

RECORD OF RESOLUTIONS

Dayton Legal Blank Co., Form No. 30045

Resolution No. 91-24

Passed

19

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR AND CLERK TO ENTER INTO CONTRACT WITH C.M. HARRIS CONTRACTOR FOR THE BASE REPAIR, RESURFACING, AND DRAINAGE INSTALLATION OF EAST STREET WITHIN THE VILLAGE OF BUCKEYE LAKE, OHIO AND DECLARING AN EMERGENCY.

WHEREAS, Village Council desires to have base repair, resurfacing and drainage installation on East Street within the Village of Buckeye Lake, Ohio; and,

WHEREAS, the Clerk has advertised for bids pursuant to Statute.

NOW, THEREFORE, BE RESOLVED BY THE COUNCIL OF THE VILLAGE OF BUCKEYE LAKE, COUNTY OF LICKING AND STATE OF OHIO, that:

Section 1: The Mayor and clerk are hereby authorized to enter into contract with C.M. Harris Contractor in an amount not to exceed 47,910.45 for the base repair, resurfacing and drainage innstallation on East Street within the Village of Buckeye Lake, Ohio.

Section 2: Council hereby accepts and declares C.M. Harris Contractor's bid in the amount of 47,910.45 to be the lowest and best bid and, hereby awards that contract to C.M. Harris Contractor.


Section 3: An emergency is hereby declared to exist in that base repair, resurfacing and drainage installation of East Street will contribute to the safety of citizens travelling upon them and, the time for the base repair, resurfacing and drainage installation of said street is limited to fair weather months.

Section 4: This Resolution shall go into full force and effect from and after the earliest period allowed by law.

Adopted this 26 day of August 1991.

ATTEST:


CLERK/TREASURER


MAYOR

FORM APPROVED:

DIRECTOR OF LAW

CONTRACT

THIS AGREEMENT is made and entered into this _____ day of _____, 1991, by and between the Village of Buckeye Lake, Ohio, hereinafter "Village", and C.M. Harris Contractor, hereinafter "Company".

The purpose of this Agreement is to provide for the base repair, resurfacing and drainage installation on East Street within the Village.


For the mutual covenants hereinafter provided, the parties agree as follows:

1. Company agrees to base repair, resurfacing and drainage installation on East Street according to the specifications on file in the Village clerk's office:
2. Company agrees to perform all work in a workmanlike manner.
3. Company agrees to notify the Village twenty-four (24) hours prior to commencement of the project so traffic can be rerouted and parked vehicles moved.
4. Company agrees to provide worker's compensation insurance for all employees participating in this project.
5. Village agrees to compensate Company in the amount of \$7,168.45 within thirty (30) days of completion of this project, balance of \$ 40,742.00 due shall be paid by The Ohio Public Works Commission.
6. Village agrees to cooperate fully with Company in paragraph three (3) above.

7. Each party understands that additional monies in excess of this contract shall be provided only after the receipt of a duly executed purchase order.

IN WITNESS WHEREOF, the parties hereto have set their hands this _____ day of August, 1991.

VILLAGE OF BUCKEYE LAKE, OHIO


MAYOR


CLERK/TREASURER


C.M. HARRIS CONTRACTOR

NOTICE TO PROCEED

To: C. M. Contractor Date: 8/26/91
P.O. Box 1133
Buckeye Lake, Ohio
43008

Project Description:
Base repair, re-surfacing and drainage installation
on East St. Buckeye Lake Ohio

You are hereby notified to commence work in accordance with the Contract dated 8/26, 1991, and you are to complete the work within 45 consecutive calendar days thereafter. The date of completion of all work is therefore 10/9/91, 1991.

You are require to return an acknowledged copy of this Notice to Proceed to the Owner.

Dated: 8/26/91, 1991.

By: Petronette Yarnon

Acceptance of Notice

Receipt of the above Notice to Proceed is hereby acknowledged by Clint M. Harris this 26 day of Aug., 1991.

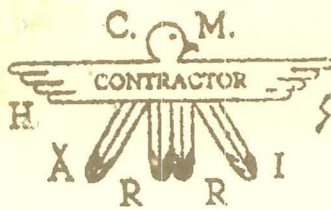
By: Clint Harris

DEPARTMENT OF FINANCE CERTIFICATE

It is hereby certified that the amount of \$ 7168.45
required to meet the Contract, Agreement, Obligation, Payment or
Expenditure, for the above has been lawfully appropriated,
authorized or directed for such purpose, is in the Treasury or in
the process of collection to the credit of the Bio-Notes
Lev. Tol Fund and is free from any obligation or certifica-
tion now outstanding.

BY: *Arthur H. Gorman*
Director of Finance

Dated: 8/26/91



P.O. Box 1133
 Buckeye Lake, Ohio
 43008

814-928-2380

BID PROPOSAL

Village of Buckeye Lake
 5192 Walnut Rd. S.E. P.O. Box 27
 Buckeye Lake, Ohio 43008

Project: Resurfacing of East Street, Buckeye Lake Village
 Limits: All
 Length: 0.41 miles, 19' surface width
 Scope: Resurface with a 2" course of asphalt-concrete Tye 404,
 (a 1" leveling course followed by a 1" surface course),
 followed by a single limestone seal, and compacted
 aggregate shoulders. Construct roadside drainage system
 with corrugated plastic tile and concrete catch basins.

<u>Quan.</u>	<u>Unit</u>	<u>Description</u>	<u>Unit \$</u>	<u>Total \$</u>
454	Gallons	Tack Coat (@0.1 g./y ²)	\$.50	\$ 227.00
530	Tons	AC-404 (2" total)	\$31.00	\$16,430.00
1362	Gallons	RS-2 Asphalt (@0.3 g./y ²) (includes 10% leveling allowance)	1.20	\$ 1,634.40
50	Tons	#8 or 9 Limestone (@22#/y ²)	\$30.00	\$ 1,500.00
960	Sq. Yd.	Shoulder Preparation	\$.50	\$ 480.00
80	Cu. Yd.	Compacted Aggregate Shoulder	\$39.66	\$ 3,172.80
1785	Lin. Ft.	12" Corr. Plastic Tubing	\$ 3.35	\$ 5,979.75
4	Each	Precast Catch Basin	\$650.00	\$ 2,600.00
1785	Lin. Ft.	Tile Installation	\$ 8.90	\$15,886.50
Total:				\$ 47,910.45

Clint Harris

Clint Harris, President

ACORD INSURANCE BINDER

ISSUE DATE (MM/DD/YY)
8/19/91

THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON THE REVERSE SIDE OF THIS FORM.

PRODUCER WALLACE INSURANCE 33 W MAIN ST NEWARK OH 43055	COMPANY UNITED OHIO INS CO	BINDER NO. HARCA0-1 GA
CODE	SUB-CODE	EXPIRATION DATE 9/18/91
INSURED 3335	EFFECTIVE DATE 8/19/91	TIME 12:01 X AM
		TIME 12:01 AM NOON

THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY PER EXPIRING POLICY NO:

DESCRIPTION OF OPERATIONS/VEHICLES/PROPERTY (Including Location)
LIABILITY CGL

CLINT M HARRIS, DBA C. M. Harris
BOX 1133
BUCKEYE LAKE OH 43008

COVERAGES		LIMITS	
TYPE OF INSURANCE	COVERAGE/FORMS	AMOUNT	DEDUCTIBLE COINSUR.
PROPERTY CAUSES OF LOSS <input type="checkbox"/> BASIC <input type="checkbox"/> BROAD <input type="checkbox"/> SPEC.			
GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT.		GENERAL AGGREGATE \$300,000 PRODUCTS -- COMP/OP AGG. \$300,000 PERSONAL & ADV. INJURY \$300,000 EACH OCCURRENCE \$300,000 FIRE DAMAGE (Any one fire) \$50,000 MED. EXPENSE (Any one person) \$5,000	
	RETRO DATE FOR CLAIMS MADE:		
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY		COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$ MEDICAL PAYMENTS \$ PERSONAL INJURY PROT. \$ UNINSURED MOTORIST \$	
AUTO PHYSICAL DAMAGE DEDUCTIBLE ALL VEHICLES SCHEDULED VEHICLES		ACTUAL CASH VALUE STATED AMOUNT \$ OTHER	
EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	RETRO DATE FOR CLAIMS MADE:	EACH OCCURRENCE \$ AGGREGATE \$ SELF-INSURED RETENTION \$	
WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY		STATUTORY LIMITS EACH ACCIDENT \$ DISEASE-POLICY LIMIT \$ DISEASE-EACH EMPLOYEE \$	
SPECIAL CONDITIONS/OTHER COVERAGES EXCAVATING CONTRACTOR			

NAME & ADDRESS

MORTGAGEE _____ ADDITIONAL INSURED _____
LOSS PAYEE _____
LOAN # _____

AUTHORIZED REPRESENTATIVE *Robert E. Lawrence*
ROBERT E. LAWRENCE

CONDITIONS

This Company binds the kind(s) of insurance stipulated on the reverse side. The insurance is subject to the terms, conditions and limitations of the policy(ies) in current use by the Company.

This binder may be cancelled by the insured by surrender of this binder or by written notice to the Company stating when cancellation will be effective. This binder may be cancelled by the Company by notice to the insured in accordance with the policy conditions. This binder is cancelled when replaced by a policy. If this binder is not replaced by a policy, the Company is entitled to charge a premium for the binder according to the Rules and Rates in use by the Company.

APPLICABLE IN NEVADA

Any person who refuses to accept a binder which provides coverage of less than \$1,000,000.00 when proof is required: (A) Shall be fined not more than \$500.00, and (B) is liable to the party presenting the binder as proof of insurance for actual damages sustained therefrom.

ACORD INSURANCE BINDER

ISSUE DATE (MM/DD/YY)
8/19/91

THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON THE REVERSE SIDE OF THIS FORM.

PRODUCER WALLACE INSURANCE 33 W MAIN ST NEWARK OH 43055		COMPANY UNITED OHIO INS CO		BINDER NO. HARCA0-1 GA	
		EFFECTIVE DATE 8/19/91		EXPIRATION DATE 9/18/91	
		TIME 12:01 X		TIME 12:01 AM	

THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY PER EXPIRING POLICY NO:

CODE 3335	SUB-CODE	DESCRIPTION OF OPERATIONS/VEHICLES/PROPERTY (Including Location) LIABILITY CGL
INSURED CLINT M HARRIS, DBA C. M. Harris BOX 1133 BUCKEYE LAKE OH 43008		

COVERAGES		LIMITS	
TYPE OF INSURANCE	COVERAGE/FORMS	AMOUNT	DEDUCTIBLE COINSUR.
PROPERTY CAUSES OF LOSS <input type="checkbox"/> BASIC <input type="checkbox"/> BROAD <input type="checkbox"/> SPEC.			
GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT.		GENERAL AGGREGATE \$ 300,000 PRODUCTS -- COMP/OP AGG. \$ 300,000 PERSONAL & ADV. INJURY \$ 300,000 EACH OCCURRENCE \$ 300,000 FIRE DAMAGE (Any one fire) \$ 50,000 MED. EXPENSE (Any one person) \$ 5,000	
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY		COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$ MEDICAL PAYMENTS \$ PERSONAL INJURY PROT. \$ UNINSURED MOTORIST \$	
AUTO PHYSICAL DAMAGE DEDUCTIBLE <input type="checkbox"/> ALL VEHICLES <input type="checkbox"/> SCHEDULED VEHICLES <input type="checkbox"/>		ACTUAL CASH VALUE COLLISION: STATED AMOUNT \$ OTHER THAN COL: OTHER \$	
EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM		EACH OCCURRENCE \$ AGGREGATE \$ SELF-INSURED RETENTION \$	
WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY		STATUTORY LIMITS EACH ACCIDENT \$ DISEASE-POLICY LIMIT \$ DISEASE-EACH EMPLOYEE \$	

SPECIAL CONDITIONS/OTHER COVERAGES
EXCAVATING CONTRACTOR

INSURED'S ADDRESS		MORTGAGEE LOSS PAYEE LOAN #	ADDITIONAL INSURED
		AUTHORIZED REPRESENTATIVE <i>Robert E. Lawrence</i> ROBERT E. LAWRENCE	

CONDITIONS

This Company binds the kind(s) of insurance stipulated on the reverse side. The insurance is subject to the terms, conditions and limitations of the policy(ies) in current use by the Company.

This binder may be cancelled by the insured by surrender of this binder or by written notice to the Company stating when cancellation will be effective. This binder may be cancelled by the Company by notice to the insured in accordance with the policy conditions. This binder is cancelled when replaced by a policy. If this binder is not replaced by a policy, the Company is entitled to charge a premium for the binder according to the Rules and Rates in use by the Company.

APPLICABLE IN NEVADA

Any person who refuses to accept a binder which provides coverage of less than \$1,000,000.00 when proof is required: (A) Shall be fined not more than \$500.00, and (B) is liable to the party presenting the binder as proof of insurance for actual damages sustained therefrom.

ORDINANCE OR RESOLUTION NUMBER: 91-24

INTRODUCED BY: _____

MOTION TO SUSPEND RULES: Leindecker SECOND J. Holmes

	<u>AYES</u>	<u>NAYES</u>
LARRY ESSEX	✓	_____
GRAYCE HOLMES	✓	_____
RICHARD LEINDECKER	✓	_____
JAMIE BRAIG WILSON	✓	_____
ROBERT WILSON	✓	_____
JUDY YOCUM	✓	_____
TOTAL:	<u>6</u>	<u>0</u>

MOTION TO ADOPT J. Holmes SECOND J. Wilson

	<u>AYES</u>	<u>NAYES</u>
LARRY ESSEX	✓	_____
GRAYCE HOLMES	✓	_____
RICHARD LEINDECKER	✓	_____
JAMIE BRAIG WILSON	✓	_____
ROBERT WILSON	✓	_____
JUDY YOCUM	✓	_____
TOTAL:	<u>6</u>	<u>0</u>

DATE POSTING BEGAN 8/27/91

EFFECTIVE DATE 8/26/91

CERTIFICATION

I hereby certify the above to be an accurate account of the action of Council on the above matter.

The undersigned, Clerk/Treasurer of the Village of Buckeye Lake, Ohio, hereby certifies that this Res. 91-24 was posted pursuant to Section 731.23 of the Ohio Revised Code and was posted in at least six (6) designated public places from the 27 day of August, 1991 until the 11 day of September.

Cherette Jarnas
CLERK/TREASURER OF THE VILLAGE
OF BUCKEYE LAKE, OHIO