

**RESOLUTION 22 - 05, 2022**  
**COLUMBIA TOWNSHIP, HAMILTON COUNTY, OHIO**

**ACCEPTING CONSTRUCTION BID AND AWARDING CONTRACT TO FORD DEVELOPMENT CORPORATION FOR "BUCKINGHAM PLACE & CAMBRIDGE AVE. (WEST) IMPROVEMENTS"; AUTHORIZING THE ADMINISTRATOR TO ENTER INTO A CONTRACT WITH FORD DEVELOPMENT; DISPENSING WITH THE SECOND READING AND DECLARING AN EMERGENCY**

**WHEREAS**, the bid of Ford Development Corporation, 11148 Woodward Lane, Cincinnati, Ohio, 45241 ("Ford") is the lowest and best for the construction of the Buckingham Place and Cambridge Ave. (West) Improvements hereinafter known as the "Project";

**WHEREAS**, the Board, upon majority vote, hereby dispenses with the requirement that this resolution be read on two separate days, and hereby authorizes the adoption of this resolution upon its first reading; and,

**WHEREAS**, this Resolution is hereby declared to be an emergency measure necessary for the preservation of the public peace, health and welfare of the Township; the reason for the emergency is the Township must award the contract at the earliest possible time to meet the schedule to complete, or substantially complete, the Project before the end of the 2022 construction season.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Trustees of Columbia Township, Hamilton County, Ohio, for the benefit and welfare of Columbia Township and its citizens, hereby accepts the bid from Ford upon Ford entering into a contract in the amount of \$ 1,581,411.92; and further authorizes the Administrator to enter into a contract with Ford in the amount of \$ 1,581,411.92. Greater Cincinnati Waterworks will reimburse the Township \$321,488.92 for the new water line construction, and the Township's net cost for roadwork will be \$1,259,923.

Motion to accept Resolution made by: David Kubicki

Seconded by: Brian Lamar

**VOTE:**

<b>TRUSTEE</b>	<b>Voting</b>	<b>Signature</b>	<b>Date</b>
David Kubicki, President	yes	<u>DK</u>	01/25/2022
Brian Lamar, Vice-President	yes	<u>Brian Lamar</u>	01/25/2022
Susan Hughes, Trustee	yes	<u>Susan Hughes</u>	01/25/2022
<b>ATTEST:</b>		<u>Carolee B. Heekin</u>	01/25/2022
		Caroline Heekin, Fiscal Officer	

# CONTRACT

This Contract, made this 28th day of January, 2022, by and between **Columbia Township**, hereinafter called "Owner" and Ford Development Corp., hereinafter called "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Owner, the Contractor hereby agrees to commence and complete the improvement, repair and construction of:

## BUCKINGHAM PLACE & CAMBRIDGE AVENUE IMPROVEMENTS

hereinafter called "Work" for the sum stated in the Proposal, and for all extra work in connection therewith, under the terms as stated in the General Conditions of the Contract Documents, and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to complete the said work in accordance with the conditions and prices stated in the Proposal, Information and Instructions to Bidders, the General Conditions, Construction Specifications, Plans, Drawings, Prints and Addendum therefore approved by the Owner, and all of which are a part hereof and collectively evidence and constitute the Contract.

The Contractor hereby agrees to commence work under this Contract as outlined in the Notice to Proceed and to fully complete the Project within 200 calendar days or be subject to liquidated damages.

The Owner agrees to pay the Contractor in current funds for the performance of the Contract, subject to additions and deductions, and to make payments on account thereof, as provided in the General Conditions.

IN WITNESS WHEREOF, the parties to these presents have executed this Contract, in the year and day first above mentioned.

WITNESS:  
Lauren Allison

OWNER: **Columbia Township**

By Michelle Taylor  
Title Administrator

WITNESS:  
\_\_\_\_\_

CONTRACTOR:

By \_\_\_\_\_  
Title \_\_\_\_\_

**NOTICE OF COMMENCEMENT  
PUBLIC IMPROVEMENT SECTION 1311.252 ORC**

The undersigned, Melissa Taylor, Administrator for Columbia Township, gives the following information with respect to the indicated public improvement:

1. The name of the public improvement is: **Buckingham Place & Cambridge Ave. Improvements**
2. The public improvements are located on: **Columbia Twp., Hamilton County, OH**
3. The name and address of this public authority is as follows:

**Columbia Township  
5686 Kenwood Road  
Cincinnati, Ohio 45227**

4. The name and address of all principal Contractors working on the public improvement, the trade of each Principal Contractor, and the name and address of the surety for each Principal Contractor are as follows:

*Ford Development Corp.  
11148 Woodward Lane  
Cincinnati OH 45241*

Surety: *Erect American Insurance Co.  
301 E. 4th St.  
Cincinnati OH 45202*

5. Date of Notice of Commencement: *January 28, 2022*

6. The name and address of the representative of the public authority for the purposes of serving the lien affidavit are as follows:

**Melissa Taylor, Administrator  
Columbia Township  
5686 Kenwood Road  
Cincinnati, Ohio 45227**

  
\_\_\_\_\_  
**Melissa Taylor**

Sworn to before me, a Notary Public this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by Melissa Taylor, Administrator for Columbia Township, on behalf of the public authority.

\_\_\_\_\_  
Notary Public

# GUARANTEE

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The undersigned \_\_\_\_\_, having heretofore entered into a Contract with Columbia Township dated \_\_\_\_\_ for the Improvement, Repair and Construction of:

## **BUCKINGHAM PLACE & CAMBRIDGE AVENUE IMPROVEMENTS**

and in accordance with the terms of said Contract, do hereby guarantee that all labor and material furnished and work performed by us under said Contract is in conformity with such plans and specifications and authorized alterations thereto and that such Improvement, Repair and Construction installed pursuant to said Contract is free from imperfect workmanship and materials and we agree the repair at our own cost and expense, all the work covered under said Contract and change orders which may prove to be defective for a period of one year from the date hereof. Furthermore, we agree to repair, at our sole cost, any work that may affect or disturb in making the repairs herein contemplated.

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

Title: \_\_\_\_\_

Guarantee Period Begins: \_\_\_\_\_