

**ORDINANCE NO. 23-2017**

**AN ORDINANCE AUTHORIZING THE VILLAGE ADMINISTRATOR AND FISCAL OFFICER TO ENTER INTO A CONTRACT FOR IMPROVEMENTS FOR THE LOUDONVILLE TOWN HALL ADA ENTRY AND RESTROOM IMPROVEMENTS PROJECT IN THE VILLAGE OF LOUDONVILLE AND DECLARING AN EMERGENCY.**

**WHEREAS**, the Council of the Village of Loudonville desires to enter into an agreement for the Loudonville Town Hall ADA Entry and Restroom Improvements Project in the Village of Loudonville; and

**WHEREAS**, the Village of Loudonville has advertised for and accepted bids for said improvements as required by law; and

**WHEREAS**, Adena Corporation has submitted a bid to carry out the required improvements and the Council of the Village of Loudonville wishes to accept that bid believing that it is the lowest and best bid submitted;

**NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF LOUDONVILLE, STATE OF OHIO:**

**SECTION 1:** That the Village Administrator and the Fiscal Officer of the Village of Loudonville are hereby authorized and directed to enter into a contract with Adena Corporation for the Loudonville Town Hall ADA Entry and Restroom Improvements Project pursuant to the terms set forth on the attached Exhibit A and the bid specifications of the Loudonville Town Hall ADA Entry and Restroom Improvements Project. Said contract shall be as set forth in the attached Exhibit A.

**SECTION 2:** The Council does hereby waive any bidding inconsistencies of Adena Corporation's bid submission and rejects all other bidders.

**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 in the Village of Loudonville, for the reason that it is immediately necessary to make said improvements to the Village Hall for public safety, public accessibility, and preservation of the property. This Ordinance shall therefore take effect and be in force immediately upon its passage and approval by the Mayor of the Village of Loudonville.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Stephen Stricklen, Mayor

Attest:

\_\_\_\_\_  
Elaine Van Horn, Fiscal Officer

\_\_\_\_\_  
Thomas R. Gilman, Village Solicitor



**AIA**<sup>®</sup>

**Document A101™ – 2007** JUN 08 2017

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ADENA CORPORATION

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

**AGREEMENT** made as of the **sixth** day of **June** in the year **Two Thousand Seventeen**  
*(In words, indicate day, month and year.)*

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

**Village of Loudonville**  
**156 North Water Street**  
**Loudonville, Ohio 44842**  
**Telephone: 419-994-3214**  
**Fax: 419-994-3213**

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

**Adena Corporation**  
**1310 West Fourth Street**  
**Mansfield, Ohio 44906**  
**Telephone: 419-529-4456**  
**Fax: 419-529-2488**

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

**Town Hall ADA Entry and Restroom Improvements**  
**156 N. Water Street**  
**Loudonville, Ohio 44842**  
**PN: 2480-069**

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

**Poggemeyer Design Group, Inc.**  
**1168 North Main Street**  
**Bowling Green, Ohio 43402**  
**Telephone: 419-352-7537**  
**Fax: 419-353-0187**

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. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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.

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## TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS
- 10 INSURANCE AND BONDS

### 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.

July 1, 2017

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:

N/A

§ 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 **one hundred twenty-eight ( 128 )** days from the date of commencement.

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#### 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 Twenty-Four Thousand Two Hundred Forty-Three Dollars (\$ 224,243.00 )**, subject to additions and deductions as provided in the Contract Documents.

*(Table deleted)*

*(Paragraphs deleted)*

*(Table deleted)*

*(Paragraphs deleted)*

#### 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.

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the **15th** day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the **15th** day of the **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 **sixty ( 60 )** 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 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.

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§ 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 eight percent ( 8 %). 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 eight percent ( 8 %);
- .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.

*(Paragraphs deleted)*

§ 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.

## 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.

**§ 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:

- 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.)*

**1.5 % one and a half**

**§ 8.3** The Owner’s representative:

**Mr. Curt Young**  
**Village Administrator**  
**Village of Loudonville**  
**156 N. Water Street**  
**Loudonville, Ohio 44842**  
**Telephone: 419-994-3214/Fax: 419-994-3213**  
**E-mail: c.young@loudonville-oh.us**

**§ 8.4** The Contractor’s representative:  
*(Name, address and other information)*

**Mr. Heath Gwartz**  
**Adena Corporation**  
**1310 W. 4<sup>th</sup> Street**  
**Mansfield, Ohio 44906**  
**Telephone: 419-529-4456/Fax: 419-529-2488**  
**E-mail: hgwartz@adenacorporation.com**

§ 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:

N/A

**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
00 8011	Supplementary General Conditions	04/26/2017	10

§ 9.1.4 The Specifications: Dated: April 26, 2017

**DIVISION 01 – GENERAL REQUIREMENTS**

01 1000	Summary of Work-Single Contract.....	6
01 1020	Alteration Project Procedures .....	4
01 1045	Cutting and Patching .....	4
01 2300	Alternates .....	2
01 2800	Change Order Procedures.....	4
01 2900	Application for Payment.....	2
01 3100	Coordination and Meetings.....	6
01 3233	Photographic Documentation.....	4
01 3300A	Submittal Procedures .....	8
01 3300B	Shop Drawing Submittal Form .....	2
01 4000	Quality Control .....	4
01 4010	Testing Laboratory Services .....	4
01 5000	Construction Facilities and Temporary Controls .....	6
01 7700	Contract Closeout.....	4

**DIVISION 02 – EXISTING CONDITIONS**

02 4119	Selective Structure Demolition.....	6
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**DIVISION 03 – CONCRETE**

03 3000	Cast-in-Place Concrete.....	6
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**DIVISION 05 – METALS**

05 1200	Structural Steel Framing.....	6
05 5119	Metal Grating Stairs.....	4
05 5213	Pipe and Tube Railings.....	6
05 5313	Bar Gratings.....	4

**DIVISION 06 – WOOD, PLASTICS, AND COMPOSITES**

06 1000	Rough Carpentry.....	4
06 2023	Interior Finish Carpentry .....	4

06 4023	Interior Architectural Woodwork.....	6
06 4600	Wood Trim .....	4

**DIVISION 08 – OPENINGS**

08 1433	Stile and Rail Wood Doors.....	4
08 3113	Access Doors and Frames.....	2
08 7100	Door Hardware .....	6
08 8300	Mirrors .....	4

**DIVISION 09 – FINISHES**

09 2300	Gypsum Plastering .....	6
09 2900	Gypsum Board.....	6
09 6513	Resilient Base and Accessories.....	4
09 6516	Resilient Sheet Flooring .....	4
09 6816	Sheet Carpeting.....	4
09 9113	Exterior Painting.....	6
09 9123	Interior Painting .....	4
09 9600	High-Performance Coatings .....	4

**DIVISION 10 - SPECIALTIES**

10 2113.16	Plastic-Laminate-Clad Toilet Compartments.....	4
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**DIVISION 12 – FURNISHINGS**

12 3661.16	Solid Surfacing Countertops.....	2
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*(Table deleted)*

**§ 9.1.5** The Drawings:

Number	Title	Date
S-1	STRUCTURAL FRAMING PLANS	04/26/2017
S-2	STRUCTURAL DETAILS & NOTES	04/26/2017
S-3	STRUCTURAL DETAILS	04/26/2017
A-1	FIRST FLOOR PLANS	04/26/2017
A-2	SECOND FLOOR PLANS	04/26/2017
A-3	ENLARGED SECOND FLOOR PLANS, INTERIOR	04/26/2017
A-4	ELEVATIONS, DETAILS	04/26/2017
A-5	DOOR AND ROOM FINISH SCHEDULES	04/26/2017
P-1	EXTERIOR ELEVATIONS	04/26/2017
P-2	PLUMBING NOTES & SCHEDULES	04/26/2017
M-1	PARTIAL PLUMBING PLAN & ISOMETRIC	04/26/2017
E-1	PARTIAL ELECTRICAL PLAN	04/26/2017

**§ 9.1.6** The Addenda, if any:

Number	Date	Pages
1	05/25/2017	2, plus attachments

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.

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*(Paragraphs deleted)*

**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)
Bid Guaranty and Contract Bond	\$224,243, penal sum of the dollar amount of the bid with alternates

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

\_\_\_\_\_  
OWNER (Signature)

\_\_\_\_\_  
CONTRACTOR (Signature)

\_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
(Printed name and title)



Josh Darling

Init.