

RECORD OF RESOLUTIONS

Dayton Legal Blank, Inc., Form No. 30045

Resolution No. _____ Passed _____, 20____

CITY OF BELPRE
RESOLUTION NO. 7 (2022-2023)

A RESOLUTION AUTHORIZING THE MAYOR OF BELPRE TO EXECUTE AN AGREEMENT WITH YORK PAVING COMPANY, INC FOR COMPLETION OF THE FARSON STREET WATER SYSTEM IMPROVEMENTS CONTRACT 21-1

WHEREAS, the City of Belpre has determined that a new 10-inch water main needs to be constructed to provide water service to the Farson Street area of water, and

WHEREAS, the City of Belpre advertised for sealed for bids, and

WHEREAS, York Paving Company, Inc was the lowest and best bid for the said project, and

WHEREAS, the City of Belpre has agreed to award said Contract 21-1 to York Paving Company, Inc, and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF BELPRE, OHIO, THAT:

SECTION I

The City of Belpre has agreed to enter into a contract for the completion of the Farson Street Water System Improvements Contract 21-1 with York Paving Company, Inc. (A copy of said contract is attached hereto as exhibit A)

SECTION II

The Belpre City Council hereby authorizes the Mayor of Belpre to sign said contract on behalf of the City of Belpre.

SECTION III

This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, welfare and safety, and for the further reason that said contract needs to be completed as soon as possible to avoid any conflict with the Washington Boulevard repaving project. Wherefore, this Resolution shall take effect and be in full force from and immediately after its passage by Council and signing by the Mayor.

PASSED: March 14, 2022

ATTEST: Dorothy A. Meredith

PRESENTED TO MAYOR: 3/14/2022

APPROVED BY MAYOR: 3/14/2022

James K. Harkin
PRESIDENT OF COUNCIL

Michael H. Harkin
MAYOR

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Resolution No. _____

Passed _____

, 20 _____

CLERK'S CERTIFICATION OF PUBLICATION

The undersigned Clerk of the Council of the City of Belpre, Ohio, does hereby certify that on March 14, 2022, this Resolution was published by posting a copy of the same at the five public places designated by the City Council in Ordinance No. 18 (2006-07).

March 14, 2022
Date

Kimberly S. Meredith
CLERK

OWNER
No. 1

NOTICE OF AWARD

To: York Paving Company, Inc.
19195 River Road, P.O. Box 2450
Athens, OH 45701

Date: Feb 10, 2022

Project Description: City of Belpre, Farson Street Water System Improvements.
Contract 21-1

The OWNER has considered the Bid submitted by you on January 27, 2022 (Bid Date) for the above described work in response to its Advertisement for Bids and Instructions to Bidders.

You are hereby notified that your Bid has been accepted for items in the amount of \$431,002.37.

You are required by the Instructions to Bidders to execute the Agreement and furnish the required CONTRACTOR's Bonds (if applicable) and Certificates of Insurance within 10 calendar days from the date of this notice to you.

If you fail to execute said Agreement and to furnish said Bonds within 10 calendar days from the date of this notice, said OWNER will be entitled to consider all your rights arising out of the OWNER's acceptance of your Bid as abandoned and as a forfeiture of your Bid Bond. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the OWNER.

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged

City of Belpre
OWNER

By York Paving Company, Inc.
CONTRACTOR

By *Michael L. Lorentz*

this the 10th day of
February 2022

Name Michael L. Lorentz

Title Mayor

By *[Signature]*
Name Daniel A. Buck

Title: President

Copy: Contractor's Surety
Surety's Agent

AGREEMENT

THIS AGREEMENT is dated as of the 14th day of March in the year 2022 by and between The City of Belpre (hereinafter called OWNER) and York Paving Company, Inc. (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

CONTRACTOR shall complete all work as specified or indicated in the Contract Documents. The work is generally described as follows:

Construction of 1,430 lineal feet of 10-inch water main; railroad crossing; gate valves; hydrant; and water services, together with necessary appertaining work.

The project for which the work under the Contract Documents may be the whole or only a part is generally described as follows:

Farson Street Water System Improvements, Contract 21-1

Article 2. ENGINEER/ARCHITECT.

For this agreement, the ENGINEER/ARCHITECT is designated as:

Burgess & Niple, Inc.
4424 Emerson Ave.
Parkersburg, WV 26104

who is hereinafter called ENGINEER/ARCHITECT and who is to act as OWNER's representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER/ARCHITECT in the Contract Documents in connection with completion of the work in accordance with the Contract Documents.

Article 3. CONTRACT TIME.

3.1. The work will be completed and ready for final payment within 120 calendar days after the date when the Contract Time commences to run as provided in the Notice to Proceed and in paragraph 14.07.B and 14.07.C of the General Conditions.

3.2. **LIQUIDATED DAMAGES.** OWNER and CONTRACTOR 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 time specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving 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 the sum of \$ 750 for each consecutive calendar day that expires after the time specified in paragraph 3.1, or any proper extension thereof granted by OWNER for completion and readiness for final payment.

Article 4. CONTRACT PRICE.

4.1. OWNER shall pay CONTRACTOR for completion of the work in accordance with the Contract Documents in current funds of \$431,002.37, in accordance with the Bid Schedule as awarded by the OWNER as included herein, subject to additions and deductions by Change Order and quantities actually performed.

Article 5. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER/ARCHITECT as provided in the General Conditions.

5.1. **PROGRESS PAYMENTS.** OWNER shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by ENGINEER/ARCHITECT monthly during construction as provided in the General Conditions. All progress payments will be on the basis of the progress of the work measured by the schedule of values established in paragraph 2.07 of the General Conditions (and in the case of Unit Price work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

5.2. **FINAL PAYMENT.** Upon final completion and acceptance of the work in accordance with paragraphs 14.07.B and 14.07.C of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER/ARCHITECT as provided in said paragraphs 14.07.B and 14.07.C.

Article 6. INTEREST.

All monies not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate provided by law at the place of the project.

Article 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

7.1. CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in paragraph 8) and the other related data identified in the Bidding Documents including "technical data."

7.2. 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, performance, or furnishing of the work.

7.3. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, performance, and furnishing of the work.

7.4. CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02.A of the General Conditions. CONTRACTOR accepts the determination set forth in paragraph 4.02 of the Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which CONTRACTOR is entitled to rely as provided in paragraph 4.02 of the General Conditions. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER and ENGINEER/ARCHITECT do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site.

CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance, or furnishing of the work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performance and furnishing of the work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

7.5. 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.

7.6. 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.

7.7. CONTRACTOR has given ENGINEER/ARCHITECT written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER/ARCHITECT is acceptable to CONTRACTOR,

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

Article 8. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the work consist of the following:

8.1. This Agreement.

8.2. Exhibits to this Agreement.

8.3. Bidding Requirements including Advertisement, Bids and Instructions to BIDDERS, and Supplementary Instructions. Contract Forms including Agreement, Approval and Certification of Legal and Fiscal Officers, Bonds, Notice of Award, Notice to Proceed, Change Order, General Conditions, and Supplementary General Conditions.

8.4. Specifications and Supplemental Specifications prepared or issued by Burgess & Niple, Inc. dated July, 2021 and revised January, 2022.

8.5. Drawings prepared by Burgess & Niple, Inc., numbered 1 through 7, dated June, 2021 and revised -----, 20---.

8.6. ADDENDA:

No. 1, dated January 24, 2022

No. 2, dated January 25, 2022

8.7. Bidding Forms including Noncollusion Affidavit, Bid Bond or Guaranty, Scope of Bids, and Bid Schedule.

8.8. Documentation submitted by CONTRACTOR prior to Notice of Award.

8.9. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to paragraphs 3.04.A and 3.04.B of the General Conditions.

8.10. The documents listed in paragraphs 8.2 et seq. above are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.04.A or 3.04.B of the General Conditions.

Article 9. MISCELLANEOUS.

9.1. Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

9.2. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, monies that may become due and monies 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 will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.3. 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 of all covenants, agreements, and obligations contained in the Contract Documents.

9.4. 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 that 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.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed 3 (three) copies of this Agreement. 1 (one) counterparts each have been delivered to OWNER, CONTRACTOR, and ENGINEER/ARCHITECT.

The effective date of this Agreement shall be _____, 20 22.

**SIGN
HERE**

OWNER
By City of Belpre
Name Michael L. Lorentz
Title Mayor

Seal
(SEAL)

ATTEST:

**SIGN
HERE**

By _____
(Please Type or Print)
Title _____

Address for giving notices
715 Park Dr
Belpre, OH 45714

CONTRACTOR:
York Paving Company, Inc.
By _____
Name Daniel A. Buck
Title President
Address 19195 River Rd; P.O. Box 2450
Athens, OH 45701
Telephone 740-594-3600
Employer Identification No. 31-1460597
Contractor's License No. N/A
(If a corporation, a second officer must sign.)

By _____
Name Daniel A. Buck
(Please Type or Print)
Title President
19195 River Road
PO Box 2450
Athens OH 45701
(SEAL) Daniel A. Buck, President

ATTEST:
By Michelle Williams
Name Michelle Williams
(Please Type or Print)
Title Accounts Administrator

Address for giving notices
19195 River Rd
Athens, OH 45701

(If CONTRACTOR is a corporation, attach evidence of authority to sign.)

CONTRACT PRICE

Name of Project: Farson Street Water System Improvements, Contract 21-1

Owner: City of Belpre

Contractor: York Paving Company, Inc.

The following items in the proposal and Bid of the Contractor are included in the award of this Contract:

Item	Description	Quantity	Unit	Unit Price	Amount
1	10-inch PVC Water Main, C900 DR 18	1,327	L.F.	\$91.71	\$121,699.17
2	10-inch Railroad Crossing, Tunnel Option 1	110	L.F.	\$527.30	\$58,003.00
3	8-inch PVC Water Main, C900 DR 18	30	L.F.	\$236.00	\$7,080.00
4	6-inch PVC Water Main, C900 DR 18	40	L.F.	\$232.00	\$9,280.00
5	2-inch DR 9 HDPE Water Main	10	L.F.	\$340.00	\$3,400.00
6	10-inch Gate Valve and Box	5	EA.	\$3,432.80	\$17,164.00
7	8-inch Gate Valve and Box	3	EA.	\$2,750.00	\$8,250.00
8	6-inch Gate Valve and Box	3	EA.	\$2,622.00	\$7,866.00
9	2-inch Gate Valve and Box	1	EA.	\$2,150.00	\$2,150.00
10	6-inch Hydrant Assembly	1	EA.	\$7,615.60	\$7,615.60
11	Connection to Existing Main	10	EA.	\$2,040.00	\$20,400.00
12	Abandon Valve Box	9	EA.	\$1,350.00	\$12,150.00
13	Abandon Hydrant and Watch Valve Box	1	EA.	\$2,500.00	\$2,500.00
14	Abandon Water Main at Connection (Cut and Cap)	2	EA.	\$4,300.00	\$8,600.00
15	3/4-inch Service Connections	6	EA.	\$1,269.00	\$7,614.00
16	3/4-inch PE Service Tubing (Short)	20	L.F.	\$88.00	\$1,760.00
17	3/4-inch PE Service Tubing (Long)	210	L.F.	\$85.00	\$17,850.00
18	2-inch Service Connection	3	EA.	\$3,133.00	\$9,399.00
19	2-inch PE Service Tubing	65	L.F.	\$115.00	\$7,475.00
20	Granular Backfill	600	CY.	\$91.30	\$54,780.00
21	Pavement Replacement, Type C (Asphalt)	420	S.Y.	\$89.43	\$37,560.60
22	Sidewalk Replacement (Concrete)	20	S.Y.	\$130.00	\$2,600.00
23	Grading and Seeding	180	S.Y.	\$6.70	\$1,206.00
24	Pre-Construction Videotaping	1	L.S.	\$4,600.00	\$4,600.00

TOTAL BID ITEMS (1 THROUGH 24)

\$431,002.37

**AMENDMENT NO. 1
TO
AGREEMENT BETWEEN
CITY OF BELPRE
AND
BURGESS & NIPLE, INC.
FOR
ENGINEERING SERVICES**

WITNESSETH: That there is an existing AGREEMENT for engineering services dated November 4, 2020 between the City of Belpre, hereinafter designated as the "City", and Burgess & Niple, Inc., hereinafter designated as "B&N", for professional services in connection with the preparation of construction contract documents for water system improvements along Farson Street and Washington Boulevard.

WHEREAS, B&N prepared plans and technical specifications and Contract Documents for the water system improvements; and

WHEREAS, the City did not receive any bids resulting from its initial attempt to advertise the Contract for bids; and

WHEREAS, City requires the professional services of B&N to rebid the Contract; and

WHEREAS, pending receipt of an acceptable bid resulting from the rebid, the City desires to proceed with the construction phase of the Project.

NOW, THEREFORE, in consideration of these premises and mutual covenants hereinafter set forth, it is agreed as follows:

Pursuant to **SECTION III – BIDDING ASSISTANCE** of the AGREEMENT:

- Add paragraph A.5 immediately after paragraph A.4 as follows:
 - "5. B&N agrees to provide bidding services needed to rebid the project. These services shall include tasks as itemized in paragraphs 1 through 3 above, in addition to attending the bid opening."

Pursuant to **SECTION IV -SERVICES DURING CONSTRUCTION** of the AGREEMENT:

- Within paragraph A, delete the sentence "The duration of the Contract Time for final completion will be established by an amendment to this Agreement." and replace with the following:
 - "The duration of the Contract Time for final completion and readiness for final payment shall not exceed 120 calendar days."

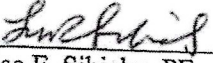
Pursuant to **SECTION X – PAYMENT FOR PROFESSIONAL SERVICES** of the AGREEMENT:

- Delete paragraph A.2 and insert the following:
 - “2. Payment for professional services rendered under **SECTION III – BIDDING ASSISTANCE** shall be made to B&N as a lump sum of \$13,800. Amendment No. 1 increases the lump sum fee by an amount of \$5,700.”
- Add the following paragraphs immediately after paragraph A.3:
 - “a. Payment for professional services rendered under **SECTION IV – SERVICES DURING CONSTRUCTION** shall be made to B&N as a lump sum of \$19,400, which is contingent upon receiving authorization to proceed with these services by April 1, 2022. It is understood that the fee for these services is based upon a maximum Contract completion time (e.g. ready for final payment) of 120 calendar days.
 - b. Payment for professional services rendered under **SECTION V - RESIDENT PROJECT REPRESENTATIVE** shall be made to the E/A at the hourly rates of the personnel providing services on the project plus reimbursable expenses. The not-to-exceed fee for these services is \$38,600, which is based upon providing a resident project representative for a maximum of 40 eight (8) hour days, or a maximum cumulative total 320 hours, at the site and is contingent upon receiving authorization to proceed with these services by April 1, 2022.”

IN WITNESS, WHEREOF, the parties hereto accept the terms of this Amendment No. 1 and indicate same by affixing their hands and seals this 14th day of March, 2022.

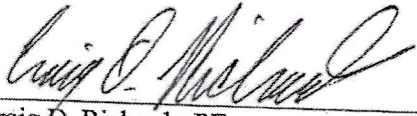
BURGESS & NIPLE, INC.

CITY OF BELPRE



Lise E. Sibicky, PE
Project Manager

Connie J. Hoblitzell
Safety-Service Director



Craig D. Richards, PE
Vice President

CDR/LES:jkm
02/16/2022