



**RESOLUTION NO. 14-36**

**A RESOLUTION AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO AN AGREEMENT WITH COLUMBUS ASPHALT PAVING, INC FOR THE 2014 STREET REPAIR PROGRAM**

**WHEREAS**, the Village of Johnstown advertised for qualified companies to submit bid proposals for the 2014 Street Repair Program, and;

**WHEREAS**, the Village Engineer and Administration has reviewed the bid applications for said improvements and opinion is attached hereto, and;

**WHEREAS**, Columbus Asphalt Paving, Inc. is the lowest (\$193,808.00) and best bid received in accordance with the specifications upon which such bid was received, and;

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the Village of Johnstown, Licking County, Ohio as follows:

**Section One**

The Village Manager is hereby authorized and directed, on behalf of the Council of the Village of Johnstown, to enter into an agreement with Columbus Asphalt Paving, Inc. regarding the 2014 Street Repair Program.

**Section Two**

It is found and determined that all formal actions of this Council, concerning and relating to the adoption of this Resolution, were adopted in an open meeting of this Council and that meetings of any of its committees that resulted in such formal action were meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code and the Charter of the VILLAGE OF JOHNSTOWN.

By: Carol VanDaest

Sean Stancart  
Sean Stancart, Mayor

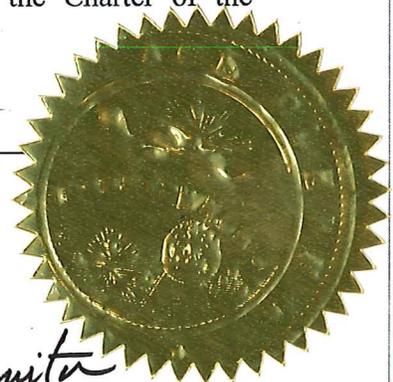
Date Passed: August 5, 2014

ATTEST TO:

Teresa Monroe  
Teresa Monroe, Clerk of Council

APPROVED AS TO FORM:

David Wigginton  
David Wigginton, Law Director



2014 STREET REPAIR PROGRAM

**AGREEMENT**

THIS AGREEMENT is by and between The Village of Johnstown, Ohio (Owner), and Columbus Asphalt Paving, Inc. (Contractor).

Owner and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

1. WORK

1.1. Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The Project consists of paving and pavement repair along Bigelow Street and pavement maintenance in the Rolling Meadows, Leafy Dell, and Concord Crossing West Subdivisions.

2. THE PROJECT

2.1. The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

**2014 Street Repair Program.**

3. ENGINEER

3.1. The Project has been designed by CH2M HILL who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

4. CONTRACT TIMES

4.1. Time of the Essence: All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.2. Dates for Substantial Completion and Final Payment:

4.2.1. The Work shall be substantially completed and ready for final payment in accordance with the General Conditions on or before October 1, 2014.

4.3. Liquidated Damages:

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4.3.1. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph Contract Times above, plus any extensions thereof allowed in accordance with Section 11013 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner Five Hundred Dollars (\$500) for each day that expires after the time specified herein for Substantial Completion until the Work is substantially complete.

5. CONTRACT PRICE

5.1. Owner will pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to the following:

5.1.1. Unit Prices:

5.1.1.1. Estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer and Contractor.

5.1.1.2. For all Unit Price Work, an amount equal to the sum of established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in this paragraph:

**UNIT PRICE BID SCHEDULE (All items per City of Columbus Construction and Material Specifications, unless otherwise noted.)**

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	BID UNIT PRICE	COST
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AGREEMENT

JUNE 26, 2014  
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2014 STREET REPAIR PROGRAM

<b>BIGELOW STREET REPAVING</b>					
207	INLET PROTECTION	4	EACH	\$ 95.00	\$ 380.00
253	PAVEMENT REPAIR (6")	30	CU. YD.	\$ 360.00	\$ 10,800.00
254	PAVEMENT PLANING (2.5"), ASPHALT CONCRETE	2,520	SQ. YD.	\$ 3.00	\$ 7,560.00
448	ASPHALT CONCRETE INT. COURSE, TYPE 1, PG64-22 (1.5")	105	CU. YD.	\$ 165.00	\$ 17,325.00
448	ASPHALT CONCRETE SURFACE COURSE, TYPE 1, PG64-22 (1")	70	CU. YD.	\$ 190.00	\$ 13,300.00
1510	STRESS ABSORBING MEMBRANE INTERLAYER (SAMI), TYPE II	2,520	SQ. YD.	\$ 6.00	\$ 15,120.00
1540	ASPHALT REJUVENATING AGENT	2,520	SQ. YD.	\$ 1.00	\$ 2,520.00
604	MANHOLE ADJUSTED TO GRADE	1	EACH	\$ 300.00	\$ 300.00
609	COMBINATION CURB AND GUTTER	240	LF	\$ 29.00	\$ 6,960.00
614	MAINTAINING TRAFFIC	1	LUMP	\$ 2,500.00	\$ 2,500.00
624	MOBILIZATION	1	LUMP	\$ 2,500.00	\$ 2,500.00
<b>Bigelow Street Repaving Subtotal</b>					<b>\$ 79,265.00</b>
<b>PAVEMENT AND JOINT REPAIRS</b>					
251	PARTIAL DEPTH PAVEMENT REPAIR (2")	1,336	SQ. YD.	\$ 48.00	\$ 64,128.00
253	PAVEMENT JOINT REPAIR (6")	133	CU. YD.	\$ 355.00	\$ 47,215.00
1540	ASPHALT REJUVENATING AGENT	3,200	SQ. YD.	\$ 1.00	\$ 3,200.00
<b>Pavement Joint Repairs Subtotal</b>					<b>\$ 114,543.00</b>
<b>PROJECT TOTAL</b>					<b>\$ 193,808.00</b>

TOTAL OF ALL ESTIMATED UNIT PRICES:

One-Hundred Ninety-Three Thousand, Eight-Hundred and Eight Dollars  
(Words)

and Zero Cents  
(Words)

\$193,808.00  
(Figures)

6. PAYMENT PROCEDURES

6.1. Submittal and Processing of Payments: Contractor shall submit Applications for Payment in accordance with Section 11019 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

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6.2. Progress Payments and Retainage: Owner will make progress payments on account of the Contract Price on the basis of Contractor's Application for Payment on or about the 14th day of each month during performance of the Work as provided herein. All such payments will be measured as provided in the General Conditions.

6.2.1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Section 11019 of the General Conditions:

6.2.1.1. Ninety percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, Owner, on recommendation of Engineer, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage; and

6.2.1.2. Ninety percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

6.3. Final Payment:

6.3.1. Upon final completion and acceptance of the Work in accordance with the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in Section 11019 of the General Conditions.

## 7. INTEREST

7.1. All monies not paid when due as provided in Section 11019 of the General Conditions shall bear interest at the rate of one-half percent per month.

## 8. CONTRACTOR'S REPRESENTATIONS

8.1. In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

8.1.1. Contractor has examined and carefully studied the Contract Documents.

## 2014 STREET REPAIR PROGRAM

8.1.2. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

8.1.3. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

8.1.4. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.

8.1.5. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

8.1.6. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

8.1.7. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

8.1.8. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

8.1.9. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

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9. CONTRACT DOCUMENTS

9.1. Contents:

9.1.1. The Contract Documents that are attached to this Agreement (except as expressly noted otherwise) consist of the following:

9.1.1.1. Statement of Qualifications (pages 1 to 2, inclusive).

9.1.1.2. Subcontractor List (pages 1 to 1, inclusive).

9.1.1.3. Affidavit (page 1 to 1, inclusive).

9.1.1.4. Affidavit ORC (page 1 to 1, inclusive).

9.1.1.5. Noncollusion Affidavit (page 1 to 1, inclusive).

9.1.1.6. This Agreement (pages 1 to 8, inclusive).

9.1.1.7. Performance bond (pages 1 to 4, inclusive).

9.1.1.8. Payment bond (pages 1 to 4, inclusive).

9.1.1.9. General Conditions (pages 1 to 21, inclusive).

9.1.1.10. Supplemental Conditions (pages 1 to 2, inclusive).

9.1.1.11. Addenda #1 (pages 1 to 23, inclusive).

~~9.1.2. Exhibits to this Agreement (enumerated as follows):~~

~~9.1.2.1. Documentation submitted by Contractor prior to Notice of Award (pages \_\_\_\_\_ to \_\_\_\_\_, inclusive).~~

9.1.3. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

9.1.3.1. Notice to Proceed (page 1).

9.1.3.2. Work Change Directives.

9.1.3.3. Change Order(s).

9.2. There are no Contract Documents other than those listed above in this Article.

9.3. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

10. MISCELLANEOUS

10.1. Terms used in this Agreement will have the meanings stated in the General Conditions.

10.2. Successors and Assigns: Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.3. Severability: Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.4. Assignment of Contract:

10.4.1. No assignment by a party hereto of any rights under or interests in the Contract shall be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under the Contract Documents.

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IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in triplicate. One counterpart each has been delivered to Owner, Contractor, and Engineer. All portions of the Contract Documents have been signed or identified by Owner and Contractor or on their behalf.

This Agreement will be effective on August 5, 2014 (which is the Effective Date of the Agreement).

OWNER: Village of Johnstown

CONTRACTOR: \_\_\_\_\_

By: Jim Lenner

By: \_\_\_\_\_

Title: Village Manager

Title: \_\_\_\_\_

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address for giving notices:

Address for giving notices:

599 South Main Street

\_\_\_\_\_

Johnstown, OH 43031

\_\_\_\_\_

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Owner-Contractor Agreement.)

License No. \_\_\_\_\_  
(Where applicable)

Agent for service or process: \_\_\_\_\_

(If Contractor is a corporation or a partnership, attach evidence of authority to sign.)

**END OF SECTION**

AGREEMENT