

First Reading: January 14, 2014  
Second Reading: dispensed

**RESOLUTION NO. 2014 - 03**

**A RESOLUTION APPROVING AN AGREEMENT WITH THE BOARD OF COUNTY COMMISSIONERS OF HAMILTON COUNTY, OHIO FOR THE IMPROVEMENT OF GALBRAITH ROAD IN SYCAMORE TOWNSHIP, DISPENSING WITH THE SECOND READING AND DECLARING AN EMERGENCY**

**WHEREAS**, the Board of Township Trustees of Sycamore Township wishes to cooperate with the Board of County Commissioners of Hamilton County to make improvements to Galbraith Road in Sycamore Township by widening Galbraith Road generally from Interstate 71 to Montgomery Road;

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

**SECTION 1.** The attached Joint Agreement Between Hamilton County and The Board of Trustees of Sycamore Township for the Construction of Improvements to Galbraith at Montgomery Road (US 22SR3) is hereby approved and the President of the Board and the Fiscal Officer, or the Acting Township Administrator, are hereby authorized and directed to execute the Joint Agreement on behalf of the Board.

**SECTION 2.** The Trustees of Sycamore Township upon at least a 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.

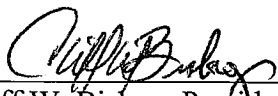
**SECTION 3.** This resolution shall take effect on the earliest date allowed by law.

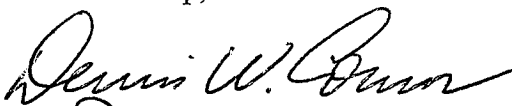
**SECTION 4.** Upon the unanimous vote of the Sycamore Township Trustees, this Resolution is hereby declared to be an emergency measure necessary for immediate preservation of the public peace, health, safety and welfare of Sycamore Township. The reason for the emergency is to provide for safe streets and roads in Sycamore Township and to begin the construction process as soon as possible.

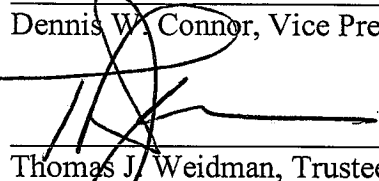
**VOTE RECORD:**

Mr. Bishop AYE Mr. Connor AYE Mr. Weidman AYE

Passed at a meeting of the Board of Township Trustees of Sycamore Township this 14<sup>th</sup> day of January, 2014.

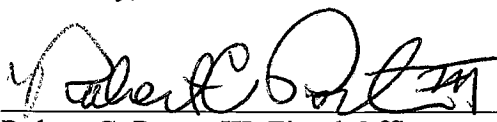
  
\_\_\_\_\_  
Cliff W. Bishop, President

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

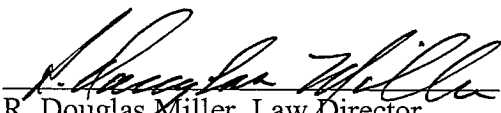
  
\_\_\_\_\_  
Thomas J. Weidman, Trustee

**AUTHENTICATION**

This is to certify that this resolution was duly passed and filed with the Township Fiscal Officer of Sycamore Township this 14<sup>th</sup> day of January, 2014.

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

**APPROVED AS TO FORM:**

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

**JOINT AGREEMENT BETWEEN HAMILTON COUNTY AND THE BOARD OF TRUSTEES OF  
SYCAMORE TOWNSHIP FOR THE CONSTRUCTION OF IMPROVEMENTS TO  
GALBRAITH ROAD AT MONTGOMERY ROAD (US 22/SR 3)**

**PROJECT No. 501050**

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

The COUNTY and the TOWNSHIP desire to construct improvements to Galbraith Road, from approximately I-71 to approximately Montgomery Road (US 22/SR 3), hereinafter referred to as the "PROJECT".

The COUNTY and the TOWNSHIP hereby mutually agree that the PROJECT is required for, and conducive to, the orderly and efficient flow of traffic through the area and that the public will benefit by creating a joint project to complete the construction of the PROJECT.

The COUNTY and/or the ENGINEER will:

- ) prepare the bid documents, quantities and specifications.
- ) require the successful bidder to name the TOWNSHIP as additional insured on all general, automobile, personal injury, contractor's risk insurance policies and all other applicable required insurance policies.
- ) administer the bidding process and, after receiving the bids, the ENGINEER shall complete the computation and analysis of the bids and determine the lowest and best bid according to the applicable sections of the ORC.
- ) submit the bids to the TOWNSHIP for review and analysis by the TOWNSHIP and obtain the TOWNSHIP's authorization to execute the construction CONTRACT, said authorization is not to be unreasonably withheld.
- ) coordinate and administer the construction CONTRACT.
- ) inspect the construction of the PROJECT improvements.
- ) employ a qualified firm to complete all required testing on the PROJECT.
- ) after receiving an invoice from the testing firm, verify the quantity of work completed and send the invoice to the TOWNSHIP for direct payment to the testing firm.
- ) verify the quantities of work completed, prepare a payment request based upon these verified quantities and send the payment request and the verified quantities to the TOWNSHIP. Upon receiving the payment request and the verified quantities, the TOWNSHIP will directly reimburse the Contractor.
- ) after receiving any request from the Contractor for changes/modifications to the PROJECT, prepare the appropriate change order and submit the change order to the TOWNSHIP for approval.

- ) 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 will:

- ) after the review and analysis of the bids, authorize the COUNTY 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.
- ) be responsible for the **TOTAL** cost of the improvements constructed under the PROJECT. The final cost of the PROJECT will be determined based upon the bid prices and the "as-built" quantities.
- ) allow the COUNTY to 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.
- ) after receiving the payment request and the verified quantities from the COUNTY, directly reimburse the Contractor.
- ) after a request from the Contractor for changes/modifications to the PROJECT is received from the COUNTY, review and approve the change order, said approval is not to be unreasonably withheld.
- ) be responsible for any additional funding that may become necessary because of approved change orders for the PROJECT.

The COUNTY and the TOWNSHIP further agree that:

- ) prior to the execution of the construction CONTRACT, either party to this JOINT AGREEMENT reserves the right to delete a portion of or the total of the project for **ANY REASON**, e.g. the cost of said work exceeds the budgetary restraints.

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, the COUNTY and the TOWNSHIP have signed and sealed this JOINT AGREEMENT on the dates indicated in their respective acknowledgements below.

**SYCAMORE TOWNSHIP:**

By: \_\_\_\_\_  
Township Administrator

Approved as to Form:

By: \_\_\_\_\_  
Law Director

Certification of funds:

By: \_\_\_\_\_  
Fiscal Officer

**HAMILTON COUNTY:**

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

**DRAFT**

Board of County Commissioners, Hamilton County, Ohio

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

Approved as to Form:

By: \_\_\_\_\_  
Assistant Prosecuting Attorney