

**RESOLUTION #10-0607-04**

**Authorize the attached Paving Contract**

**Whereas**, the Liberty Township Board of Trustees has had a relationship with Shelley & Sands, Inc. for other services and the County Engineer has publicly bid the annual Paving Program, and

**Whereas**, the attached Contract reflects costs, materials, and required services that will be provided by Shelly & Sands, Inc. for the project known as Delaware County 2010 Road Improvement Program, Delaware County, Ohio which came in less than then percent (10%) above the estimate,

**NOW, THEREFORE, BE IT RESOLVED**, that the Liberty Township Board of Trustees of Delaware County, Ohio, approves the attached Paving Contract with Shelley & Sands, Inc., as part of the County Engineers annually Paving Bid Program in the amount of \$235,582.22.

This Resolution shall be in force and become effective immediately upon its execution.

Motion made by Carducci and seconded by Mann.

**Vote:** yes Ms. Carducci yes Mr. Mann NP Mr. Sybert

6-9-10  
Date

\_\_\_\_\_  
Curtis Sybert, Trustee

\_\_\_\_\_  
Robert Mann, Trustee

\_\_\_\_\_  
Mary Carducci, Trustee

CERTIFIED BY:

Mark S. Gerber  
Mark S. Gerber, Fiscal Officer

**CONTRACT**

**AGREEMENT**, made and entered into this 7<sup>th</sup> day of June, 2010 by and between the **LIBERTY TOWNSHIP TRUSTEES**, Delaware County, Ohio, and hereinafter designated as **FIRST PARTY**, and **SHELLY & SANDS, INC.** hereinafter designated as **SECOND PARTY**.

**WITNESSETH**, that said **SECOND PARTY**, for and in consideration of the sum of **TWO HUNDRED THIRTY-FIVE THOUSAND FIVE HUNDRED EIGHTY-TWO DOLLARS AND TWENTY-TWO CENTS (\$235,582.22)**, based on unit prices on the attached **Bid Blank**, to be paid as hereinafter specified, hereby agrees to furnish unto said **FIRST PARTY**, all necessary material, labor and equipment required to complete the project known as **Delaware County 2010 Road Improvement Program, Delaware County, Ohio**, in accordance with plans, drawings, general specifications, Invitation to Bid for same hereto attached; which plans, drawings, general specifications and Invitation to Bid are hereby declared to be a part of this **Contract**.

**SAID SECOND PARTY** further agrees to furnish said materials and to do the said work and labor promptly, in a good, substantial and workmanship manner, under the direction of the **Liberty Township Trustees**. Work is to be completed on or before **September 10, 2010**.

**THE SECOND PARTY** hereby agrees to hold **Liberty Township** free and harmless from any and all claims for damages, costs, expenses, judgments or decrees, resulting from any operations of said **SECOND PARTY**, his sub-contractors, agents or employees.

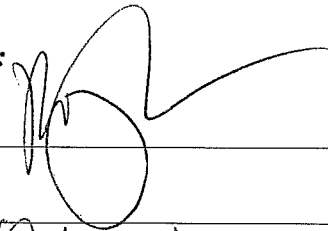
**SECOND PARTY** further agrees to pay the **Prevailing Wage Rate** in accordance with **Section 4115 of the Ohio Revised Code** and to furnish the **Liberty Township Trustees** a certified copy of the Contractor's payroll. Contractor is also responsible for providing any changes in the Prevailing Wage rates as furnished by the Delaware County Engineer during the course of this project to any and all Subcontractors employed by the Contractor.

**WITNESS**, our hands the day and year first above written.

**SIGNED N DUPLICATE IN THE PRESENCE OF:**

Robert Mann \_\_\_\_\_

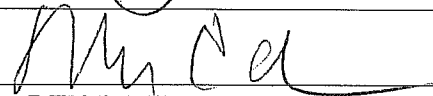
X



X

Mary Carlucci \_\_\_\_\_

X



**LIBERTY TOWNSHIP TRUSTEES**

Meredith Galt \_\_\_\_\_

**WITNESS**

**CONTRACTOR**

\_\_\_\_\_  
**ADDRESS**

CONTRACT

*AGREEMENT*, made and entered into this 7<sup>th</sup> day of June 2010 by and between the **LIBERTY TOWNSHIP TRUSTEES**, Delaware County, Ohio, and hereinafter designated as **FIRST PARTY**, and **SHELLY & SANDS, INC.** hereinafter designated as **SECOND PARTY**.

*WITNESSETH*, that said **SECOND PARTY**, for and in consideration of the sum of **TWO HUNDRED THIRTY-FIVE THOUSAND FIVE HUNDRED EIGHTY-TWO DOLLARS AND TWENTY-TWO CENTS (\$235,582.22)**, based on unit prices on the attached **Bid Blank**, to be paid as hereinafter specified, hereby agrees to furnish unto said **FIRST PARTY**, all necessary material, labor and equipment required to complete the project known as **Delaware County 2010 Road Improvement Program, Delaware County, Ohio**, in accordance with plans, drawings, general specifications, Invitation to Bid for same hereto attached; which plans, drawings, general specifications and Invitation to Bid are hereby declared to be a part of this **Contract**.

*SAID SECOND PARTY* further agrees to furnish said materials and to do the said work and labor promptly, in a good, substantial and workmanship manner, under the direction of the **Liberty Township Trustees**. Work is to be completed on or before **September 10, 2010**.

*THE SECOND PARTY* hereby agrees to hold **Liberty Township** free and harmless from any and all claims for damages, costs, expenses, judgments or decrees, resulting from any operations of said **SECOND PARTY**, his sub-contractors, agents or employees.

*SECOND PARTY* further agrees to pay the **Prevailing Wage Rate** in accordance with **Section 4115 of the Ohio Revised Code** and to furnish the **Liberty Township Trustees** a certified copy of the Contractor's payroll. Contractor is also responsible for providing any changes in the Prevailing Wage rates as furnished by the Delaware County Engineer during the course of this project to any and all Subcontractors employed by the Contractor.

*WITNESS*, our hands the day and year first above written.

**SIGNED N DUPLICATE IN THE PRESENCE OF:**

Robert mann

X

\_\_\_\_\_

X

Mary Carducci

X

**LIBERTY TOWNSHIP TRUSTEES**

Mark S. Zuber

**WITNESS**

**CONTRACTOR**

\_\_\_\_\_

**ADDRESS**

## Memorandum of Understanding

DCEO, in an effort to clearly define the roles of both our office and the participating township(s) in the RIP, is providing the following guidelines to ensure a more successful project.

### COUNTY RESPONSIBILITIES:

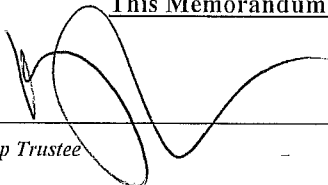
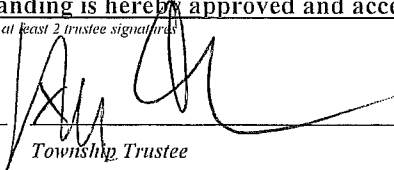
- Upon request of the Twp, field meetings with Twp reps to evaluate twp roads and provide input into what roads and treatments may be considered in the upcoming RIP
- Prepare estimates based on Twp roads requested and treatments for review and approval
- Develop and incorporate Twp bid documents into RIP
- Advertise for RIP bid along with administration of any RIP contractual prebid questions.
- Receive and open RIP at DCEO on designated date and time
- Evaluate RIP bids and make recommendations to Twps.
- Prepared RIP contracts for Twp signatures
- Provide RIP construction oversight at Twps request consisting of:
  - Review of contractors work in place quantities and pay requests and recommendation for pay approval or denial
  - Daily field visits to monitor progress of construction and quality of work.
  - Coordination with Twp and contractor to discuss and agree on quantities and any changes to work requested or additional needs of the Twp and/or contractor needing approved.
- Asphalt random sampling and testing.
- DCEO project manager/field coordinator will be accessible during construction hours regarding any concerns or questions.

### TOWNSHIP RESPONSIBILITIES:

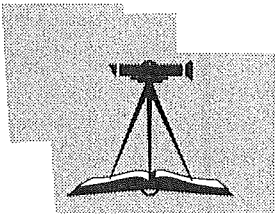
- Twp shall designate a Project Manager. This individual must be able to fulfill, at minimum, the following roles:
  - Hold preconstruction meeting with contractor and DCEO representative to discuss such items as schedule, pay requests, haul roads, public relations, etc.
  - Accessible during construction hours and have the authority to make decisions regarding various changes and/or any construction changes that may occur as a result of unknown conditions or circumstances.
  - Be main point of contact for any and all coordination between Trustees, contractor and DCEO.
  - Contact and coordinate with DCEO representative regarding any changes/alterations to original awarded contract.
  - This person will be: David Anderson <sup>Twp. Adm.</sup> Phone #: 740-938-2000
- Twp shall be responsible for any and all public relations it deems necessary to their constituents informing them about the RIP.
- Twp shall review DCEO verification of work in place quantities, extended project totals and "request for pay" submitted by contractor. Upon approval, sign and return the documents along with payment to contractor within 30 days of pay request.
- Twp shall provide full time field observation when and if determined necessary.

**This Memorandum of Understanding is hereby approved and accepted:**

Must have at least 2 trustee signatures

X  \_\_\_\_\_ Date 6-7-10 X  \_\_\_\_\_ Date 6-7-10

X \_\_\_\_\_ Date \_\_\_\_\_ Delaware County Engineer \_\_\_\_\_ Date \_\_\_\_\_



# Delaware County Engineer

**Chris Bauserman, P.E., P.S.**  
*County Engineer*

**Patrick E. Blayney, P.E., FACEC**  
*Chief Deputy Engineer*

2010 ROAD IMPROVEMENT PROGRAM  
TOWNSHIP ROAD SUMMARY  
LIBERTY TOWNSHIP

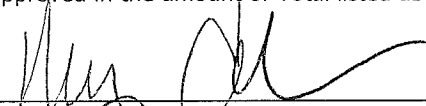
May 4, 2010

ROAD	FROM	TO	MILES	ESTIMATE	AWARDED	WIP
BRAUMILLER (LIB092)	CHESHIRE	DELAWARE TL	0.350	\$43,500.00	\$52,320.91	
BURTON DR (LIB462)	SHERBORNE LN	V O POWELL	0.050	\$8,300.00	\$9,465.97	
FELIZ LN (LIB472)	SELDOM SEEN	GEDIZ	0.750	\$107,600.00	\$111,254.94	
SIBEL CT (LIB473)	FELIZ LANE	CUL-DE-SAC	0.180	\$31,700.00	\$31,006.16	
ESIN CT (LIB474)	FELIZ LANE	CUL-DE-SAC	0.116	\$22,300.00	\$22,091.14	
SPECIAL ITEMS				\$9,200.00	\$9,443.10	


**TOTAL(S)**

**1.447 \$222,600.00 \$235,582.22**

Reviewed and approved in the amount of Total listed above :

  
 \_\_\_\_\_  
 Mary Carducci, Liberty Township Trustee

6-7-10  
date

  
 \_\_\_\_\_  
 Robert Mann, Liberty Township Trustee

6-7-10  
date

\_\_\_\_\_

Curtis J. Sybert, Liberty Township Trustee

6-7-10  
date

LIB AWD050410.xls











