth, do hereby agree as follows:

1. **Scope of Work.** Said Contractor agrees to provide all the material, perform all the labor and other work for the 2015 Chip Seal and Microsurfacing Project as detailed on and in strict accordance with the proposal which is attached hereto and incorporated into this Contract, and under the direction and to the satisfaction of the Township or its authorized representative.

2. **Time for Commencement and Completion.** The work shall be commenced upon execution of this contract and shall be completed within _____ days, unless for good cause, extension of time is granted to Contractor.

3. **Termination of Contract for Cause.** If through any cause, the Contractor shall fail to fulfill in timely and proper manner its obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements or stipulations of this Contract, the Township shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five days before the effective date of such termination.

Notwithstanding the above, the Contractor shall not be relieved of liability to the Township for damages sustained by the Township by virtue of any breach of the Contract by the Contractor, and the Township may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the Township from the Contractor is determined.

4. **Compliance with Local Laws.** The Contractor, at all times, agrees to observe and comply with all federal, state and local laws, ordinances and regulations in any manner affecting the conduct of the work. Contractor agrees to indemnify and save harmless said Township and all its officials, officers, agents, employees and servants against any claim or liability arising from or based on the violation of any such law, ordinance or regulation, whether by himself, his employees, agents, subcontractors or materialmen.

5. **Prevailing Wage Rates.** If required under Ohio law, the Contractor agrees to pay the prevailing rate of wages on public improvements as provided for in Section 4115.05 through Section 4115.10 of the Revised Code of Ohio and to prepare and file all forms as necessary to assure compliance with such section.

6. **Compliance with Worker's Compensation Act.** The Contractor agrees to comply with the State law known as the Worker's Compensation Act, and shall pay to the State Insurance Fund the necessary premiums required by the act to cover all employees working on this job and under the control of the Contractor and agrees to relieve the Township from any cost due to accidents or other liabilities mentioned in said Act. Contractor also agrees to furnish at the time of delivery of this Contract and at such other times as may be requested, the official Certificate of Receipt showing the payment hereinbefore referred to.

7. **Insurance.** The Contractor agrees to secure and maintain during the life of this Contract, Contractor's Public Liability Insurance in the amount of not less than \$1,000,000.00 for injuries, including accidental death to any one person and subject to the same limit per person in an amount not less than \$2,000,000.00 in the aggregate. Contractor's Liability Insurance shall name the Township as an additional insured and shall be in such form as to protect the Township from its contingent liability to others for damages because of bodily injury including death, and for property damage which may arise from the construction under this contract.

8. **Liens.** The Contractor further agrees that if at any time there shall be evidence of any lien or claim against said Contractor for which it was established said Township might become liable, said Township shall have the right to retain, out of any payment due or thereafter to become due to Contractor, an amount sufficient to completely indemnify said Township

against such liens or claims; that if there shall be such lien or claim after all payments have been made to Contractor, said Contractor shall refund to said Township all monies which said Township may be compelled to pay in discharging said lien or claim on said premises.

9. **Performance and Assignability.** Said Contractor further agrees to give its personal attention to the faithful prosecution of said work and to keep the same under its personal control; he shall at all times keep the work area free from accumulation of waste material or rubbish caused by its employees at work, and shall remove said rubbish from and about the work area at frequent intervals; that it will not assign the Contract or any part thereof without the previous written consent of said Township endorsed on said Contract; and will not assign by power of attorney or otherwise any of the money payable under this Contract unless by and with the like consent of said Township to be signified in like manner.

10. **Certificate of Payment.** Said Contractor and said Township further mutually agree that no Certificate given or payment made under this Contract, except the final Certificate of final payment, shall be conclusive evidence of the performance of this Contract, either wholly or in part, and that no payment shall be construed to be an acceptance of defective work or improper materials.

11. **Guarantee of work.** The Contractor shall guarantee all the work for a period of one year from date set forth in Final Certificate of Final Payment "Final Estimate," against defects resulting from the use of inferior materials, equipment or workmanship, unless the bid and specifications call for some other guarantee period. The Contractor further agrees to pass on to Township any Guarantees or Warranties on items incorporated into Contractor's work.

12. **Price.** Said Township further agrees to pay said Contractor for the labor and materials provided for in this Contract the sum of Ninety Nine Thousand Sixty-Seven and 50/100 Dollars (\$99,067.50), payable as follows: cash upon completion and acceptance of the work.

13. **Bond.** Contractor, upon the execution of this Agreement, will furnish and deliver to Township a performance bond to secure the performance of this Contract, with surety or

sureties thereon, to the approval of the Council of the Sycamore Township and as set out in the proposal.

14. **Illegal Immigrants.** The Contractor, in addition to any other penalty provided by law, shall pay a penalty to the Township equal to ten percent (10%) of the Contract amount or Five Thousand Dollars (\$5,000.00), whichever amount is greater, if the Contractor or any subcontractor of the Contractor is found to have employed an illegal immigrant in on the project. "Illegal immigrant" means a person who has either entered the United States of America in violation of its immigration laws or has legally entered the United States of America but has overstayed their visa to live or work in the United States of America in violation of its immigration laws.

The rest of this page is intentionally left blank – signature page to follow

IN WITNESS WHEREOF, said Contractor by _____, its
_____, and the Township by Dennis W. Connor, President of the
Board of Township Trustees and Robert C. Porter III, Fiscal Officer, have hereunto set their
several signatures hereto on the day and year first above written.

**TOWNSHIP OF
SYCAMORE, OHIO**

By: _____
Dennis W. Connor, President

By: _____
Robert C. Porter, III, Fiscal Officer

CONTRACTOR

By: _____

4/1/2015

Mr. Tracy Kellums
Sycamore Twp. Hamilton County

Re: 2015 Cape Seal Project

Mr. Kellums
Strawser Construction, Inc. is pleased to present the following proposal for your review.
We will furnish all labor, equipment and materials to complete the following scope of work:

Chip Seal & Microsurfacing (Light Cape Seal) – 17,850 SY

Clean pavement to remove all debris and vegetation.

Install 17,850 SY of Light Cape Seal. SAMI to be installed @ 0.32 Gal. / SY w/ #9 cover aggregate.

BlackMat to be installed at 18 lbs. / SY.

Streets to be resurfaced:

Trotters Chase
Winthrop
Winngate
Thayer
Carnaby
Whittington

<u>Item</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Extension</u>
1) Chip Seal Interlayer	17,850 SY	\$2.66 / SY	\$47,481.00
2) Microsurfacing w/ Trap	17,850 SY	\$2.89 / SY	\$51,586.50
Total Project Extension			\$99,067.50

Certificate of Insurance

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON YOU THE CERTIFICATE HOLDER. THIS CERTIFICATE IS NOT AN INSURANCE POLICY AND DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW. POLICY LIMITS ARE NO LESS THAN THOSE LISTED, ALTHOUGH POLICIES MAY INCLUDE ADDITIONAL SUBLIMIT/LIMITS NOT LISTED BELOW.

This is to Certify that

Strawser Construction, Inc.
1595 Frank Road
Columbus OH 43223

NAME AND
ADDRESS
OF INSURED



Liberty Mutual.
INSURANCE

is, at the issue date of this certificate, insured by the Company under the policy(ies) listed below. The insurance afforded by the listed policy(ies) is subject to all their terms, exclusions and Conditions and is not altered by any requirement, term or condition of any contract or other document with respect to which this certificate may be issued.

TYPE OF POLICY	EXP DATE <input type="checkbox"/> CONTINUOUS <input type="checkbox"/> EXTENDED <input checked="" type="checkbox"/> POLICY TERM	POLICY NUMBER	LIMIT OF LIABILITY										
WORKERS COMPENSATION	4/1/2016	WC7-631-004090-015	<div>COVERAGE AFFORDED UNDER WC LAW OF THE FOLLOWING STATES: All States except: ND, OH, WA, WY</div> <table border="1"> <thead> <tr> <th colspan="2">EMPLOYERS LIABILITY</th> </tr> </thead> <tbody> <tr> <td>Bodily Injury by Accident</td> <td>\$1,000,000 Each Accident</td> </tr> <tr> <td>Bodily Injury By Disease</td> <td>\$1,000,000 Policy Limit</td> </tr> <tr> <td>Bodily Injury By Disease</td> <td>\$1,000,000 Each Person</td> </tr> </tbody> </table>	EMPLOYERS LIABILITY		Bodily Injury by Accident	\$1,000,000 Each Accident	Bodily Injury By Disease	\$1,000,000 Policy Limit	Bodily Injury By Disease	\$1,000,000 Each Person		
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COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> OCCURRENCE <input type="checkbox"/> CLAIMS MADE	4/1/2016 <div>RETRO DATE</div>	TB2-631-004090-025 -Includes Per Project Aggregate -Includes XCU	<table border="1"> <tbody> <tr> <td>General Aggregate</td> <td>\$2,000,000</td> </tr> <tr> <td>Products / Completed Operations Aggregate</td> <td>\$2,000,000</td> </tr> <tr> <td>Each Occurrence</td> <td>\$2,000,000</td> </tr> <tr> <td>Personal & Advertising Injury</td> <td>\$2,000,000 Per Person / Organization</td> </tr> <tr> <td>Other Damages to Premises: \$100,000</td> <td>Other Medical Payments: \$10,000</td> </tr> </tbody> </table>	General Aggregate	\$2,000,000	Products / Completed Operations Aggregate	\$2,000,000	Each Occurrence	\$2,000,000	Personal & Advertising Injury	\$2,000,000 Per Person / Organization	Other Damages to Premises: \$100,000	Other Medical Payments: \$10,000
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OTHER													
ADDITIONAL COMMENTS For work performed on Sycamore Township, Hamilton, OH 2015 Cape Seal Project.													

* If the certificate expiration date is continuous or extended term, you will be notified if coverage is terminated or reduced before the certificate expiration date.

NOTICE OF CANCELLATION: (NOT APPLICABLE UNLESS A NUMBER OF DAYS IS ENTERED BELOW.) BEFORE THE STATED EXPIRATION DATE THE COMPANY WILL NOT CANCEL OR REDUCE THE INSURANCE AFFORDED UNDER THE ABOVE POLICIES UNTIL AT LEAST 30 DAYS NOTICE OF SUCH CANCELLATION HAS BEEN MAILED TO:

Liberty Mutual Insurance Group

Certificate Holder

Sycamore Township
8540 Kenwood Road
Cincinnati, OH 45236

Joy Sanchez

AUTHORIZED REPRESENTATIVE

New York / 0202
114 West 47th St.
New York

NY 10036

212-391-7500

4/15/2015

OFFICE

PHONE

DATE ISSUED

This certificate is executed by LIBERTY MUTUAL INSURANCE GROUP as respects such insurance as is afforded by those Companies NM 772 07-10