

First Reading: March 5, 2019

Second Reading: dispensed

**RESOLUTION 2019-24**

**A RESOLUTION APPROVING AND AUTHORIZING A CONTRACT TO  
RECONSTRUCT A COUNTY ROAD FOR THE KUGLER MILL ROAD  
IMPROVEMENT PROJECT**

**WHEREAS**, the Board of Township Trustees of Sycamore Township determined to make improvements to roads in the Township by reconstructing Kugler Mill Road from Blue Ash Road to Montgomery Road constructing sidewalks, widening the pavement, and construction of a curb and storm sewer system (the “Kugler Mill Road Improvement Project”); and

**WHEREAS**, Kugler Mill Road is a county road; and

**WHEREAS**, the Township has caused plans and specifications for the Kugler Mill Road Improvement Project to be prepared and those plans and cost estimates will be approved by Hamilton County, Ohio; and

**WHEREAS**, the Board of Township Trustees wishes to determine to further proceed with the Kugler Mill Road Improvement Project and agree to share the local costs of the project with Hamilton County, Ohio in accordance with the attached Joint Agreement Between Hamilton County and Sycamore Township for the Construction and Maintenance of Improvements to Kugler Mill Road – Project 501509;

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

**SECTION 1.** The Board hereby determines to proceed with the Kugler Mill Road Improvement Project and approves the Joint Agreement Between Hamilton County and Sycamore Township for the Construction and Maintenance of Improvements to Kugler Mill Road – Project 501509 in substantially the same form as attached hereto. There shall be no assessment to any property owners for the costs of the project.

**SECTION 2.** The Township Administrator is hereby authorized and directed to execute the attached contract to provide for the Kugler Mill Road Improvement Project as set forth in the plans and specifications prepared by the Township for the project.

**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 5<sup>th</sup> day of March, 2019.



Thomas J. Weidman, Chairman



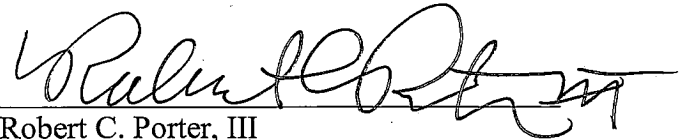
Dennis W. Connor, Vice Chairman



Jim LaBarbara, Trustee

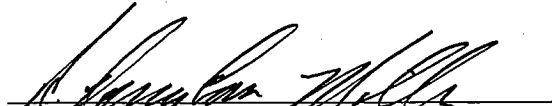
**AUTHENTICATION**

This is to certify that this Resolution was duly passed and filed with the Sycamore Township Fiscal Officer, this 5<sup>th</sup> day of March, 2019.



Robert C. Porter, III  
Sycamore Township Fiscal Officer

**APPROVED AS TO FORM:**

  
R. Douglas Miller, Law Director

**JOINT AGREEMENT BETWEEN HAMILTON COUNTY  
AND SYCAMORE TOWNSHIP FOR THE CONSTRUCTION AND MAINTENANCE OF  
IMPROVEMENTS TO KUGLER MILL ROAD**

**PROJECT No. 501509**

This JOINT AGREEMENT is made and entered into, by and between the Board of County Commissioners of Hamilton County, Ohio (hereinafter referred to as "COUNTY"), on behalf of the Hamilton County Engineer (hereinafter referred to as the "ENGINEER") and the Board of Township Trustees of Sycamore Township, hereinafter referred to as the "TOWNSHIP", acting by and through its duly authorized Township agent(s).

WHEREAS:

- ) the COUNTY and the TOWNSHIP desire to improve Kugler Mill Road from Montgomery Road to Blue Ash Road, hereinafter referred to as the "PROJECT"; and
- ) the PROJECT is required for, and conducive to, the orderly and safe flow of travel through the area and that the public will benefit by the construction of said PROJECT; and
- ) the COUNTY and the TOWNSHIP acknowledge that the PROJECT is or will be within the dedicated road rights-of-way under the jurisdiction of the COUNTY; and
- ) the TOWNSHIP has obtained funds from the Ohio Public Works Commission, hereinafter referred to as "OPWC", for the construction of the PROJECT; and
- ) the COUNTY and the TOWNSHIP agree that the current estimate for the construction of the PROJECT is **Three Million, Four Hundred and Thirty-seven Thousand, Seven Hundred and Fifty Dollars and zero cents (\$3,437,750.00)**.

NOW, THEREFORE, in consideration of the promises contained herein, the receipt and sufficiency which are acknowledged, the COUNTY and the TOWNSHIP agree that:

The COUNTY and/or the ENGINEER will:

- ) review and analyze the bids received by the TOWNSHIP and approve the lowest and best bidder, said approval is not to be unreasonably withheld.
- ) after the approval of the lowest and best bidder, authorize the TOWNSHIP to sign a Construction Contract with the lowest and best bidder to complete the construction of the PROJECT, said authorization is not to be unreasonably withheld.
- ) allow the TOWNSHIP and/or their agents to complete the construction of the PROJECT within the COUNTY's road right-of-way.
- ) employ a qualified firm to complete all required testing on the PROJECT.
- ) upon proper invoicing by the testing firm, directly pay the testing firm the invoiced amount for the work completed on the PROJECT.

- ) also inspect the construction of the PROJECT improvements.
- ) be responsible for the local match for costs involved in the rehabilitation of the pavement that includes, but is not limited to, the milling the existing pavement; the full-depth repair of the base as needed; and the construction of the leveling and surface asphalt courses.
- ) based upon the current estimated quantities and the estimated unit costs, the COUNTY will be responsible for a local match of **twenty percent (20%)** of the total construction costs and the estimate of the COUNTY's portion of the PROJECT cost is approximately **Six Hundred and Eighty-seven Thousand, Five Hundred and Fifty Dollars and zero cents (\$687,550.00)**. The final amount of the COUNTY's portion of the PROJECT cost will be determined based upon the prices contained in the Construction Contract, the "as-built" quantities and any approved Change Orders.
- ) after receiving an invoice from the TOWNSHIP for the COUNTY's portion of the PROJECT cost, directly pay the TOWNSHIP the invoiced amount.
- ) after the completion of the PROJECT and the final acceptance of the improvements, the COUNTY shall maintain and keep in repair the road as a County road at no further expense to the TOWNSHIP.

The TOWNSHIP and/or an agent for the TOWNSHIP will:

- ) apply for and obtain any and all permits that may be required for the construction of the PROJECT, including the payment of any and all fees that may be required for the permits. These permits will include, but not be limited to, the Hamilton County Department of Planning and Development permit(s), the NPDES permit, a 402/404 permit.
- ) prepare the quantity tabulation, specifications and bid documents.
- ) administer the bidding process and, after receiving the bids, the TOWNSHIP shall complete the computation and analysis of the bids and determine the lowest and best bid according to the applicable sections of the ORC.
- ) require the successful bidder to name the COUNTY, its officers, employees and agents as additional insured on all general, automobile, personal injury, contractor's risk insurance policies and all other applicable required insurance policies.
- ) submit the bids to the COUNTY for review and analysis by the COUNTY and obtain the COUNTY's authorization to execute the Construction CONTRACT, said authorization is not to be unreasonably withheld.
- ) coordinate and administer the CONTRACT, including, but not limited to, the inspection of the construction of the PROJECT improvements; the verification of quantities of work completed within the PROJECT; the preparation of a payment request based upon these verified quantities.
- ) directly reimburse the Contractor for the local portion of the costs of the PROJECT.
- ) prepare and submit the necessary forms/information to the pertinent agency/agencies to obtain the partial disbursement of the non-local funds that were obtained for the construction of the PROJECT, i.e. OPWC funds.

- ) coordinate all activities with the testing firm hired by the COUNTY to insure the proper testing during construction of the PROJECT.
- ) after approving any request from the Contractor for changes/modifications to the PROJECT, prepare the appropriate Change Order.
- ) if a qualified firm is hired by the TOWNSHIP to act as the TOWNSHIP's agent, directly pay the firm the invoiced amount for the work completed on the PROJECT.
- ) if a qualified firm is hired by the TOWNSHIP to act as the TOWNSHIP's agent, be responsible for the **TOTAL** amount to be paid to the firm for the work completed on the PROJECT.
- ) as work is completed on the PROJECT and Contractor's invoices are approved for payment by the TOWNSHIP, invoice the COUNTY for the COUNTY's portion of the cost for the PROJECT.
- ) after the completion of the PROJECT and the final acceptance of the improvements, transfer the improvements, the right-of-way and any permanent easements obtained for the PROJECT to the COUNTY as a COUNTY road.
- ) be responsible for the local match for costs involved in the construction of the sidewalk along the north side of the road that includes, but is not limited to, the widening of the pavement; the construction of a curb and storm sewer system necessary to accommodate the sidewalk; and the construction of the sidewalk.
- ) based upon the current estimated quantities and the estimated unit costs, the TOWNSHIP will be responsible for a local match of **thirty percent (30%)** of the total construction costs and the estimate of the TOWNSHIP's portion of the PROJECT cost is approximately **One Million, Thirty-one Thousand, Three Hundred and Twenty-five Dollars and zero cents (\$1,031,325.00)**. The final amount of the TOWNSHIP's portion of the PROJECT cost will be determined based upon the prices contained in the Construction Contract, the "as-built" quantities and any approved Change Orders.

The COUNTY and the TOWNSHIP further agree that this JOINT AGREEMENT shall be binding upon and inure to the benefit of the PARTIES hereto and their respective successors and assigns.

**IN WITNESS WHEREOF**, HAMILTON COUNTY and SYCAMORE TOWNSHIP have signed this JOINT AGREEMENT as indicated in their respective acknowledgements below.

**SYCAMORE TOWNSHIP:**

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

\_\_\_\_\_  
Title

Approved as to Form:

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

\_\_\_\_\_  
Title

**HAMILTON COUNTY:**

By: \_\_\_\_\_  
Hamilton County Engineer

Board of County Commissioners, Hamilton County, Ohio:

By: \_\_\_\_\_  
County Administrator

Approved as to Form:

By: \_\_\_\_\_  
Assistant County Prosecutor

DRAFT