

First Reading: October 2, 2018  
Second Reading: dispensed

RESOLUTION 2018- 105

**A RESOLUTION DETERMINING TO INSTALL A FIBER OPTIC INTERCONNECT SYSTEM WITHIN SYCAMORE TOWNSHIP, AUTHORIZING A CONTRACT WITH PRIME AE GROUP, INC. FOR THE SYCAMORE TOWNSHIP INTERCONNECT PROJECT PHASE 2, AND DISPENSING WITH A SECOND READING**

**WHEREAS**, the Board of Township Trustees is desirous of making improvements to parks in the Township by making fiber optic interconnections within Sycamore Township for connection to all Township maintained parks and buildings with security cameras (the "Sycamore Township Interconnect Project Phase 2"); and

**WHEREAS**, the Board of Township Trustees desires to contract for engineering services and, in cooperation with the Ohio Department of Transportation, has followed the procedure set forth in Ohio Revised Code for selection of an engineering firm for the Sycamore Township Interconnect Project Phase 2; and

**WHEREAS**, the Board of Township Trustees desires determine to proceed with the Sycamore Township Interconnect Project Phase 2 and to contract with PRIME AE Group, Inc. for engineering services for the project;

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

**SECTION 1.** The Board determines to proceed with the Sycamore Township Interconnect Project Phase 2. The Township Administrator is authorized and directed to contract with PRIME AE Group, Inc. to provide the engineering for the Sycamore Township Interconnect Project Phase 2 as set forth in the proposal prepared by the Township and the Ohio Department of Transportation for the project.

**SECTION 2.** The contract, in substantially the same form as the attached Sycamore Township Agreement No. 32803, is hereby approved and the Township Administrator is authorized and directed to execute the agreement on behalf of the Board.

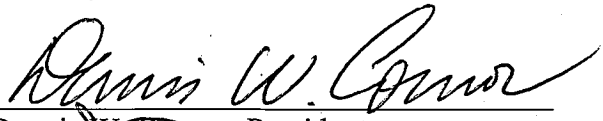
**SECTION 3.** The Board of Township Trustees of Sycamore Township, by at least two-third vote of all of its members, dispenses with any requirement that this Resolution be read on two separate days and authorizes its passage upon one reading.

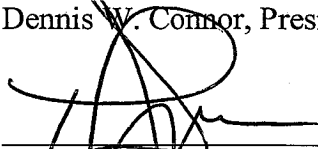
**SECTION 4.** This Resolution shall take effect on the earliest date allowed by law.

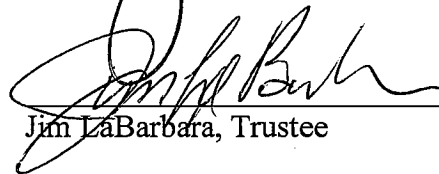
**VOTE RECORD:**

Mr. Connor Aye      Mr. LaBarbara Aye      Mr. Weidman Aye

**PASSED** at the meeting of the Board of Trustees this 2<sup>nd</sup> day of October, 2018.

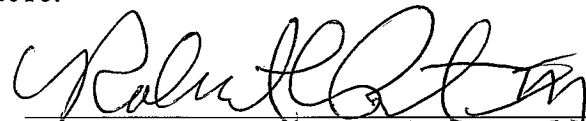
  
\_\_\_\_\_  
Dennis W. Connor, President

  
\_\_\_\_\_  
Thomas J. Weidman, Vice President

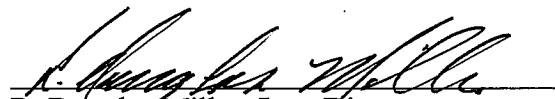
  
\_\_\_\_\_  
Jim LaBarbara, Trustee

**AUTHENTICATION**

This is to certify that this Resolution was duly passed and filed with the Sycamore Township Fiscal Officer, this 2<sup>nd</sup> day of October, 2018.

  
\_\_\_\_\_  
Robert C. Porter, III  
Sycamore Township Fiscal Officer

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
R. Douglas Miller, Law Director

SYCAMORE TOWNSHIP  
AGREEMENT NO. 32803

This Agreement No. entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Sycamore Township of Hamilton County, acting by and through the Township Administrator, hereinafter referred to as the Township, and PRIME AE Group Inc., hereinafter referred to as the Consultant, with an office located at 7870 East Kemper Road, Suite 130, Cincinnati, Ohio 45249.

WITNESSETH:

That the Township and the Consultant, for the mutual considerations herein contained and specified, have agreed and do hereby agree as follows:

CLAUSE I - WORK DESCRIPTION

The Consultant agrees to provide construction engineering and material testing services as may be authorized by the Township for the Sycamore Fiber Optics Phase 2 Project in Hamilton County, Ohio, identified as HAM-Sycamore Twp Interconnect Ph2, PID 107715.

CLAUSE II - INVOICE & PROJECT SCHEDULE

The Township and the Consultant agree to the attached Invoice & Project Schedule including the overall Agreement length, and Scheduled Submittal dates and Review Times set out in the Project Schedule.

The Consultant agrees to submit the completed Invoice & Project Schedule transmittal letter together with the updated Invoice & Project Schedule for all billing purposes for all Parts of this Agreement every thirty (30) days as follows:

- (a) Signed original transmittal letter and invoice (IPS) and three (3) copies of same.

CLAUSE III - PRIME COMPENSATION

The Township agrees to compensate the Consultant for the performance of the Work specified in this Agreement as follows:

Part 1: Construction Inspection.

Rates of Pay Compensation as authorized for each Classification delineated below plus non-salary direct costs. The maximum prime compensation shall not

exceed Thirty-Three Thousand and Fifty Dollars (\$33,050.00). All costs shall be included in the maximum prime compensation.

Agreed Rates of Pay are established as follows:

<i>Firm Name</i>	<i>Classification</i>	<i>Hourly Rate</i>	<i>Overtime Premium Rate</i>
Prime AE Group, Inc.	Project Manager	\$144	\$0.00
	Construction Eng.	\$77	\$0.00
	Project Administrator	\$57	\$0.00
	Inspector/Material Testing	\$71	\$0.00

Compensation shall be further limited as follows:

- (a) Vehicles furnished by the Consultant shall be compensated on a daily rate basis of Forty-Nine Dollars (\$49.00) for automobiles or trucks.

Prime Compensations, only as agreed and by proper modification of this Agreement and authorized in writing by the Township, may be added to or subtracted from under the authority of the Department of Transportation's "Specifications for Consulting Services, 2016 Edition".

#### CLAUSE IV - INCORPORATION BY REFERENCE

The following documents, or specified portions thereof, are hereby incorporated into and made a part of this Agreement as though expressly rewritten herein:

- (a) The Department of Transportation's "Specifications for Consulting Services, 2016 Edition".
- (b) The attached Scope of Services dated August 16, 2018.
- (c) The Invoice & Project Schedule.
- (d) The most current Office of Budget and Management Travel Policy as published on the State of Ohio Website (<http://obm.ohio.gov/TravelRule/default.aspx>).

#### CLAUSE V - GENERAL PROVISIONS

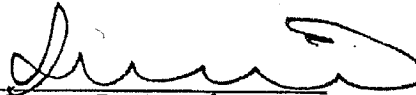
Any person executing this Agreement in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.

Additionally, it is expressly understood by the parties that none of the rights, duties and obligations described in this Agreement shall be binding on either party until such time as the expenditure of

funds is certified by the Director of Budget and Management, pursuant to Section 126.07 of the Ohio Revised Code.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written by affixing the signature of the duly authorized officer of Consultant and the signature of the Township.

PRIME AE Group, Inc.

By:   
Kumar Buvanendaran, PE  
Title: President and CEO

Sycamore Township

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Tracey Kellums  
Maintenance Superintendent/Assistant Township  
Administrator

APPROVED AS TO FORM:

By: \_\_\_\_\_

Title: \_\_\_\_\_