

CONTRACT FORM

THIS CONTRACT, made this 17th day of October, 2019, by and between Columbus Asphalt Paving, Inc. herein after called the "Contractor" and the Village of Ashville, Ohio herein after called "Ashville"

WITNESSETH, that the Contractor and Ashville 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 Ashville 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

Ashville 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) State of Ohio Department of Transportation 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 Ashville as an additional insured on all insurance policies for this project.

NOTICE TO PROCEED

TO: Columbus Asphalt Paving, Inc.
1196 Technology Drive
Gahanna, Ohio 43230

Date: October 17, 2019

PROJECT: May & Rail Street Resurfacing Project

You are hereby notified to commence work in accordance with Agreement dated October 17, 2019 2019, within (10) days of receipt of this notice, and you are to complete the work within sixty (60) consecutive calendar days.

You are required to return an acknowledgment copy of this Notice to Proceed to the OWNER.


FOR: Ashville



(Signature) Franklin Christman, Village Administrator

ACCEPTANCE OF NOTICE

Receipt of this notice to Proceed is hereby acknowledged by:

 Columbus Asphalt Paving
(Contractor)

This 17 day of October, 2019

BY:  _____

TITLE: Secretary _____