

CITY OF OBERLIN, OHIO

ORDINANCE No. 16-09 AC CMS

AN ORDINANCE ACCEPTING THE BID OF DON MOULD'S PLANTATION, INC. OF NORTH RIDGEVILLE, OHIO, FOR THE OBERLIN GASHOLDER PHASE IIA – SITE DEVELOPMENT PROJECT AND DECLARING AN EMERGENCY

BE IT ORDAINED by the Council of the City of Oberlin, County of Lorain, State of Ohio, five-sevenths (5/7ths) of all members elected thereto concurring:

SECTION 1. That the bid of Don Mould's Plantation, Inc. of North Ridgeville, Ohio for the Oberlin Gasholder Phase IIA – Site Development Project in the City of Oberlin, being the lowest and best bid received, is hereby accepted, and the City Manager is hereby authorized and directed to enter into a contract accordingly, said bid being in the amount of \$242,126.00.

SECTION 2. It is hereby found and determined that all formal actions of this Council concerning or relating to the adoption of this ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

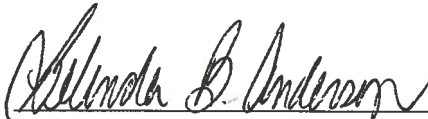
SECTION 3. That this ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the citizens of the City of Oberlin, Ohio or to provide for the usual daily operation of a municipal department, to wit: to accept a bid within the time limitations provided by law" and shall take effect immediately upon passage.

PASSED: 1st Reading: May 2, 2016 (E)

2nd Reading: _____

3rd Reading: _____

ATTEST:



BELINDA B. ANDERSON, MMC
CLERK OF COUNCIL



RONNIE J. RIMBERT
PRESIDENT OF COUNCIL

POSTED: 05/03/2016

EFFECTIVE DATE: 05/02/2016

NOTICE OF AWARD

To: Don Mould's Plantation, Inc.

9449 Island Rd.

North Ridgeville, OH 44039

The City of Oberlin, Ohio, having considered the Bid submitted by you for Gasholder Building Renovation Phase 2A – Site Development in response to the Advertisement for Bids dated April 1, 2016 and in the amount of Two Hundred and Forty-Two Thousand One Hundred and Twenty-Six and 00/100 Dollars (\$242,126.00) does hereby notify you that your Bid has been accepted by City Ordinance No. 16-09 AC CMS.

The following variations from the Specifications and Bid Instructions have been allowed:

N/A

All bids remain available for acceptance for the period of time stated in the Instructions to Bidders.

You are required to execute the Agreement within ten (10) calendar days from the date of this Notice to you. If you fail to execute said Agreement within ten (10) calendar of the date of this Notice, the City of Oberlin will be entitled to consider all your rights arising out of the City's acceptance of your Bid as abandoned and as a forfeiture of your Bid Bond. The City of Oberlin will also be entitled to such other rights as may be granted by law.

City of Oberlin, Ohio

By: 

Title: Interim City Manager

Date: 5/23/16

Acceptance of Notice of Award

Receipt of the above Notice of Award is hereby acknowledged by

Don Mould's Plantation, Inc. this 20 day of MAY, 2016.

By: 

Title:

ORIGINAL AIA® Document A101™ - 2007

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the **18th** day of «May» in the year «2016»
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

«City of Oberlin »« »
«85 South Main St. »
«Oberlin, OH »
« 44074 »

and the Contractor:
(Name, legal status, address and other information)

«Don Mould's Plantation, Inc. »« »
« 9449 Island Rd. »
«North Ridgeville, OH »
«44039 »

for the following Project:
(Name, location and detailed description)

«Oberlin Gasholder Building Renovation-Phase IIA - Site Development»
« »
« »

The Architect:
(Name, legal status, address and other information)

«Moody Nolan, Inc. »« »
«4415 Euclid Ave., Suite 100 »
«Cleveland, OH »
« 44103 »

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

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TABLE OF ARTICLES

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- 8 MISCELLANEOUS PROVISIONS
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ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

«The date of Commencement shall be the date of this Agreement plus (7) seven calendar days.»

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

«Not Applicable »

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than **«(60) » (« sixty »)** days from the date of commencement, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

« »

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Portion of Work

Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.

(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

« »

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be « Two Hundred and Forty Two Thousand One Hundred and Twenty-Six and 00/100 Dollars » (\$ \$242,126.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

« »

§ 4.3 Unit prices, if any:

(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit (\$0.00)
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§ 4.4 Allowances included in the Contract Sum, if any:

(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
------	-------

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

« »

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the ~~last~~ «last» day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the ~~last~~ «last» day of the ~~following~~ «following» month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than «forty-five» («45») days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported

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by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of « 8% of the first 50% of the work completed » percent (« » %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of « 8% of the first 50% of the work completed » percent (« » %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201-2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

« »

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

« »

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ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

« »
« »
« »
« »

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201-2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

Arbitration pursuant to Section 15.4 of AIA Document A201-2007

Litigation in a court of competent jurisdiction

Other *(Specify)*

« »

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

« » % « »

§ 8.3 The Owner's representative:

(Name, address and other information)

« City of Oberlin »

« Jeff Baumann, Public Works Director »

« 85 South Main St. »

« Oberlin, OH 44074 »

« (440) 775-7204 »

« »

§ 8.4 The Contractor's representative:

(Name, address and other information)

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« Don Mould's Plantation, Inc. »
« Donald R. Mould, Vice-President »
« 9449 Island Rd. »
« North Ridgeville, OH 44039 »
« (440) 327-0037 »
« »

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

« »

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
<u>-All Division 00 Bidding Requirements and Contract Conditions</u>			

§ 9.1.4 The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

« Division 01-General Requirements, Division 26 - Electrical; Division 32 Exterior Improvements; Division 33 - Utilities »

Section	Title	Date	Pages

§ 9.1.5 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

« AS1; A1-01; A3-01; A5-01; A5-02; A6-01; A9-01; C1.1; C2.1; C3.1; C3.2; C3.3; E0.01; E1-01; E2-01; E3-01; G0-00; G0-01; L1; M1-1; M2-1; S0-01; S1-01; S3-01; S3-02; S3-03; S4-01; SD1; SD2; SD3; SD4 »

Number	Title	Date

§ 9.1.6 The Addenda, if any:

Number	Date	Pages

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

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User Notes:

(1936352343)

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.1 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

« »

.2 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

« All Division 00 – Bidding Requirements and Contract Conditions are incorporated herein and made part of this Agreement. »

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201-2007.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)

Type of insurance or bond

Limit of liability or bond amount (\$0.00)

Comprehensive General Liability Insurance

\$1,000,000.00

This Agreement entered into as of the day and year first written above.



OWNER (Signature)



CONTRACTOR (Signature)

«City of Oberlin»
Salvatore Talarico, Interim City Manager »


(Printed name and title)

« » « DONALD R MOULD »

(Printed name and title)

I, Salvatore Talarico, Finance Director certify that the funding in the amount of \$242,126.00, necessary to meet the cost of the attached Agreement between the City of Oberlin and Don Mould's Plantation, Inc. has been lawfully appropriated for this Agreement.

and that funds are on deposit or in the process of collection to the credit of the appropriate fund and free from any previous encumbrances.

 5/23/16
I, Salvatore Talarico, Finance Director Date

Approved as to form:  5/25/14
Jon D. Clark Date
Law Director

NOTICE TO PROCEED

To: Don Mould's Plantation, Inc.

Date: May 18, 2016

Project: Gasholder Building Renovation Phase IIA – Site Development

You are hereby to commence WORK in accordance with the Agreement dated May 18, 2016, on or before May 25, 2016 and you are to complete the WORK within sixty (60) consecutive calendar days thereafter.

The date of completion of all WORK is, therefore, ~~July 18, 2016~~ Aug 1, 2016 DRM MAY 20, 2016

Owner:

City of Oberlin, Ohio

By:


I. Salvatore Talarico, Interim City Manager

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by Don Mould's Plantation, Inc.

this _____ day of _____ 2016.

By: 

Title: _____

NOTICE OF COMMENCEMENT OF A PUBLIC IMPROVEMENT
(ORC Section 1311.252)

State of Ohio)
) ss:
County of Lorain)

I. Salvatore Talarico, (the Affiant), being first duly sworn, says that:

1. Affiant is the Interim City Manager of the City of Oberlin, 85 South Main Street, Oberlin, Ohio 44074 (the Public Authority).
2. The Public Authority will be commencing a public improvement identified as follows:

Project No.: 2016-10

Project Name: Gasholder Building Renovation Phase IIA - Site Development

Project Location: 273 S. Main St., Oberlin, OH

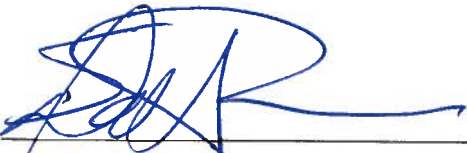
3. The Public Authority first executed a contract with the principal contractor on May 18, 2016 , as authorized by Ordinance No. 16-09 AC CMS.
4. The following lists the name, address and trade of each of the principal contractors working on this public improvement:

<u>Contractors Name</u>	<u>Address</u>	<u>Trade</u>
Don Mould's Plantation, Inc.	9449 Island Rd. North Ridgeville, OH 44039	General

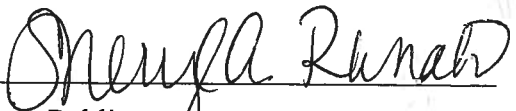
5. The following lists the names and addresses of the sureties for all of those principal contractors:

<u>Contractor</u>	<u>Name of Surety</u>	<u>Address of Surety</u>
Don Mould's Plantation, Inc.	Nationwide Mutual Insurance Company	

6. For the purpose of serving an affidavit pursuant to Revised Code Section 1311.26, service may be made upon the following representative of the Public Authority: I. Salvatore Talarico, Interim City Manager, at Oberlin City Hall, 85 South Main Street, Oberlin, Ohio 44074.

By: 
 I. Salvatore Talarico, Interim City Manager

SWORN TO before me and subscribed in my presence this 23rd day of May 2016.


 Notary Public
 Sheryl A. Runals
 Notary Public, State of Ohio
 My Commission Expires 5/1/2021

[SEAL]