

RESOLUTION NO. 17-05  
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER Susan W. Lienesch ON THE  
18<sup>th</sup> DAY OF April, 2005.

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A JOINT AGREEMENT BETWEEN THE CITY OF CENTERVILLE AND THE GREENE COUNTY ENGINEER FOR THE RESURFACING OF THAT PORTION OF WILMINGTON PIKE LOCATED IN THE CITY OF CENTERVILLE.

WHEREAS, the intent of this project is to provide a format, bid by the Greene County Engineer, in which each jurisdiction can participate for their respective roadways for which all questions as to quality and acceptability of materials furnished and work performed, either expressed or implied, will be decided by the bid specifications. There is a cost savings by doing the projects jointly rather than as individual jurisdictions.

WHEREAS, this agreement is between the Greene County Engineer (Robert N. Geyer, P.E., P.S., 615 Dayton-Xenia Road, Xenia, Ohio 45385) and the City of Centerville (hereinafter referred to as the "City").

NOW THEREFORE, THE MUNICIPALITY OF CENTERVILLE HEREBY RESOLVES:

Section 1. That the City Manager be and is hereby authorized to enter into an agreement, on behalf of the City of Centerville, with the Greene County Engineer for the resurfacing of that portion of Wilmington Pike located in the City of Centerville.

PASSED this 18<sup>th</sup> day of April, 2005.


C. Mark Kenged  
Mayor of the City of Centerville, Ohio

ATTEST:

Marianne J. McLaughlin  
Clerk of Council, City of Centerville, Ohio

**CERTIFICATE**

The undersigned, Clerk of the Council of the City of Centerville, Ohio, hereby certifies that the foregoing is a true and correct copy of Resolution Number 17-05, passed by the Council of the City of Centerville, Ohio, on the 18<sup>th</sup> day of April, 2005.

  
Clerk of Council

Approved as to form, consistency  
with existing Ordinances, the Charter  
and Constitutional Provisions.

Department of Law  
Scott A. Liberman  
Municipal Attorney

**AGREEMENT BETWEEN THE GREENE COUNTY ENGINEER  
AND  
THE CITY OF CENTERVILLE**

This Agreement between the Greene County Engineer and the City of Centerville is made this \_\_\_\_\_ day of \_\_\_\_\_, 2005. The Greene County Engineer, Robert N. Geyer, P.E., P.S., 615 Dayton-Xenia Road, Xenia, Ohio 45385, (hereinafter referred to as the "Engineer") and the City of Centerville, 100 West Spring Valley Road, Centerville, Ohio, 45458, (hereinafter referred to as the "City").

The Engineer advertised for competitive bids for the following project:

The construction of a wearing surface of Item 448 surface asphalt on selected County, Township, City, and Village roadways throughout Greene County and Montgomery County, Ohio, (hereinafter referred to as the "2005 Collective 448 Overlay Bid").

The intent of this project is to provide a format, bid by the Greene County Engineer, in which each jurisdiction can participate for their respective roadways for which all questions as to quality and acceptability of materials furnished and work performed, either expressed or implied, will be decided by the bid specifications. There is a cost savings by doing the projects jointly rather than as individual jurisdictions.

NOW THEREFORE, in consideration of the mutual covenants and benefits, the Engineer and the City agree as follows:

1. The City will participate with the Engineer in the competitively bid "2005 Collective 448 Overlay Bid".
2. All work done by the Contractor within the corporate limits of the City shall be inspected by the City. The City shall also have the sole authority to decide all questions that may arise as to quality and acceptability of materials furnished, work performed, rate of progress, interpretation of the specifications and the acceptable fulfillment of the contract on the part of the Contractor.
3. The unit price of the contract is set forth in the bid proposal submitted by the Contractor. The Specifications and the bid proposal are incorporated herein by reference. The total bid amount of the work to be done the Contractor within the City's jurisdiction is estimated to be \$254,000.00. The final amount will be determined by the actual work done by the Contractor and paid on unit prices bid.
4. The contractor will invoice the City directly for the actual quantities of work performed, all line item extras, and/or negotiated extra work.

5. The Engineer shall withhold all retainage for the total bidding from the County's share of the work and the Engineer will ensure the work has been performed in accordance with the City's instructions prior to releasing the retainage.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth above.

**CITY OF CENTERVILLE**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Gregory B. Horn, City Manager

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Scott A. Liberman, Interim Municipal Attorney

**GREENE COUNTY ENGINEER**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Robert N. Geyer, P.E., P.S., County Engineer

Approved as to form for Greene County:

\_\_\_\_\_  
Prosecuting Attorney's Office