



RESOLUTION #24-08-078

A RESOLUTION AUTHORIZING THE BOARD OF TOWNSHIP TRUSTEES TO PARTICIPATE IN THE AGREEMENT BETWEEN THE BOARD OF MIAMI COUNTY COMMISSIONERS AND JOHN R. JURGENSON COMPANY FOR ASPHALT CONCRETE RESURFACING OF DESIGNATED ROADS

The Bethel Township Board of Township Trustees, Bethel Township, Miami County, Ohio, met in regular session on the 6th day of August, 2024, with the following Trustees being present: Kama Dick, Julie Reese, and Beth van Haaren.

Trustee Dick moved for the adoption of the following resolution:

RECITALS:

WHEREAS, upon recommendation of the Miami County Engineer and receipt of competitive bids pursuant to law, the Board of Miami County Commissioners entered into an "Owner-Contractor Agreement" with John R. Jurgenson Company to provide all labor, materials, supplies and equipment necessary to undertake the Miami County Engineer's Office 2024 Asphalt Concrete Resurfacing Program for designated roads controlled and maintained by the Commissioners; **AND**

WHEREAS, since several township boards of trustees, including the Bethel Township Board of Township Trustees, had expressed an interest in obtaining the resurfacing of township roads under their respective control and maintenance, the aforesaid "Owner-Contractor Agreement" between the Commissioners and John R. Jurgenson Company allows for the Bethel Township Board of Township Trustees to participate in such agreement pursuant to Ohio Revised Code section 9.48; **AND**

WHEREAS, said "Owner-Contractor Agreement" between the Commissioners and John R. Jurgenson Company incorporates an "alternate bid" whereby John R. Jurgenson Company will resurface designated roads under the control and maintenance of the Bethel Township Board of Township Trustees for a contract price not to exceed TWO HUNDRED AND FIFTY-SEVEN THOUSAND, NINE HUNDRED AND ONE DOLLARS (\$257,901); **AND**

WHEREAS, upon the recommendation of the Miami County Engineer and pursuant to Ohio Revised Code section 9.48, it is the desire of the Bethel Township Board of Township Trustees to participate in said "Owner-Contractor Agreement" between the Commissioners and John R. Jurgenson Company for the resurfacing of designated Bethel Township roads; **AND**

WHEREAS, since the Board of Miami County Commissioners let and entered into the "Owner-Contractor Agreement" for implementation of the Miami County Engineer's Office 2024 Asphalt Concrete Resurfacing Program via the competitive bidding provisions of Ohio Revised Code section 307.86 and other pertinent sections of the Ohio Revised Code, the proposed contract between the Bethel Township Board of Township Trustees and

the John R. Jurgenson Company is, under operation of Ohio Revised Code section 9.48, exempt from any competitive selection requirements otherwise required by law.

NOW THEREFORE BE IT RESOLVED by the Bethel Township Board of Township Trustees that it hereby authorizes the entering into, and the execution of, the attached "Contract For Asphalt Concrete Resurfacing Of Bethel Township Roads" with John R. Jurgenson Company in an amount not to exceed TWO HUNDRED AND FIFTY-SEVEN THOUSAND, NINE HUNDRED AND ONE DOLLARS (\$257,901); **AND**

BE IT FURTHER RESOLVED, that the execution and delivery of the same to John R. Jurgenson Company shall serve as Notice to Proceed to John R. Jurgenson Company as coordinated and directed by the Miami County Engineer; **AND**

BE IT FURTHER RESOLVED, that the Bethel Township Fiscal Officer is hereby directed to send a certified copy of both this resolution and the executed contract to the John R. Jurgenson Company and the Miami County Engineer.

Trustee van Haaren **seconded** the motion and the roll was called on the question of its adoption of **resolution #24-08-078** on this **6th day of August, 2024**. The vote was as follows:

Name

Vote

Kenna Dick
Trustee Dick

Yes

Julie Reese
Trustee Reese

Yes

John van Haaren
Trustee van Haaren

Yes

Attest: Rhonda Ross
Bethel Township Fiscal Officer

8-7-24
Date

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Tracy OH 45378

Certified Mail Fee \$4.85

Extra Services & Fees (check box, add fee as appropriate)

<input type="checkbox"/> Return Receipt (hardcopy)	\$	\$1.00
<input type="checkbox"/> Return Receipt (electronic)	\$	\$1.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$	\$1.00
<input type="checkbox"/> Adult Signature Required	\$	\$1.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$	\$1.00

Postage \$0.73

Total Postage and Fees

\$9.58

Sent To

Street and Apt. No., or PO Box No.

City, State, ZIP+4®

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions



7021 2720 0000 9355 8108

Total 9590 9402 3876 8060 2081 70 \$9.68

Grand Total: \$9.68

Cash \$10.00
 Change -\$0.32

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UFN: 381932-0318
 Receipt #: 840-54500386-1-1991009-2
 Clerk: 02

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CONTRACT FOR ASPHALT CONCRETE RESURFACING OF BETHEL TOWNSHIP ROADS

This "Contract For Asphalt Concrete Resurfacing Of Bethel Township Roads" ("Contract") is entered into by and between the Bethel Township Board of Township Trustees ("Bethel Township"), with business address of 8735 S. Second St, Tipp City, OH 45371 and John R. Jurgensen Company ("Contractor"), with business address of 1780 Enon Road, Springfield, Ohio 45502 on this **6th day of August, 2024**.

RECITALS:

WHEREAS, in order to maintain certain township roads under its control, Bethel Township desires to participate in the Miami County Engineer's 2024 Asphalt Concrete Resurfacing Program; **AND**

WHEREAS, the Contractor and the Board of Miami County Commissioners have previously entered into the attached "Owner-Contractor Agreement" to implement the Miami County Engineer's 2024 Asphalt Concrete Resurfacing Program, which Agreement provides that Bethel Township may participate in said "Owner-Contractor Agreement" by entering into a separate contract with the Contractor such as this one.

NOW, THEREFORE, in consideration of the foregoing recitals which are hereby incorporated herein by reference as if fully rewritten and the mutual promises herein contained, the Bethel Township Board of Township Trustees and the Contractor agree as follows:

1. The attached "Owner-Contractor Agreement" (including its designated "Contract Documents") to implement the Miami County Engineer's 2024 Asphalt Concrete Resurfacing Program between the Board of Miami County Commissioners and the Contractor dated July 2, 2024 is hereby incorporated herein by reference as if fully rewritten herein.

1.1. For purposes of this Contract, the term "Owner-Contractor Agreement" and all references thereto shall mean the "Owner-Contractor Agreement" entered into between the Board of Miami County Commissioners (as "Owner") and John R. Jurgensen Company (as "Contractor") on or about July 2, 2024, including all documents referred to therein as the "Contract Documents".

1.2. For purposes of this Contract, all references to "Owner" set forth in the attached "Owner-Contractor Agreement", including the "Contract Documents" identified therein, shall mean the "Bethel Township Board of Township Trustees" unless this Contract states otherwise.

1.3. For purposes of this Contract, all references to "Contractor" set forth in the attached "Owner-Contractor Agreement", including "Contract Documents" identified therein, shall mean the John R. Jurgensen Company unless this Contract states otherwise.

1.4 For purposes of this Contract, the term "Project Representative" shall mean Miami County Engineer Paul P. Huelskamp, PE, PS, whose business address is 2100 North County Road 25A, Troy, Ohio 45373; email address of MCEO@MiamiCountyOhio.gov; and phone number of 937-440-5656.

1.5. For purposes of this Contract, the term "Contract Sum" shall mean an amount not to exceed TWO HUNDRED AND FIFTY-SEVEN THOUSAND, NINE HUNDRED AND ONE DOLLARS (\$257,901);

1.6 For purposes of this Contract, words, terms, and/or phrases set forth in this Contract shall have the meanings set forth in the "Owner-Contractor Agreement" unless indicated otherwise.

1.7. Where there is any conflict between a term, provision, definition, condition and/or specification set forth in this Contract and the "Owner-Contractor Agreement", the term, provision, definition, condition and/or specification set forth in this Contract shall take precedence.

2. Pursuant to the terms, conditions and provisions set forth in this Contract, the "Owner-Contractor Agreement" and the Contractor's Bethel Township alternate bid, the Contractor shall provide all labor, materials, supplies and equipment necessary to perform the Work upon identified Bethel Township roads.

3. For performing the Work, the Contractor shall be paid the Contract Sum stated herein. The "Contract Sum" and "Base Bid-County Roads" table set forth in Section 3 of the "Owner-Contractor Agreement" shall be stricken and replaced with the "Contract Sum" stated in paragraph 1.5 above and the Bethel Township alternate bid information previously submitted by the Contractor to the Board of Miami County Commissioners as part of its bid for the award of the "Owner-Contractor Agreement".

4. The Contractor shall indemnify and hold harmless the Bethel Township Board of Township Trustees, its individual trustees, the Bethel Township Fiscal Officer, the Board of Miami County Commissioners, its individual commissioners, the Miami County Engineer and their officers, employees and representatives from and against all claims, damages, losses, liens, causes of action, suits, judgments, and expenses (including reasonable attorney's fees and other reasonable costs of defense), of any nature, kind or description, which (a) are caused by or result from the performance of the Work by the Contractor, anyone directly or indirectly employed by the Contractor, any sub-contractor of the Contractor, or anyone for whose acts the Contractor is legally liable, and (b) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to damage to or destruction of property, but (c) only to the extent they are caused by any negligent, reckless or willful act, error or omission of the Contractor, anyone directly or indirectly employed by the Contractor, any sub-contractor of the Contractor, or anyone for whose acts the Contractor is legally liable. The terms and conditions of this paragraph 4 shall survive termination of this Contract for any reason.

5. The parties acknowledge and agree that the Board of Miami County Commissioners is not a party to this Contract and as such, is not liable for the performance of either party to this Contract, including, without limitation, any liability for payment to be made under this Contract.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their properly authorized representatives and agree that this Contract is effective as of the date it is executed by the Bethel Township Board of Township Trustees.

Bethel Township Board Of Township Trustees

John R. Jurgensen Company

By: Julie Reese

By: _____

Karen Dacht

Printed: _____

Josh van Osaren

Title: _____

Date: August 6, 2024

Date: _____