RESOLUTION 2019 - 116

A RESOLUTION APPROVING A CONTRACT WITH PERKINS CARMACK CONSTRUCTION, LLC FOR CONSTRUCTION OF THE SYCAMORE TOWNSHIP EOUIPMENT STORAGE FACILITY AND DISPENSING WITH THE SECOND READING

WHEREAS, the Board of Township Trustees has determined to construct a new storage facility for the housing of township equipment (the "Storage Facility Project"); and

WHEREAS, the Township has solicited bids for the Storage Facility Project in accordance with Ohio law; and

WHEREAS, Perkins Carmack Construction, LLC submitted the lowest and best bid for the Storage Facility Project in the amount of \$4,269,000.00 in accordance with the plans and specifications prepared by the Township for the Storage Facility Project;

NOW THEREFORE, BE IT RESOLVED by the Board of Township Trustees of Sycamore Township, State of Ohio:

SECTION 1.

The bid submitted for the Storage Facility Project by Perkins Carmack Construction, LLC in the amount of \$4,269,000.00 is hereby accepted and approved and the Township Administrator is hereby authorized and directed to contract with Perkins Carmack Construction, LLC for the construction of the Storage Facility Project.

SECTION 2.

The attached contract with Perkins Carmack Construction, LLC is hereby approved.

SECTION 3.

Subject to additions and deletions contained therein, the contract price with Perkins Carmack Construction, LLC shall not exceed \$4,269,000.00.

SECTION 4.

The Township Trustees of Sycamore Township, upon at least a majority vote, do hereby dispense with any requirement that this resolution be read on two separate days, and hereby authorize the adoption of this resolution upon its first reading.

SECTION 5.

This Resolution shall take effect on the earliest date allowed by law.

VOTE RECORD:

Mr. Connor Aye Mr. Weidman Aye Mr. Weidman

PASSED at a meeting of the Board of Township Trustees this 6th day of November, 2019.

Thomas J. Weidman, Chairman

Dennis W. Connor, Vice Chairman

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Sycamore Township Fiscal Officer, this 6^{th} day of November, 2019.

Robert C. Porter, III

Sycamore Township Fiscal Officer

APPROVED AS TO FORM:

R. Douglas Miller, Law Director

Localgovernment/Sycamore/Resolutions/2019/StorageFacilityContract



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

AGREEMENT made as of the date of this contract.

BETWEEN the Owner:

Sycamore Township Board of Trustees 8540 Kenwood Road Cincinnati, OH 45236 Telephone Number: 513-791-8447

and the Contractor:

Perkins Carmack Construction, LLC 6005 Meijer Drive Milford, OH 45150 Telephone 513-248-4800

for the following Project:

Sycamore Township Equipment Storage Facility BCI Project No. 17120 New Maintenance Facility to house equipment and storage

The Architect:

Brandstetter Carroll Inc. 2360 Chauvin Drive Lexington, KY 40517 Telephone Number: 859-268-1933

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.

The parties should complete A101™–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201™–2017, 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.

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

EXHIBIT A 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:

[**X**] November 11, 2019

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

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

[X] September 6, 2020

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Specification Section 008001 Supplementary Conditions to AIA Document A201, 2017 Edition.

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 Four Million, Two Hundred Sixty Nine Thousand Dollars (\$ 4,269,000), subject to additions and deductions as provided in the Contract Documents.

Init.

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§ 4.3 Allowances, if any, included in the Contract Sum:

ItemPriceContingency Allowance\$300,000.00Storm Sewer Water Quality\$ 20,000.00Fire Pump Allowance\$ 70,000.00

§ 4.4 Unit prices, if any:

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

n Units and Limitations

Price per Unit (\$0.00)

See Attached List of Unit Prices

§ 4.5 Liquidated damages, if any:

Specifications Section 008001 Supplementary Conditions to AIA Document A201, 2017 Edition.

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 last day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the last day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.
- § 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 of values 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 In accordance with AIA Document A201TM–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
- § 5.1.6.1 The amount of each progress payment shall first include:
 - .1 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 ten percent (10%). Pending final determination of cost to the Owner of changes to the Work, amounts not in dispute shall be included as

- provided in Section 7.1 of AIA Document A201 2017, 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; and
- 3 Subtract amounts, it any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2017.
- § 5.1.6.2 The progress payment 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 payment in 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 Document A201-2017 requires release of applicable retainage upon Substantial completion of Work with consent of surety, if any;
- Add, if final completion of the Work is thereafter materially delayed though no fault of the Contract, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-2017.

§ 5.1.7 Retainage

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

See Specification Section 008001 Supplementary Conditions, Article 9, Payments and Completion.

§ 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 Article 12 of AIA Document A201–2017, 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 the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

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 A201–2017.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.1.1 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.

§ 8.2 The Owner's representative:

Tracy Kellums Sycamore Township Board of Trustees 8540 Kenwood Road Sycamore Township, 45236

§ 8.3 The Contractor's representative: Terry Perkins Perkins/Carmack Construction, LLC 6005 Meijer Drive Milford, Ohio 45150 513-248-4800

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

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101TM–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101[™]–2017 and in Specifications Section 008001 Supplementary Conditions and elsewhere in the Contract Documents.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101TM–2017, Standard Form of Agreement Between Owner and Contractor
- .5 Drawings

Number

See attached Index of Drawings

.6 Specifications

Section

See attached Table of Contents

.7

Addenda

Addendum 1 – September 27, 2019

Addendum 2 - October 4, 2019

.9 Other documents, if any, listed below:

List of Unit Prices.

This Agreement entered into as of the day and year first w	vritten above.
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OWNER (Signature)	CONTRACTOR (Signature)
Greg Bickford, Township Administrator (Printed name and title)	Terry Perkins, President (Printed name and title)

User Notes:

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DOCUMENT 004322 - LIST OF UNIT PRICES

(TO BE SUBMITTED WITH BID)

The following is the list of Unit Prices referenced in the bid submitted by:

(Project) Sycamore Township Equipment Storage Facility

(Owner) Sycamore Township Board of Trustees

(Bidder) Perking January Construction Lie

The following are Unit Prices for specific portions of the Work as listed, and are applicable to authorized variations from the Contract Documents.

ITEM DESCRIPTION	UNIT QUANTITY	, UNIT PRICE
6" Concrete slab on grade	s.f.	\$ 6
Earthwork – excavated & removed from site	c.y.	1985
Earthwork - imported to site & compacted in place	c.y.	723
Earthwork - excavated & placed on site	c.y.	9
Mass Rock excavation	c.y.	17
Trench Rock excavation	c.y.	68
12" Diameter ADS N-12 Piping, Installed	1.f.	37
15" Diameter ADS N-12 Piping, Installed	l.f.	46
18" Diameter ADS N-12 Piping, Installed	l.f.	55
24" Diameter ADS N-12 Piping, Installed	l.f.	67
30" Diameter ADS N-12 Piping, Installed	l.f.	105
Medium Duty Asphalt Paving	s.y.	35
Heavy Duty Asphalt Paving	s.y.	947
Heavy Duty Concrete Paving with DGA	s.y.	56 156
Concrete Drive / Apron	s.f.	<i>'8</i>
Concrete Sidewalk	s.f.	⁴ 6
Concrete Curb & 12" Gutter	1.f. 7	2.7
Concrete Header Curb	l.f. ◆	27
8" CMU Wall with Reinforcing	s.f. 9	5

SYCAMORE TOWNSHIP EQUIPMENT STORAGE FACILITY

6" CMU Wall with Reinforcing	s.f.	14
4" CMU Wall	s.f.	114
Proximity Reader Device	Each	4700
Rubber Base	l.f.	*3
Hollow Metal Door & Frame	Each	91,500
Aluminum Storefront Window	Each	*1,800
Paint (Primer & Finish Coats)	s.f.	1.15
Brick Veneer	s.f.	18
Chain Link Fence	l.f.	28
Occupancy Sensor	Each	330
Single Pole Light Switch		740
Single Pole Low Voltage Light Switch	Each	330
3-Way Light Switch	Each	270
Fire Alarm horn/strobe unit with back-box, conduit and wiring (25')	Each	550
Fire Alarm pull station, back-box, conduit and wiring (25°)	Each	440
Smoke detector, back-box, conduit and wiring (25')	Each	660
Metal Single Gang Box	Each	58
Metal Two Gang Box	Each	84
Duplex Receptacle with conduit & wiring	Each	660
Quadplex Receptacle with conduit & wiring	Each	770
GFCI Receptacle with conduit and wiring	Each	770
Weatherproof GFCI Receptacle with conduit and wiring	Each	795
Empty Data/Voice box with conduit and pull string	Each	110
LED High-Bay light fixture	Each	660
Exit Sign	Each	330
Motor Connection	Each	275
30A Single-Phase Disconnect, Installed	Each	550
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I" EMT Conduit, Installed	1.f.	9
1 ½" EMT Conduit, Installed	l.f.	/3
2" EMT Conduit, Installed	l.f.	1575
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1½" PVC Conduit, Buried	1.f.	9
2" PVC Conduit, Buried	l.f.	
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(3) #10 Type THWN Conductor	l.f.	/0 .
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Emergency Light Fixture	Each	550
Voice Outlet Back Box with Conduit and pull string to above Ceiling	Each	137
Data Outlet Back Box with Conduit and pull string to above Ceiling	Each	137
Wireless Access Back Box with Conduit and Pull String to IT Rack	Each	110
Condensate Line and Insulation	l.f.	# 10
Hose Bibb, Installed	Each	92
Non-Freeze Wall Hydrant, Installed	Each	520
½" Domestic Water Piping (Copper, including wrought copper or cast brass fittings)	l.f.	7
3/4" Domestic Water Piping (Copper, including		9
wrought copper or cast brass fittings) 1" Domestic Water Piping (Copper, including wrought	1.f.	
copper or cast brass fittings)	l.f.	
1 ½" Domestic Water Piping (Copper, including wrought copper or cast brass fittings)	l.f.	15
2" Domestic Water Piping (Copper, including wrought	1 \$	17
copper or cast brass fittings)	l.f.	F 50
1 ½" Sanitary Sewer Piping (PVC)	l.f.	640
3" Sanitary Sewer Piping (PVC)	l.f. l.f.	795
4" Sanitary Sewer Piping (PVC)	1.1.	· · · · · · · · · · · · · · · · · · ·

6" Sanitary Sewer Piping (PVC)

l.f. /2

END OF LIST OF UNIT PRICES Lf.