



RESOLUTION #25-07-057

**A RESOLUTION AUTHORIZING THE BOARD OF 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 Trustees, Bethel Township, Miami County, Ohio met in regular session on the 1st day of July, 2025 with the following Trustees being present: Kama Dick, Julie Reese, and Beth vanHaaren.

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 2025 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 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 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 portions of Bethel Township's New Carlisle Road (TR175) beginning from SR201 to Dayton-Brandt Pike and beginning from 8780 New Carlise Road to Scarff Road, for a contract price not to exceed ONE HUNDRED AND SIXTY-FIVE THOUSAND, SEVEN HUNDRED AND NINETEEN DOLLARS AND SEVENTY-FIVE CENTS (\$165,719.75); **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 2025 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 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 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 ONE HUNDRED AND SIXTY-FIVE THOUSAND, SEVEN HUNDRED AND NINETEEN DOLLARS AND SEVENTY-FIVE CENTS (\$165,719.75); **AND**

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

BE IT FURTHER RESOLVED that all formal actions of the Board concerning and relating to the passage of this Resolution were adopted in an open meeting of the Board, and all deliberations of the Board that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Ohio Revised Code Section 121.22.

Trustee van Haaren seconded the motion and the Board voted as follows upon roll call:

| | | | |
|--------------|------------------------|----------|------------------------|
| Vote: | Trustee Kama Dick | <u>Y</u> | <u>Kama Dick</u> |
| | Trustee Julie Reese | <u>Y</u> | <u>Julie Reese</u> |
| | Trustee Beth vanHaaren | <u>Y</u> | <u>Beth van Haaren</u> |

Attest: Rhonda Ross
Rhonda Ross, Fiscal Officer
Bethel Township, Miami County, Ohio

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 Trustees ("Bethel Township"), with business address of 8735 South Second Street, Tipp City, Ohio 45371 and John R. Jurgensen Company ("Contractor"), with business address of 300 Production Court, Dayton, Ohio 45414 on this 1st day of July, 2025.

RECITALS:

WHEREAS, in order to maintain certain portions of New Carlisle Road (TR175) including the portion beginning at SR201 and ending at Dayton-Brandt Pike and that portion of New Carlisle Road (TR175) beginning at 8780 New Carlisle Road and ending at Scarff Road, Bethel Township desires to participate in the Miami County Engineer's 2025 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 2025 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.

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 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 2025 Asphalt Concrete Resurfacing Program between the Board of Miami County Commissioners and the Contractor dated June 5, 2025 is hereby incorporated herein by reference as if fully rewritten.
 - 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 June 5, 2025, 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 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.
 - 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 ONE HUNDRED AND SIXTY-FIVE THOUSAND, SEVEN HUNDRED AND NINETEEN DOLLARS AND SEVENTY-FIVE CENTS (\$165,719.75).
 - 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 attached "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 road(s).
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: _____

John van Noeren

Printed: _____

Karen Jurgensen

Title: _____

Date: 7-1-95

Date: _____