

Contract



ASHVILLE CENTER ALLEY STORMWATER OUTFALL (RAILROAD) IMPROVEMENT PROJECT

Morrow

Delaware

Knox

Fairfield

Licking

Pickaway

WE ARE SEEKING EMERGENCY PROGRAM
FUNDING

Includes:

- ✂ Agreement
- ✂ Certificate of Available Funds
- ✂ Notice to Proceed
- ✂ Maintenance and Guarantee Bond

TO DISTRICT 17
OHIO PUBLIC WORKS COMMISSION

SUBMITTED BY:

VILLAGE OF ASHVILLE, OHIO (PICKAWAY COUNTY)

DATE SUBMITTED:

JULY 26, 2021

Project Agreement

OWNER-CONTRACTOR AGREEMENT

THIS CONTRACT, made this 26th day of July 2021, by and between Stines Excavating herein after called the "Contractor" and the Village of Ashville, Ohio herein after called "Owner".

WITNESSETH, that the Contractor and the Owner for the consideration stated herein agree as follows:

ARTICLE I – SCOPE OF WORK

The Contractor shall perform everything required to be performed and shall provide and furnish all the labor, materials, necessary tools, expendable equipment, and all utility and transportation services required to perform and complete in a workmanlike manner all the work required for the construction of the Improvements of the Owner included in this Contract, all in strict accordance with the Contract Drawings and Specifications, including any and all Addenda, and in strict compliance with the Contractor's Proposal and the Other Sections of the Contract Documents herein mentioned which are a part of this Contract, and the Contractor shall do everything required by this Contract and the other documents constituting a part hereof.

ARTICLE II – THE CONTRACT PRICE

The Owner shall pay to the Contractor for the performance of this Contract subject to any additions or deductions provided therein, in current funds, the contract price computed as shown in the Proposal.

ARTICLE III – COMPONENT PARTS OF THE CONTRACT

This Contract consists of the following component parts, all of which are as fully a part of this Contract as if herein set out verbatim, or if not attached, as if hereto attached:

- (1) Addendum Nos. (no specific numbers indicated), _____, and _____ .
- (2) General Conditions
- (3) Technical Specifications
- (4) City of Columbus Specifications
- (5) Instruction to Bidders
- (6) Advertisement for Bids
- (7) Proposal
- (8) This Instrument

In the event that any provision in any of the above component parts of this Contract conflicts with any provisions in any other of the component parts, the provision in the component part first enumerated above shall govern over any other provision in the component part which follows it numerically except as may be otherwise specifically stated.

This Contract is intended to conform in all respects to applicable statutes of the State of Ohio, and if any part or provision of this Contract conflicts therewith, the said statute shall govern. The Contractor shall name Owner as an additional insured on all insurance policies for this project.

Starting and Completion

The Contractor agrees to commence work under this contract on a date to be specified in a written order from the Owner, and to fully complete all work included in this Contract to the point of final acceptance by the Owner in accordance with the completion dates established in Section "V" of the General Conditions. The Owner agrees not to issue aforesaid written order prior to the time proposed for starting work as stated by the Contractor in the proposal except by mutual agreement between the Contractor and the Owner. The Owner further agrees to issue such written order not later than thirty (30) days after the Contractor's proposed starting date, provided that the Contractor has furnished to the Owner satisfactory evidence of bond and insurance coverage, and that all other conditions of the contract prerequisite to starting work have been complied with by the Contractor.

IN WITNESS WHEREOF:



For: Village of Ashville, Ohio

Franklin Christman, Village Administrator

Dated:

Witness:






For: Stines Excavating

Luke Stevenson, Vice President

Dated:

Witness:



