

RESOLUTION #19-0520-06

Approve Resurfacing Contract through Delaware County Engineer's Office

WHEREAS, Liberty Township received bids for resurfacing of streets as approved in Resolution #19-0107-17 from the Delaware County Engineer's Office, and

WHEREAS, the Delaware County Engineer's Office has submitted its bids and contracts to be approved by the Board of Trustees in order that work may begin by the county's designated vendor, The Shelly Company, and,

WHEREAS, the attached documents show the total cost for the 2019 resurfacing project to be \$864,269.25, which includes a 10% contingency and the Road Department has an adequate funding available in the approved budget for the 2019 road improvements, and

WHEREAS, the contract between the Township and The Shelly Company and the Memorandum of Understanding between the Township and the Delaware County Engineer must be approved by the Board of Trustees, and

NOW, THEREFORE BE IT RESOLVED, BY THE LIBERTY TOWNSHIP BOARD OF TRUSTEES, DELAWARE COUNTY, OHIO, that the contract with The Shelly Company for the 2019 resurfacing project awarded for the amount of \$864,269.25 be approved, and **BE IT FURTHER RESOLVED** that the Memorandum of Understanding between the Township and the Delaware County Engineer regarding the 2019 resurfacing project be approved.

Motion made by Melanie Leneghan and seconded by Mike Gemperline.

Vote: yes Mrs. Eichhorn yes Mr. Gemperline yes Mrs. Leneghan

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

5-20-19

Date

Melanie Leneghan
Melanie Leneghan, Trustee

CERTIFIED BY:

Nancy Denutte
Nancy Denutte, Fiscal Officer

Mike Gemperline, Trustee

Shyra Eichhorn
Shyra Eichhorn, Trustee

CONTRACT

AGREEMENT, made and entered into this 20th day of May 2019 by and between the **LIBERTY TOWNSHIP TRUSTEES**, Delaware County, Ohio, and hereinafter designated as **FIRST PARTY**, and **THE SHELLY COMPANY**, hereinafter designated as **SECOND PARTY**.

WITNESSETH, that said **SECOND PARTY**, for and in consideration of the sum of **EIGHT HUNDRED SIXTY-FOUR THOUSAND TWO HUNDRED SIXTY-NINE DOLLARS AND TWENTY-FIVE CENTS (\$864,269.25)**, 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 **2019 DELAWARE COUNTY 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 6, 2019**.

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 IN DUPLICATE IN THE PRESENCE OF:

Mr. Shelly
Melanie Rengle
Maci King

WITNESS

LIBERTY TOWNSHIP TRUSTEES

Pat

CONTRACTOR

The Shelly Company
Po Box 266 Tiffenville, OH 43076

ADDRESS

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SIGNED IN DUPLICATE IN THE PRESENCE OF:

Melanie Kengle _____
Shirley Shultz _____

Maci King _____
WITNESS

LIBERTY TOWNSHIP TRUSTEES
Paul _____
CONTRACTOR
The Shelly Company _____
P.O. Box 266 Tiffenville, OH 43076 _____
ADDRESS