

First Reading: December 4, 2018
Second Reading: dispensed

RESOLUTION 2018-129

**A RESOLUTION AUTHORIZING A CONTRACT WITH CT CONSULTANTS, INC.
FOR ENGINEERING, DESIGN, BIDDING, AND CONSTRUCTION
ADMINISTRATION FOR THE KENNEDY LANE SIDEWALK PROJECT AND
DISPENSING WITH A SECOND READING**

WHEREAS, the Board of Township Trustees wishes to construct a sidewalk on the north side of Kennedy Lane from Montgomery Road to Shadetree Lane in Sycamore Township and the City of Montgomery (the "Kennedy Lane Sidewalk Project") and wishes to provide for the engineering of such sidewalks including field work and plan preparation with regard to the project; and

WHEREAS, the City of Montgomery has agreed in principal to participate with Sycamore Township in the construction of the Kennedy Lane Sidewalk Project; and

WHEREAS, the Board of Township Trustees wishes to contract with CT Consultants, Inc. for the necessary engineering services for the Kennedy Lane Sidewalk Project;

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

SECTION 1. The attached contract with CT Consultants, Inc. is hereby approved and the Township Administrator or the Board President are each individually authorized and directed to execute the contract with CT Consultants, Inc. on behalf of the Board to provide the necessary engineering services for the Kennedy Lane Sidewalk Project in an amount not to exceed \$8,500.00.

SECTION 2. 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 3. This Resolution shall take effect on the earliest date allowed by law.

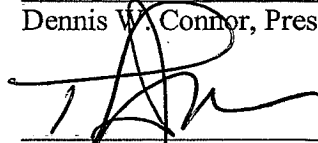
VOTE RECORD:

Mr. Connor Mr. LaBarbara Mr. Weidman

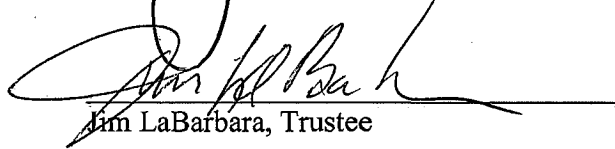
PASSED at the meeting of the Board of Trustees this 4th day of December, 2018.



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 4th day of December, 2018.



Robert C. Porter, III
Sycamore Township Fiscal Officer

APPROVED AS TO FORM:



R. Douglas Miller, Law Director

CONTRACT AND AGREEMENT
BETWEEN OWNER AND ENGINEER/ARCHITECT
FOR PROFESSIONAL SERVICES

THIS AGREEMENT made as of the 12th day of November 2018, by and between Sycamore Township, 8540 Kenwood Road, Sycamore Township, Ohio 45236 (OWNER), and CT Consultants, Inc., 11120 Kenwood Road, Cincinnati, Ohio, 45242 (ENGINEER/ARCHITECT), for the following PROJECT:

**KENNEDY LANE SIDEWALK
MONTGOMERY ROAD TO SHADE TREE LANE**

NOW THEREFORE, the OWNER and the ENGINEER/ARCHITECT, in consideration of their mutual covenants, herein agree in respect of the performance of professional services by the ENGINEER/ARCHITECT and payment for those services by the OWNER as set forth below:

THE OWNER WILL:

1. Provide full information as to his requirements for the PROJECT;
2. Assist the ENGINEER/ARCHITECT by placing at his disposal all available information pertinent to the PROJECT;
3. Guarantee access to and make all provisions for the ENGINEER/ARCHITECT to enter upon private property as required to perform his services under this Agreement;
4. Provide all legal, accounting, and insurance counseling services, soil reports, laboratory tests, and governmental permits necessary for the PROJECT;
5. Give prompt written notice to the ENGINEER/ARCHITECT whenever the OWNER observes or otherwise becomes aware of any defect in the PROJECT or other event which may substantially affect the ENGINEER/ARCHITECT'S performance of services under this Agreement; and
6. Compensate the ENGINEER/ARCHITECT for services rendered under this Agreement.

THE ENGINEER/ARCHITECT WILL:

1. Perform professional services in connection with the PROJECT as described and in accordance with the ENGINEER/ARCHITECT'S proposal letter dated May 4, 2018 and attached hereto as **Exhibit A**.

2. Provide additional services when requested and authorized by the OWNER

GENERAL PROVISIONS

1. Ownership of Documents

All calculations, drawings, specifications and other work products, whether in hard copy or information on electronic media, of the ENGINEER/ARCHITECT for this PROJECT are instruments of service for this PROJECT only and shall remain the property of the ENGINEER/ARCHITECT whether the PROJECT is completed or not. Reuse of any of the instruments of service of the ENGINEER/ARCHITECT by the OWNER on extensions of this PROJECT or any other project is expressly prohibited without written approval by the ENGINEER/ARCHITECT.

CADD Files: The OWNER does not require the possession the project CADD files.

Because data stored on electronic media can deteriorate undetected or be modified without the ENGINEER/ARCHITECT'S knowledge, the OWNER agrees that the ENGINEER/ARCHITECT cannot be held liable for the competence or correctness of the electronic data after an acceptance period of 30 days from delivery of the electronic files.

2. Termination

This Agreement may be terminated by either party by seven (7) days written notice in the event of substantial failure to perform in accordance with the terms of this Agreement by the other party through no fault of the terminating party. If this agreement is terminated, the ENGINEER/ARCHITECT shall be paid for all services performed to the termination date.

3. Standard of Care

The ENGINEER/ARCHITECT'S services as defined herein shall be performed in accordance with the professional engineering/architectural standard of care prevailing at the time and same locality the Services are provided. The OWNER agrees to notify the ENGINEER/ARCHITECT in writing of any problems that arise during the course of this Project and allow the ENGINEER/ARCHITECT to recommend solutions to the problems. If the OWNER proceeds to implement a remedy to a problem without written notification to the ENGINEER/ARCHITECT, the OWNER does so at his own risk and shall have no recourse to ENGINEER/ARCHITECT for any damage or relief.

The OWNER shall add similar language to his contract with the Contractor and/or subcontractor(s) that also notifies the Contractor and/or subcontractor(s) that such procedure shall be followed by the Contractor and/or subcontractor(s) who shall give written notice to all problems to the Owner.

4. Disputes

Any controversy or claim arising out of or relating to this Agreement or the breach thereof may be settled by arbitration or mediation in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

5. Insurance

The ENGINEER/ARCHITECT shall acquire and maintain statutory workmen's compensation insurance coverage, comprehensive general liability insurance coverage, and professional liability insurance coverage. The OWNER agrees to limit the ENGINEER/ARCHITECT'S liability to the OWNER and to all Construction Contractors and Subcontractors on the PROJECT, due to the ENGINEER/ARCHITECT'S professional negligent acts, errors, or omissions, such that the total aggregate liability of the ENGINEER/ARCHITECT to those named shall not exceed One Hundred Thousand (\$100,000) dollars or the ENGINEER/ARCHITECT'S total fee charged for services rendered on this PROJECT, whichever is greater, unless an additional fee based on the liability amount requested is paid to the ENGINEER/ARCHITECT prior to the commencement of work by the ENGINEER/ARCHITECT.

6. Disclaimer: Asbestos, Hazardous Waste, Pollution, & Mold

The ENGINEER/ARCHITECT hereby states, and the OWNER acknowledges, that the ENGINEER/ARCHITECT has no professional liability (errors and omissions) or other insurance, and is unable to reasonably obtain such insurance, for claims arising out of the performance of or failure to perform professional services related to asbestos, hazardous wastes, pollutions, or to mold. The ENGINEER/ARCHITECT further acknowledges he will not perform work in these areas and if an asbestos, hazardous wastes, pollutions, or mold problem is identified on the OWNER'S site, a qualified consultant will be required. Accordingly, the OWNER hereby agrees to bring no claim for negligence or breach of contract against the ENGINEER/ARCHITECT.

7. Opinions of Costs

Since ENGINEER/ARCHITECT has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, ENGINEER/ARCHITECT'S opinions of probable Total Project Costs and Construction Cost provided for herein are to be made on the basis of ENGINEER/ARCHITECT'S best judgment; but ENGINEER/ARCHITECT cannot and does not guarantee that proposals, bids or actual Total Project or Construction Costs will not vary from opinions or probable cost prepared by ENGINEER/ARCHITECT. If, prior to the Bidding or Negotiating Phase, the OWNER wishes greater assurance as to Total Project or Construction Costs, OWNER shall employ an independent Cost Estimator.

8. Site Observation

Notwithstanding anything to the contrary which may be contained in this agreement, the ENGINEER/ARCHITECT shall not have control and shall not be responsible for the means, methods, techniques, sequences or procedure or construction or illegal disposal of construction debris nor shall the ENGINEER/ARCHITECT be responsible for the acts or omissions of the owner. ENGINEER/ARCHITECT shall not be responsible for the failure of the owner, any third party architect or engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the project documents or any other agreement concerning the project.

PAYMENTS TO THE ENGINEER/ARCHITECT

In accordance with the Terms and Conditions of this Agreement, the OWNER shall compensate the ENGINEER/ARCHITECT Zero dollars (\$0.00) prior to commencement of work on this PROJECT and to pay all balances due to ENGINEER/ARCHITECT when ENGINEER/ARCHITECT delivers monthly and final billing to OWNER or his agent.

The total fee charged will be a Lump Sum Fee of \$8,500.00 (one-half of total design cost of \$17,000.00; remaining balance of \$8,500.00 to be paid by the City of Montgomery).

Any Additional Services can be performed upon request for a pre-determined Lump Sum Fee or on a Time and Expenses basis and will be invoiced separately from our Scope of Services as described in the proposal.

TIME OF PAYMENT

The OWNER will make prompt payments to the ENGINEER/ARCHITECT in response to his monthly statements. Payments to the ENGINEER/ARCHITECT of the monthly statements will not be contingent upon the OWNER obtaining project funding. All amounts outstanding at the end of thirty (30) days will receive a 1% per month service charge from the 30th day. OWNER agrees to pay all cost of collection incurred by ENGINEER/ARCHITECT in the collection of any monies owed to ENGINEER/ARCHITECT by OWNER which are more than 45 days outstanding. If after 45 days from the date of ENGINEER/ARCHITECT'S statement, OWNER has not made payment in full to ENGINEER/ARCHITECT, ENGINEER/ARCHITECT may, after giving seven days written notice to the OWNER, suspend services under this agreement. In addition to the contract fee, the OWNER shall reimburse the ENGINEER/ARCHITECT for all sales taxes, if any, required to be paid on engineering services.

SIGNATURES

Should OWNER be a corporation, the person signing this Agreement agrees to take full personal responsibility for the payment of the amounts specified therein.

In witness whereof, the parties hereto have made and executed this Agreement as of the day and year first above written.

OWNER: SYCAMORE TOWNSHIP

ENGINEER/ARCHITECT: CT CONSULTANTS INC.

BY: _____

BY: Mark V. Bunge

Vice President

FEDERAL ID#/S.S.# _____

WITNESS _____

WITNESS Blenda A. Tomko

WITNESS _____

WITNESS _____

EXHIBIT A



May 4, 2018

Mr. Gary Heitkamp
Public Works Director
City of Montgomery
Public Works Department
7315 Cornell Road
Montgomery, Ohio 45242

**RE: Proposal for Kennedy Lane Sidewalk
(Montgomery Road to Shadetree Drive)**

Dear Gary:

Thank you for the opportunity to provide professional design services for the sidewalk and associated improvements along Kennedy Lane from Montgomery Road to Shadetree Drive.

Consistent with the concept design that you have reviewed, the scope of construction will basically consist of the following:

- Construction of 5' wide concrete walk at the back of the existing curb, and 4' walk where the walk is located off the curb behind a green strip
- Construct ADA curb ramps
- Driveway apron / sidewalk across driveway replacement to accommodate maximum ADA grades on the walk
- Traffic sign relocation and/or new sign installation

Scope of Services

1. Field Work (approximately 1750 LF)

- Field Survey for Design \$ 5,500.00
- Right-of-Way Resolution \$ 2,000.00

Subtotal \$ 7,500.00

2. Plan Preparation

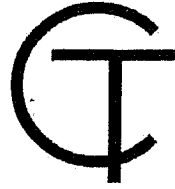
- Design & Plan Sheet Preparation \$ 3,500.00
- Cross Section Preparation \$ 2,000.00
- Details, Special Provisions, General & MOT Notes \$ 2,500.00
- Bid Quantity Preparation \$ 1,500.00

Subtotal \$ 9,500.00

Project Total \$ 17,000.00

Mr. Gary Heitkamp, City of Montgomery
RE: Proposal for Kennedy Lane Sidewalk,
(Montgomery Road to Shadetree Drive)
May 4, 2018

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The above noted scope and fee does not include the following; preparation of documents for additional right-of-way and additional right-of-way acquisition activities nor construction administration. The plans will be prepared in AutoCad with only PDF files along with hard copies of the plans and supporting documentation being provided to the City. Per our typical process with the City, we will provide plans, special provisions, details, and bid quantities; front end specifications. The preparation of the final contract documents, copying, advertising, and bidding in general will be handled by the City of Montgomery.

The above noted professional services will be completed under the terms and conditions of our master contract with the City of Montgomery.

If you have any questions, please contact me at your convenience and again thank you for this opportunity to allow CT to provide these services to the City of Montgomery.

Sincerely,

CT CONSULTANTS, INC.

A handwritten signature in black ink, appearing to read 'Don Shvegza', is written over the printed name. The signature is fluid and cursive, with a large initial 'D' and 'S'.

Don Shvegza
Manager, Municipal Engineering

DS:rgf