

First Reading: September 17, 2024
Second Reading: dispensed

RESOLUTION 2024-103

A RESOLUTION APPROVING A CONTRACT FOR 2024 CRACK SEAL ROAD REPAIR PROJECT AND DISPENSING WITH THE SECOND READING

WHEREAS, the Board of Township Trustees wishes to continue in 2024, the program of treating pavements with Crack Seal road repair material in order to prolong the life of streets and roads in the Township (“the 2024 Crack Seal Road Repair Project”); and

WHEREAS, the Township prepared specifications for the 2024 Crack Seal Road Repair Project and has followed the procedure set forth in Ohio Revised Code for selection of a contractor for the 2024 Crack Seal Road Repair Project; and

WHEREAS, Scodeller Construction submitted a proposal of \$26,935.00 in accordance with the specifications prepared by the Township; and

WHEREAS, the Board of Township Trustees wishes to approve the following streets to be included in the 2024 Crack Seal Road Repair Project: 1st Ave, 2nd Ave, 3rd Ave, 4th Ave, 5th Ave, 6th Ave, 7th Ave; and

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

SECTION 1. The attached proposal from Scodeller Construction for the 2024 Crack Seal Road Repair Project is hereby approved and the Township Administrator is hereby authorized and directed to contract with Scodeller Construction for the 2024 Crack Seal Road Repair Project as set forth in the specifications prepared by the Township for the project.

SECTION 2. Such contract shall provide that Scodeller Construction shall provide and furnish all the labor, materials, tools, expendable equipment, and all utility, insurance and transportation services required in accordance with the specifications prepared by the Township, which specifications shall be made a part of such contract.

SECTION 3. Subject to additions and deletions contained therein, the contract price shall not exceed \$26,935.00.

SECTION 4. The Trustees of Sycamore Township upon majority vote do hereby dispense with the requirement that this resolution be read on two separate days, and hereby authorize the adoption of this resolution upon its first reading.

SECTION 5.

Upon the unanimous vote of the Board of Township Trustees, this Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, and welfare of Sycamore Township and shall take effect immediately. The reason for the emergency is the need to begin construction on the project as soon as possible.

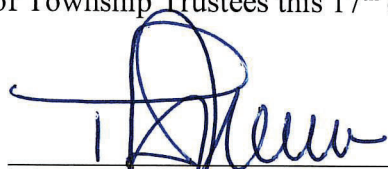
SECTION 6.

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

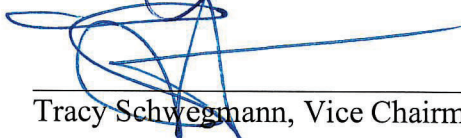
VOTE RECORD:

Mr. Kellums Aye Ms. Schwegmann Aye Mr. Weidman Aye


PASSED at a meeting of the Board of Township Trustees this 17th day of September 17, 2024.



Thomas J. Weidman, Chairman



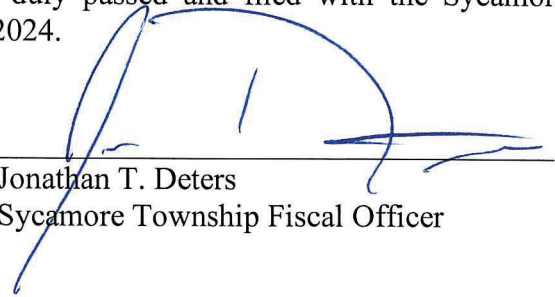
Tracy Schwegmann, Vice Chairman



Tracy Kellums, Trustee

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Sycamore Township Fiscal Officer this 17th day of September 2024.



Jonathan T. Deters
Sycamore Township Fiscal Officer

APPROVED AS TO FORM:



Lawrence E. Barbieri, Law Director

PUBLIC WORKS CONTRACT - SYCAMORE TOWNSHIP, OHIO

This contract, entered into as of the 17 day of September, 2024, by and between **SYCAMORE TOWNSHIP, COUNTY OF HAMILTON, OHIO**, acting by and through its Board of Township Trustees ("**Owner**") and Scodeller Construction Inc, an Ohio corporation, doing business as Scodeller Construction Inc., whose address is 7475 Montgomery Drive, Plain City, Ohio 43064 ("**Contractor**"),

WITNESSETH:

For good and valuable mutual consideration and in consideration of the agreements herein to be performed and/or payments to be made by Owner and Contractor, said parties agree as follows:

1. Contractor will provide, construct and install **The Sycamore Township Crack Seal Road Repair Project ("**Project**")**, per the prices proposed and indicated on Exhibit A attached hereto, which by this reference is made a part hereof, which proposal has been accepted by official action of the Owner. Contractor shall perform all work necessary to be performed to complete the Project in accordance with the contract documents attached as Exhibit B, and Exhibit C, and by this reference made a part hereof ("**Contract Documents**") at its own cost and expense, furnishing all materials, supplies, machinery, equipment, tools, supervision, labor, liability and workers compensation insurance, and such other accessories and services as may be necessary, in accordance with the conditions and prices stated in the proposal, and printed or written explanatory matter pertaining thereto, the specifications and Contract Documents, all of which are made parts hereof and collectively constitute the Contract. Contractor agrees to indemnify and hold harmless the Owner from and against any and all actions, suits and claims arising out of the performance by Contractor of this Contract. Any warranties and indemnities contained in this Contract shall survive the completion of this Contract.

2. The Contractor hereby agrees to commence work on the Project on or after the date specified in the written Notice of Commencement of Public Improvement to be provided by the Owner, which notice is attached hereto as Exhibit C and by this reference made a part hereof, and to fully complete the Project in accordance with the Contract Documents no later than **December 8, 2024 ("**Completion Date**")**. The Contractor further agrees to pay liquidated damages to the Owner in accordance with Section 108.07-1 of the State of Ohio Contract and Specification Manual, in the amount of

\$1000.00 per day for each calendar day, commencing the day after the Completion Date, that the Project is not completed.

3. Upon completion, inspection, and acceptance of the Project, the Owner agrees to pay the Contractor the amount due hereunder, subject to any additions and deletions approved in writing by the Owner, within thirty (30) days of acceptance of the Project and receipt of Contractor's invoice.

4. This Contract shall be governed and construed in accordance with the laws of the State of Ohio.

5. This Contract may be amended only with the written consent of the parties hereto.

6. This Contract shall not be assigned by either party hereto.

7. This Contract may be executed in counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

8. If any section, paragraph, sentence, clause or provision hereof shall for any reason be held to be invalid or unenforceable, the invalid or unenforceable section, paragraph, sentence, clause or provision hereof shall not affect the validity and enforceability of any of the remaining provisions of this Contract.

9. If through any cause, the Contractor shall fail to fulfill in timely and proper manner his 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.

10. 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. He agrees to indemnify and save harmless said Township and all its Board of Trustees,

persons, officers, agents, employees and servants against any claim or liability arising from or based on any breach of this Agreement, negligence, or the violation of any such law, ordinance or regulation, whether by himself, his employees, agents, subcontractors or materialmen.

11. 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.

12. 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.

13. 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 \$3,000,000.00 in the aggregate. Contractor's Liability Insurance 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. Said Township further agrees to pay said Contractor for the labor and materials provided for in this Contract, per the **Lump Sum Price of \$26,935.00**, in accordance with the proposal and the specification prepared by the township, subject to additions and deletions contained therein, and the contract price shall not exceed **Twenty-Six Thousand Nine Hundred Thirty Five Dollars (\$26,935.00)**, payable upon completion of the project.

19. 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 Board Township Trustees of the Sycamore Township and as set out in the Bid Specifications.

20. 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.

IN WITNESS WHEREOF, the Owner and Contractor have each caused this Contract to be executed by their duly authorized officers all as of that date and year first above written.

Scodello Construction Inc.
Contractor

By: [Signature]

Title: Division Manager

SYCAMORE TOWNSHIP,
County of Hamilton, Ohio,
acting by and through its
Board of Township Trustee

By: [Signature]

Township Administrator
(Resolution No. 2024-103)



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: Judy K. Wilson, Vicki S. Duncan, Susan E. Hurd, Kristie A. Pudvan, Nicholas R. Hylant, Theresa J. Foley, Saraya S Nair, Jennifer A. Jarosz, Kathy S. Zack, Michael C. Schatz, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: unlimited and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.



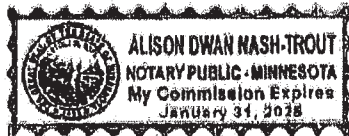
By

Paul J. Brehm

Paul J. Brehm, Senior Vice President

STATE OF MINNESOTA
HENNEPIN COUNTY

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Alison Nash-Trout

Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 11th day of September, 2024.



This Power of Attorney expires
January 31, 2025

Kora Barrow

Kora Barrow, Secretary

Please direct bond verifications to surety@intactinsurance.com

Office of Risk Assessment
50 West Town Street
Third Floor - Suite 300
Columbus, Ohio 43216
(614)644-2658
Fax(614)644-3256
www.insurance.ohio.gov

Ohio Department of Insurance

Mike DeWine - Governor
Judith French - Director



Certificate of Compliance

Issued 03/14/2024
Effective 04/02/2024
Expires 04/01/2025

I, Judith French, hereby certify that I am the Director of Insurance in the State of Ohio and have supervision of insurance business in said State and as such I hereby certify that

ATLANTIC SPECIALTY INSURANCE COMPANY

of New York is duly organized under the laws of this State and is authorized to transact the business of insurance under the following section(s) of the Ohio Revised Code:

Section 3929.01 (A)

Aircraft	Multiple Peril - Commercial
Allied Lines	Multiple Peril - Farmowners
Boiler & Machinery	Multiple Peril - Homeowners
Burglary & Theft	Noncancellable A & H
Collectively Renewable A & H	Nonrenew-States Reasons (A&H)
Commercial Auto - Liability	Ocean Marine
Commercial Auto - No Fault	Other
Commercial Auto - Physical Damage	Other Accident only
Credit	Other Liability
Credit Accident & Health	Private Passenger Auto - Liability
Fidelity	Private Passenger Auto - No Fault
Fire	Private Passenger Auto - Physical Damage
Glass	Surety
Group Accident & Health	Workers Compensation
Guaranteed Renewable A & H	
Inland Marine	
Medical Malpractice	

ATLANTIC SPECIALTY INSURANCE COMPANY certified in its annual statement to this Department as of December 31, 2022 that it has admitted assets in the amount of \$3,750,047,271, liabilities in the amount of \$2,921,725,080, and surplus of at least \$828,322,191.

IN WITNESS WHEREOF, I have hereunto subscribed my name and caused my seal to be affixed at Columbus, Ohio, this day and date.

Judith L. French

Judith French, Director






Atlantic Specialty Insurance Company
Period Ended 12/31/2023

Dollars displayed in thousands

Admitted Assets Investments: Bonds \$ 2,686,141 Preferred Stocks - Common Stocks 765,047 Mortgage Loans - Real Estate - Contract Loans - Derivatives - Cash, Cash Equivalents & Short Term Investments 104,124 Other Investments 9,571 Total Cash & Investments 3,635,684 Premiums and Considerations Due 338,312 Reinsurance Recoverable 127,403 Receivable from Parent, Subsidiary or Affiliates 17,691 All Other Admitted Assets 86,457 Total Admitted Assets 4,215,546	Liabilities and Surplus Liabilities Loss Reserves \$ 1,101,377 Loss Adjustment Expense Reserves 401,605 Total Loss & LAE Reserves 1,592,981 Unearned Premium Reserve 806,718 Total Reinsurance Liabilities 45,997 Commissions, Other Expenses, and Taxes due 78,425 Derivatives - Payable to Parent, Subs or Affiliates - All Other Liabilities 810,774 Total Liabilities 3,334,795 Capital and Surplus Common Capital Stock 9,001 Preferred Capital Stock - Surplus Note - Unassigned Surplus 254,805 Other Including Gross Contributed 618,946 Capital & Surplus 880,751 Total Liabilities and CAS 4,215,546
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State of Minnesota
County of Hennepin

I, Kara L.B. Barrow, Secretary of Atlantic Specialty Insurance Company do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company, on the 31st day of December, 2023, according to the best of my information, knowledge and belief.



 Secretary

Subscribed and sworn to, before me, a Notary Public of the State of Minnesota on this 3rd day of May, 2024.



 Notary Public



EXHIBIT C

Scodeller Construction
 7475 Montgomery Drive
 Plain City, OH 43064
 ☎ (614) 873-2191 | ☎ Fax (614) 873-5850



PROPOSAL

Project: Sycamore Township - 2024 Crack Sealing.

Bid Date: 9/11/2024

Reduced streets to numbered streets only

I am pleased to submit this quotation, for your consideration and signature for the application of Crack Seal, Type II for cracks 1/4" – 1" in accordance with ODOT Spec 423:

Please work with Ted Ciminillo and list prioritized streets you've identified for us to seal below:

2024 Crack Seal – Streets:

Street Name	From	To	Lump Sum Amount
1st Ave	School Road	Fields Eitel Road	\$ 3,850.00
2nd Ave	School Road	Fields Eitel Road	\$ 4,255.00
3rd Ave	Pyment change	Columbia Ave	\$ 960.00
3rd Ave	School Road	Park Ave	\$ 620.00
4th Ave	School Road	Fields Eitel Road	\$ 3,300.00
5th Ave	School Road	Fields Eitel Road	\$ 3,850.00
6th Ave	School Road	Fields Eitel Road	\$ 3,850.00
7th Ave	School Road	Fields Eitel Road	\$ 4,050.00
Contract Bond			\$ 200.00
Mobilization charge of all equipment and setup:			\$ 2,000.00
TOTAL QUANTITIES			\$ 26,935.00

** Continued on next page **

Notes:

Work to be completed in the 2024 Season.

Pricing shall be firm for 30 days and is based on the work being scheduled with other work in the area.

Typical cleaning by compressed air is included. Any excessive dirt or mud to be cleaned by others.

No striping is included in this proposal, placement or removal.

Bond and Prevailing wages excluded in this proposal.

No item of work to be omitted without written agreement by Scodeller Construction Inc.

Payment due net 30 days from completion of work.

Scodeller Construction, will not 'paint' with crack sealant, pavement that is alligatored (tightly spaced cracking indicating pavement or base failure).

Previously sealed joints that have re-opened will be resealed; sealed joints that remain closed will not be resealed.

All work to be completed in 1 mobilization. Additional mobilizations \$2,000 each

This quote to become part of any contract

Please feel free to contact Ted Ciminillo at (614) 425-2031, with any questions or concerns related to this Proposal.

Thanks,

Sincerely,
Al Wieging

Al Wieging | Columbus Division Manager | Scodeller Construction, Inc.

7475 Montgomery Drive, Plain City, OH 43064

aw@scodeller.com

Cell (614) 542-9288

Please sign and date as acceptance of this proposal and return to me at your earliest convenience.

Signature: _____

Date: _____