

First Reading: March 7, 2023
Second Reading: dispensed

RESOLUTION 2023 - 012

A RESOLUTION APPROVING A CONTRACT FOR 2023 CAPE SEAL ROAD REPAIR PROJECT AND DISPENSING WITH THE SECOND READING

WHEREAS, the Board of Township Trustees wishes to continue in 2023 the program of treating pavements with Cape Seal road repair material in order to prolong the life of streets and roads in the Township (“the 2023 Cape Seal Road Repair Project”); and

WHEREAS, the Township is a participant in the Ohio Cooperative Purchasing Project and the Board has determined that advertising for bids for the 2023 Cape Seal Road Repair Project would result in higher costs to the Township than purchasing the Cape Seal process from the state bid through the Cooperative Purchasing Program; and

WHEREAS, the Board of Township Trustees wishes to approve the following streets to be included in the 2023 Cape Seal Road Repair Project: Sturbridge, Wetherfield, Branford, Westover, Pepperrell, Stoneham, Frane, Marieview, Owlwood (omit cul-de-sac), Carroll, Kirtley, Lyncris, Sandymar, Deerway, Myrtlewood, Brittany, Caralee, Hemesath, Plainfield Ln, Matson, Irwin, Brookbridge, Millview, Ironwood, Marlette, Glenmill, Kuertzmill, Kemperknoll, Kemperridge, Lyndhurst, Brittany Woods, Stillwind, Autumnwind, Timberbreak, Buckland, Bearcreek, Fawncreek, Cedarbreaks, Fieldsted, Tenderfoot, Eagle Scout, Scoutmaster, Camp Superior; and

WHEREAS, Strawser Construction, Inc. submitted the lowest and best bid through the Ohio Cooperative Purchasing Program in which Sycamore Township participates;

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

SECTION 1. The attached proposal for the 2023 Cape Seal Road Repair Project from Strawser Construction, Inc. in the amount of \$862,960.50 is hereby accepted and approved and the Township Administrator is hereby authorized and directed to contract with Strawser Construction, Inc. to provide for the 2023 Cape Seal Road Repair Project.

SECTION 2. The contract with Strawser Construction, Inc. shall provide all of the necessary requirements in accordance with the proposal submitted by Strawser Construction, Inc.

SECTION 3. Subject to additions and deletions contained therein, the contract price with Strawser Construction, Inc. shall not exceed \$862,960.50.

SECTION 4.

The Township Trustees of Sycamore Township, upon at least a majority vote, do hereby dispense with any requirement that this resolution be read on two separate days, and hereby authorize the adoption of this resolution upon its first reading.

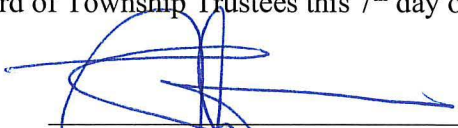
SECTION 5.

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

VOTE RECORD:

Mr. James AyE Ms. Schwegmann AyE Mr. Weidman AyE

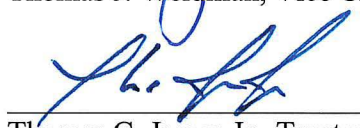
PASSED at a meeting of the Board of Township Trustees this 7th day of March, 2023.



Tracy Schwegmann, Chairman



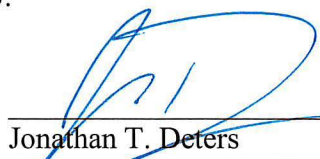
Thomas J. Weidman, Vice Chairman



Thomas C. James Jr., Trustee

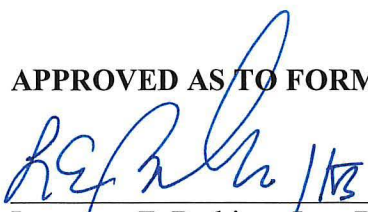
AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Sycamore Township Fiscal Officer this 7th day of March, 2023.



Jonathan T. Deters
Sycamore Township Fiscal Officer

APPROVED AS TO FORM:



Lawrence E. Barbieri, Law Director



A COLAS COMPANY

1392 DUBLIN ROAD – COLUMBUS, OH 43215 – PHONE (614) 276-5501 – FAX (614) 276-0570
www.strawserconstruction.com

PROPOSAL

3/2/2023

Steve Reutelshofer
Sycamore Twp
8540 Kenwood Rd
Sycamore Twp, OH 45236
513-792-7258
sreutelshofer@sycamoretownship.org

2023 Cape Seal

Dear Steve Reutelshofer,

Strawser Construction Inc. is pleased to present the following proposal for your review. All measurements were obtained digitally. Invoice will be billed per field measurement of work in place. We will furnish all labor, equipment and materials to complete the following scope of work:

Cape Seal

Clean pavement to be free of debris and vegetation.
Install Chip Seal using #9's and CRS2-P emulsion. Roll with rubber tire rollers and sweep loose stone.
Install Black Mat @ 20lb/sy. This item is contracted via ODOT 101G

Type of Work 1	Quantity	Unit of Measure	Unit Price	Extension
Cape Seal	130,950.00	SY	\$6.59	\$862,960.50

Total \$862,960.50



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PROPOSAL **(continued)**

Conditions:

- * Pricing valid for 30 days after the date listed on page 1. If signed proposal has not been accepted and returned within 30 days, Strawser Construction Inc. has the right to adjust pricing due to the current volatile asphalt index.
- * Proposed quantities are based on site conditions on: 2/16/2023
- * This proposal includes only the scope of work listed on page 1. Any alteration or deviation from this scope of work may result in additional costs and must be contracted for in writing and signed by an authorized representative of Strawser Construction Inc.
- * Prices are based on 1 mobilization. Work to be completed in 2023.
- * Unit Price items will be billed per installed quantities.
- * Prices include sales tax if project is not tax exempt.

Notes:

- * Existing pavement is expected to support the weight of normal construction loads.
- * Strawser Construction Inc. is not responsible for damage to finished surface by others including humans, animals or vehicles tracking fresh material.
- * Upon the awarding of the proposal, please supply Strawser Construction Inc. with an Ohio Department of Taxation Construction Contract Exemption Certificate, if applicable.
- * Pavement to be clean of all debris before our arrival.

Please call with any questions.

Thank you,

Kyle Stricker
Strawser Construction Inc.
513-520-0909
kstricker@terryasphalt.com

We Propose hereby to furnish material and labor – complete in accordance with above specifications, for the sum of:

\$862,960.50

Payment terms: Net 30 Days

This offer is subject to credit approval from our credit department and will not be binding until mutual agreement on payment terms and conditions.

This account is subjected to a finance charge computed at an annual percentage rate of 18 % on the total past due balance.

Strawser Construction Inc. Authorized Signatures:

_____ Date: _____

Timothy W. Amling, Senior Estimator

_____ Date: _____

Douglas C. Perry, Senior Estimator

Note: This proposal may be withdrawn by us if not accepted within 30 days.

In the event of purchaser's failure to pay the amount or amounts due, at the times agreed, purchaser hereby authorizes and empowers any attorney of any Court of Record in this State or elsewhere to appear for and enter judgment, with or without declaration against the purchaser, together with all attorney's fees, with release of errors, waiver of right to appeal, waiver of benefit of any appraisalment, stay and exemption laws of this State.

This Contract and all TERMS AND CONDITIONS, rights and remedies herein contained shall bind the parties hereto.

Acceptance of Proposal — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Funds are available and payment will be made as outlined above.

Please Print Name: _____

Title: _____

Date of Acceptance: _____

Authorized Signature: _____

1. Any taxes that are or may be levied by the United States Government or any State or political subdivision thereof, on the material quoted herein, or on the sale or purchase thereof, or on incidental transportation charges, when same are paid or required to be paid or collected by the Seller shall be added to the prices named, unless otherwise stated.
2. The Seller assumes no responsibility for work performed by others outside of the scope of this contract, and denies all liability for items not included in the contract, nor is Seller responsible for any design deficiencies unless such are provided by Seller.
3. If Buyer shall fail to comply with any provision or fail to make payments in accordance with the terms of this contract or of any other contract between Buyer and Seller, Seller may at its option defer further work or, without waiving any other rights it may have, terminate this contract. This contract and the work there under shall be subject to the approval of Seller's Credit Department.
4. There are no understandings, terms, or conditions not fully expressed herein. There is no implied warranty or condition except an implied warranty of title to, and freedom from encumbrance of, the work provided hereunder, and in respect of products bought, by description that they are of merchantable quality. Seller's liability hereunder shall be limited to the obligation to replace material proven to have been defective in quality or workmanship at the time of delivery or allow credit therefore at its option. In no event shall Seller be liable for consequential damages.
5. All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workers' Compensation Insurance.
6. Any disputes under this agreement shall be decided under arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining, unless the parties mutually agree otherwise. Each party to bear its own costs.

Sales and Use Tax

Construction Contract Exemption Certificate

Identification of Contract:

Contractee's (owner's) name _____
 Exact location of job/project _____
 Name of job/project as it appears
 on contract documentation _____

The undersigned hereby certifies that the tangible personal property purchased under this exemption certificate was purchased for incorporation into:

<input type="checkbox"/> A building used exclusively for charitable purposes by a nonprofit organization operated exclusively for charitable purposes as define in Ohio Revised Code (R.C.) section 5739.02 (8)(12);	<input type="checkbox"/> Real Property that is owned, or will be accepted for ownership at the time of completion, by the United States government, its agencies, the state of Ohio or an Ohio political subdivision;
<input type="checkbox"/> Real property under a construction contract with the United States government, its agencies, the State of Ohio or an Ohio political subdivision;	<input type="checkbox"/> A computer data center entitled to exemption under R.C. 122.175;
<input type="checkbox"/> A horticulture structure of livestock structure for person engaged in business of horticulture or producing livestock;	<input type="checkbox"/> A building under a construction contract with an organization exempt from taxation under section 501(C)(3) of the Internal Revenue Code of 1986 when the building is to be used exclusively for the organization's exempt purposes;
<input type="checkbox"/> A house of public worship or religious education;	<input type="checkbox"/> A hospital facility entitled to exemption under R.C. section 140.08;
<input type="checkbox"/> The original construction of a sports facility under R.C. section 307.696;	<input type="checkbox"/> Building and construction materials and services sold for incorporation into real property comprising a convention center that qualifies for property tax exemption under R.C. 5709.084 (until one calendar year after the construction is completed).
<input type="checkbox"/> Real property outside this state if such materials and services, when sold to a construction contractor in the state in which the real property is located for incorporation into real property in that state, would be exempt from a tax on sales levied by that state;	

The original of this certificate must be signed by the owner/contractee and/or government official and must be retained by the prime contractor. Copies must be maintained by the owner/contractee and all subcontractors. When copies are issued to suppliers when purchasing materials, each copy must be signed by the contractor or subcontractor making the purchase.

Prime Contractor

Name Strawser Construction Inc.
 Signed by _____
 Title _____
 Street address 1392 Dublin Road
 City, state, ZIP Columbus, OH 43215
 Date _____

Owner/Contractee

Name _____
 Signed by _____
 Title _____
 Street address _____
 City, state, ZIP _____
 Date _____

Subcontractor

Name _____
 Signed by _____
 Title _____
 Street address _____
 City, state, ZIP _____
 Date _____

Political Subdivision

Name _____
 Signed by _____
 Title _____
 Street address _____
 City, state, ZIP _____
 Date _____

Road Name	Limits		Square Yards
	Start	End	
STURBRIDGE			7900
WETHERFIELD			3500
BRANFORD			1400
WESTOVER			1900
PEPPERRELL			2400
STONEHAM			1500
FRANE			1200
MARIEVIEW			2100
OWLWOOD (OMIT CUL-DE-SAC)			2500
CARROLL			1400
KIRTLEY			2550
LYNCRIS			4200
SANDYMAR			4300
DEERWAY			1800
MYRTLEWOOD			1800
BRITTANY			2600
CARALEE			900
HEMESATH			900
PLAINFIELD LANE			2500
MATSON			2800
IRWIN			2700
BROOKBRIDGE			3900
MILLVIEW			4500
IRONWOOD			2600
MARLETTE			10500
GLENMILL			5200
KUERTZMILL			1200
KEMPERKNOLL			4400
KEMPERRIDGE			1850
LYNDHURST			1650
BRITTANY WOODS			3750
STILLWIND			6500

AUTUMNWIND			1400
TIMBERBREAK			1600
BUCKLAND			4600
BEARCREEK			1500
FAWNCREEK			1900
CEDARBREAKS			2750
FIELDSTED			1600
TENDERFOOT			2500
EAGLE SCOUT			1600
SCOUTMASTER			2100
CAMP SUPERIOR			800

Total Square Yards **130950**

SYCAMORE TOWNSHIP 2023 CAPE SEAL PROGRAM

STREET	UNIT	QUANTITY	UNIT COST	TOTAL
SOUTH SIDE TOWNSHIP				
STURBRIDGE	SY	7900		
WETHERFIELD	SY	3500		
BRANFORD	SY	1400		
WESTOVER	SY	1900		
PEPPERRELL	SY	2400		
STONEHAM	SY	1500		
FRANE	SY	1200		
MARIEVIEW	SY	2100		
OWLWOOD (OMIT CUL-DE-SAC)	SY	2500		
CARROLL	SY	1400		
KIRTLEY	SY	2550		
LYNCRIS	SY	4200		
SANDYMAR	SY	4300		
DEERWAY	SY	1800		
MYRTLEWOOD	SY	1800		
BRITTANY	SY	2600		
CARALEE	SY	900		
HEMESATH	SY	900		
PLAINFIELD LANE	SY	2500		
CAMNER	SY	2500		
QUEENS	SY	2600		
RICHMOND	SY	2700		
THEODORE	SY	1900		
MATSON	SY	2800		
IRWIN	SY	2700		
TOTAL SOUTH SIDE		62,550		
NORTH SIDE TOWNSHIP				
BROOKBRIDGE	SY	3900		
MILLVIEW	SY	4500		
IRONWOOD	SY	2600		
MARLETTE	SY	10500		
GLENMILL	SY	5200		
KUERTZMILL	SY	1200		
KEMPERKNOLL	SY	4400		
KEMPERRIDGE	SY	1850		
LYNDHURST	SY	1650		
BRITTANY WOODS	SY	3750		
STILLWIND	SY	6500		
AUTUMNWIND	SY	1400		
TIMBERBREAK	SY	1600		
BUCKLAND	SY	4600		
BEARCREEK	SY	1500		
FAWNCREEK	SY	1900		
CEDARBREAKS	SY	2750		
FIELDSTED	SY	1600		
TENDERFOOT	SY	2500		
EAGLE SCOUT	SY	1600		
SCOUTMASTER	SY	2100		
CAMP SUPERIOR	SY	800		
TOTAL NORTH SIDE		68,400		
GRAND TOTAL		130,950		