

RESOLUTION 22 - 44, 2022
COLUMBIA TOWNSHIP, HAMILTON COUNTY, OHIO

AUTHORIZING THE ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH THE HAMILTON COUNTY ENGINEER TO IMPROVE WALTON CREEK ROAD, DISPENSING WITH THE SECOND READING AND DECLARING AN EMERGENCY

WHEREAS, the Board of Trustees of Columbia Township, Hamilton County, Ohio desires to partner with the Hamilton County Engineer on a Walton Creek Road Improvement Project (“Project”) to reduce congestion at the southbound approach to the Wooster Pike intersection and add sidewalks to connect northern township neighborhoods to Wooster Pike and to Metro transit stops; and

WHEREAS, Columbia Township, in partnership with the Hamilton County Engineer as the owner of Walton Creek Rd. north of Wooster Pike in the Township, has determined the road segment warrants being improved as identified in ODOT’s integrated multi-modal transportation plan for local improvements in eastern Hamilton County; and

WHEREAS, Columbia Township has secured Project funding through grants from the Hamilton County Transit Infrastructure Fund and Hamilton County Engineer, and funds from the Walton Creek Tax Increment Financing District and other Township sources, and plans to advertise the Project this year for construction; and

WHEREAS, the Hamilton County Engineer requires Columbia Township to enter into the attached agreement to perform the Project and to agree to fund, but not maintain, the improvements; and

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 enter into the Hamilton County Engineer’s agreement immediately so that it may advertise for the warranted improvements in the busy Walton Creek Rd. corridor so that Project construction may begin this year depending on contractor availability.

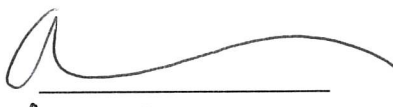


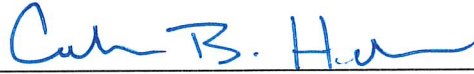
FURTHERMORE, be it resolved by the Board of Trustees of Columbia Township that the Columbia Township Administrator shall enter into an Agreement and any necessary amendments with the Hamilton County Engineer for the necessary Walton Creek Road improvements.

Motion to accept Resolution made by: MR. KUBICKI

Seconded by: MR. HUGHES

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COLUMBIA TOWNSHIP, HAMILTON COUNTY, OHIO

VOTE:

TRUSTEE	Voting	Signature	Date
David Kubicki, President	<u>yes</u>	<u></u>	08-16-2022
Brian Lamar, Vice-President	<u>yes</u>	<u></u>	08-16-2022
Susan Hughes, Trustee	<u>yes</u>	<u></u>	08-16-2022
ATTEST:		<u></u>	08-16-2022
		Caroline Heekin, Fiscal Officer	

Passed August 16th, 2022

Attachment – Hamilton County Engineer Agreement

**Joint Agreement Between Hamilton County and Columbia Township
for the Construction and Maintenance of Improvements to
Walton Creek Road from Wooster Pike (US 50) to Elm Street**

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

WHEREAS:

- 1) the COUNTY and the TOWNSHIP desire to improve Walton Creek Road from Wooster Pike (US 50) to Elm Street, hereinafter referred to as the "PROJECT"; and
- 2) the PROJECT is required for, and conducive to, the orderly and safe flow of travel through the area and that the public will benefit by the construction of said PROJECT; and
- 3) the COUNTY and the TOWNSHIP acknowledge that the PROJECT is within the dedicated road rights-of-way under the jurisdiction of the COUNTY; and
- 4) the TOWNSHIP has obtained funds from the 2021 Township 20% Fund Program, in the amount of **Twenty-Seven Thousand Two Hundred Ninety-Five and zero cents (\$27,295.00)**, for the construction of the PROJECT; and
- 5) the COUNTY and the TOWNSHIP agree that the current estimate for the construction of the PROJECT is **One Hundred Ninety-Eight Thousand Seven Hundred Eighty-One Dollars and fifty cents (\$198,781.50)**.

NOW, THEREFORE, in consideration of the promises contained herein, the receipt and sufficiency which are acknowledged, the COUNTY and the TOWNSHIP agree that:

The COUNTY and/or the ENGINEER will:

- 1) be responsible for the **Zero percent (0%)** of the final, total construction cost of the PROJECT.
- 2) 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.
- 3) inspect the construction of the PROJECT improvements.

The TOWNSHIP and/or an agent for the TOWNSHIP will:

- 1) prepare the quantity tabulation, specifications and bid documents.
- 2) administer the bidding process and, after receiving the bids, the TOWNSHIP shall complete the computation and analysis of the bids and determine the lowest and best bid according to the applicable sections of the ORC.
- 3) require the successful bidder to name the COUNTY, its officers, employees and agents as additional insured on all general, automobile, personal injury, contractor's risk insurance policies and all other applicable required insurance policies.
- 4) directly reimburse the Contractor for the local portion of the costs of the PROJECT.
- 5) apply for and obtain any and all permits that may be required for the construction of the PROJECT, including the payment of any and all fees that may be required for the permits. These permits will include, but not be limited to, the Hamilton County Department of Planning and Development permit(s), the NPDES permit, a 402/404 permit.
- 6) employ a qualified firm to complete all required testing on the PROJECT.
- 7) upon proper invoicing by the testing firm, directly pay the testing firm the invoiced amount for the work completed on the PROJECT.
- 9) coordinate and administer the CONTRACT, including, but not limited to, the inspection of the construction of the PROJECT improvements; the verification of quantities of work completed within the PROJECT; the preparation of a payment request based upon these verified quantities.
- 10) after approving any request from the Contractor for changes/modifications to the PROJECT, prepare the appropriate Change Order.
- 11) be responsible for the **100 percent (100%)** of the local match for the PROJECT. Based upon the current estimated quantities and the estimated unit costs, the TOWNSHIP's portion of the PROJECT cost is approximately **One Hundred Ninety-Eight Thousand Seven Hundred Eighty-One Dollars and fifty cents (\$198,781.50)**. The final amount of the TOWNSHIP's portion of the PROJECT cost will be determined based upon the prices contained in the Construction Contract, the "as-built" quantities and any approved Change Orders.

The COUNTY and the TOWNSHIP further agree that 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, HAMILTON COUNTY and TOWNSHIP have signed this JOINT AGREEMENT as indicated in their respective acknowledgements below.

COLUMBIA TOWNSHIP:

By: Melissa Taylor
Columbia Township Administrator
Title

Approved as to Form:

By: _____

Title

HAMILTON COUNTY:

By: _____
Hamilton County Engineer

Board of County Commissioners, Hamilton County, Ohio:

By: _____
County Administrator

Approved as to Form:

By: [Signature]
Assistant County Prosecutor

