

**RESOLUTION 2015-56**

**A RESOLUTION AUTHORIZING A CONTRACT FOR THE 2015 ROAD ONYX RESURFACING PROJECT AND DISPENSING WITH THE SECOND READING**

**WHEREAS**, the Board of Township Trustees is desirous of making improvements to the various roads in the Township by having ONYX blackmat installed on certain roads in Sycamore Township (the "2015 Road ONYX Resurfacing Project"); and

**WHEREAS**, the Township caused plans and specifications for the 2015 Road ONYX Resurfacing Project to be prepared; and

**WHEREAS**, Strawser Construction submitted the lowest and best bid for ONYX blackmat installation on the Ohio State Cooperative Purchasing Program; and

**WHEREAS**, based on the bid by Strawser Construction, Inc. under the State Cooperative Purchasing Program the 2015 Road ONYX Resurfacing Project has a cost of \$25,920.00;

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

**SECTION 1.** The attached contract with Strawser Construction, Inc. for the 2015 Road ONYX Resurfacing Project is hereby approved and the President of the Board and Fiscal Officer or the Township Administrator are authorized and directed to execute the contract with Strawser Construction, Inc. on behalf of the Township

**SECTION 2.** Subject to additions and deletions contained therein, the contract price with Strawser Construction, Inc. shall not exceed \$25,920.00.

**SECTION 3.** The Board of Township Trustees of Sycamore Township, by at least two-third vote of all of its members, dispenses with the 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. Bishop Aye

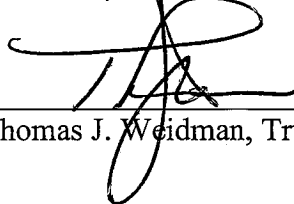
Mr. Connor Aye

Mr. Weidman Aye

**PASSED** at the meeting of the Board of Trustees this 7<sup>th</sup> day of May, 2015.

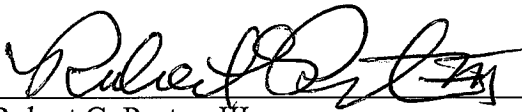
  
\_\_\_\_\_  
Dennis W. Connor, President

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

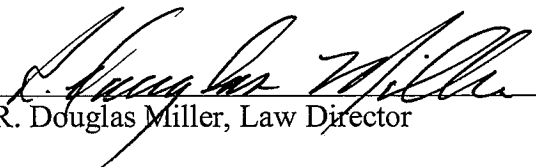
  
\_\_\_\_\_  
Thomas J. Weidman, Trustee

**AUTHENTICATION**

This is to certify that this Resolution was duly passed and filed with the Sycamore Township Fiscal Officer, this 7<sup>th</sup> day of May, 2015.

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

**APPROVED AS TO FORM:**

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

## CONTRACT

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of May, 2015, by and between the Board of Township Trustees of Sycamore Township, Ohio, a Township organized under the laws of the State of Ohio (hereinafter "Township") and Strawser Construction, Inc.(hereinafter "Contractor").

## WITNESSETH

That said parties for and in consideration of their mutual promises and agreements hereinafter set forth, do hereby agree as follows:

1.     **Scope of Work.** Said Contractor agrees to provide all the material, perform all the labor and other work for the 2015 ONYX Mastic Surface Treatment Project as detailed on and in strict accordance with the proposal which is attached hereto and incorporated into this Contract, and under the direction and to the satisfaction of the Township or its authorized representative.

2.     **Time for Commencement and Completion.** The work shall be commenced upon execution of this contract and shall be completed within \_\_\_\_\_ days, unless for good cause, extension of time is granted to Contractor.

3.     **Termination of Contract for Cause.** If through any cause, the Contractor shall fail to fulfill in timely and proper manner its 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.

4. **Compliance with Local Laws.** 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. Contractor agrees to indemnify and save harmless said Township and all its officials, officers, agents, employees and servants against any claim or liability arising from or based on the violation of any such law, ordinance or regulation, whether by himself, his employees, agents, subcontractors or materialmen.

5. **Prevailing Wage Rates.** 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.

6. **Compliance with Worker's Compensation Act.** 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.

7. **Insurance.** 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 \$2,000,000.00 in the aggregate. Contractor's Liability Insurance shall name the Township as an additional insured and 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.

8. **Liens.** 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.

9. **Performance and Assignability.** 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.

10. **Certificate of Payment.** 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.

11. **Guarantee of work.** 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.

12. **Price.** Said Township further agrees to pay said Contractor for the labor and materials provided for in this Contract the sum of Twenty Five Thousand Nine Hundred Twenty and 00/100 Dollars (\$25,920.00), payable as follows: cash upon completion and acceptance of the work.

13. **Bond.** 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 Council of the Sycamore Township and as set out in the proposal.

14. **Illegal Immigrants.** 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.

**The rest of this page is intentionally left blank – signature page to follow**

IN WITNESS WHEREOF, said Contractor by \_\_\_\_\_, its  
\_\_\_\_\_, and the Township by Dennis W. Connor, President of the  
Board of Township Trustees and Robert C. Porter III, Fiscal Officer, have hereunto set their several  
signatures hereto on the day and year first above written.

**TOWNSHIP OF  
SYCAMORE, OHIO**

By: \_\_\_\_\_  
Dennis W. Connor, President

By: \_\_\_\_\_  
Robert C. Porter, III, Fiscal Officer

**CONTRACTOR**

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



*Moving Pavement Preservation Forward*

4/1/2015

Mr. Tracy Kellums  
Sycamore Twp. Hamilton County

Re: 2015 ONYX Project

Mr. Kellums,  
Strawser Construction, Inc. is pleased to present the following proposal for your review.  
We will furnish all labor, equipment and materials to complete the following scope of work:

**ONYX Mastic Surface Treatment SY**

pavement to remove all debris and vegetation.

Install ONYX Mastic Surface Treatment in (2) layers totaling approx. 0.24 Gal. / SY.

**Streets to be resurfaced:**

Coyote Ct.  
Bear Valley Ct.  
Louis Clark Trl.  
Eagle Scout Ct.  
McCauley Rd.  
ScoutMaster Dr.  
Camp Superior Dr.  
Brookbrdige Dr.  
GlenMill Ct.

<u>Item</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Extension</u>
1) Microsurfacing	16,000 s.y.	\$1.62 / s.y.	\$25,920.00
<b>Total Project Extension</b>			<b>\$25,920.00</b>

Equal Opportunity Employer

1595 Frank Road      Columbus, OH 43223      Tel 614 / 276-5501      Fax 614 / 276-0570  
8600 Bilstein Blvd.      Hamilton, OH 45015      Tel 513 / 874-6192      Fax 513 / 870-0141



**CONDITIONS:**

Proposed quantities are based on site conditions in March 2015.

This proposal includes only the scope of work listed above. 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.

All work shall be completed in a workmanlike manner according to standard practices and all Materials are guaranteed as specified

Prices are based on 1 mobilization. Work to be completed in 2015.

Unit price items will be billed per installed quantities.

Terms are net 30 days from date of invoice.

**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.

Does not including any heavy cleaning only blowing off with blower.

Cost for pickup sweeper would be additional if required.

Does not include any marking removal, temp striping, permanent striping.

Please call with any questions.

Thank you,



Ryan Terry  
Terry Asphalt Materials, Inc. / SCI  
513-874-6192-Office  
513- 315-5162 Cell Phone  
ryan.terry@terryasphalt.com

**Approval:**

The above prices, specifications and conditions are hereby accepted. Strawser Construction, Inc. is authorized to perform the work as specified. Acceptance indicates that funds are available for this work and payment will be made to SCI as outlined above.

---

Name	Title	Date
------	-------	------

**Certificate of Insurance**

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON YOU THE CERTIFICATE HOLDER. THIS CERTIFICATE IS NOT AN INSURANCE POLICY AND DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW. POLICY LIMITS ARE NO LESS THAN THOSE LISTED. ALTHOUGH POLICIES MAY INCLUDE ADDITIONAL SUBLIMIT/LIMITS NOT LISTED BELOW.

**This is to Certify that**

Strawser Construction, Inc.  
1595 Frank Road  
Columbus OH 43223

NAME AND  
ADDRESS  
OF INSURED



**Liberty Mutual.**  
**INSURANCE**

is, at the issue date of this certificate, insured by the Company under the policy(ies) listed below. The insurance afforded by the listed policy(ies) is subject to all their terms, exclusions and Conditions and is not altered by any requirement, term or condition of any contract or other document with respect to which this certificate may be issued.

TYPE OF POLICY	EXP DATE	POLICY NUMBER	LIMIT OF LIABILITY	
	<input type="checkbox"/> CONTINUOUS <input type="checkbox"/> EXTENDED <input checked="" type="checkbox"/> POLICY TERM			
<b>WORKERS COMPENSATION</b>	4/1/2016	WC7-631-004090-015	COVERAGE AFFORDED UNDER WC LAW OF THE FOLLOWING STATES: All States except: ND, OH, WA, WY	<b>EMPLOYERS LIABILITY</b> Bodily Injury by Accident \$1,000,000 Each Accident Bodily Injury By Disease \$1,000,000 Policy Limit Bodily Injury By Disease \$1,000,000 Each Person
<b>COMMERCIAL GENERAL LIABILITY</b> <input checked="" type="checkbox"/> OCCURRENCE <input type="checkbox"/> CLAIMS MADE	4/1/2016	TB2-631-004090-025 -Includes Per Project Aggregate -Includes XCU	General Aggregate	\$2,000,000
			Products / Completed Operations Aggregate	\$2,000,000
			Each Occurrence	\$2,000,000
			Personal & Advertising Injury	\$2,000,000 Per Person / Organization
			Other Damages to Premises: \$100,000	Other Medical Payments: \$10,000
<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> OWNED <input checked="" type="checkbox"/> NON-OWNED <input checked="" type="checkbox"/> HIRED	4/1/2016	AS2-631-004090-035	\$2,000,000	Each Accident—Single Limit B.I. And P.D. Combined
				Each Person
				Each Accident or Occurrence
				Each Accident or Occurrence
<b>OTHER</b>				
<b>ADDITIONAL COMMENTS</b>				
For work performed on Sycamore Township, Hamilton, OH 2015 Onyx Project.				

\* If the certificate expiration date is continuous or extended term, you will be notified if coverage is terminated or reduced before the certificate expiration date.

**NOTICE OF CANCELLATION:** (NOT APPLICABLE UNLESS A NUMBER OF DAYS IS ENTERED BELOW.) BEFORE THE STATED EXPIRATION DATE THE COMPANY WILL NOT CANCEL OR REDUCE THE INSURANCE AFFORDED UNDER THE ABOVE POLICIES UNTIL AT LEAST 30 DAYS NOTICE OF SUCH CANCELLATION HAS BEEN MAILED TO:

**Liberty Mutual  
Insurance Group**

Certificate Holder

Sycamore Township  
8540 Kenwood Road  
Cincinnati, OH 45236

Joy Sanchez  
AUTHORIZED REPRESENTATIVE

New York / 0202  
114 West 47th St.  
New York NY 10036 212-391-7500 4/15/2015  
OFFICE PHONE DATE ISSUED