

RECORD OF ORDINANCES

Ordinance No. 2021-26

Passed SEPTEMBER 13 2021

AN ORDINANCE AUTHORIZING THE VILLAGE ADMINISTRATOR AND FISCAL OFFICER TO ENTER INTO A CONTRACT WITH AMERICOAT ASPHALT & CONCRETE FOR THE REPAVING OF CERTAIN VILLAGE ROADWAYS AND THE DECLARATION OF AN EMERGENCY

WHEREAS, the Village desires to mill and repave certain Village roadways, in particular portions of Maple Street and Johnson Street that have been disrupted by water line improvements; and,

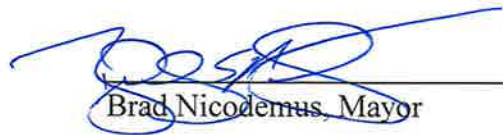
WHEREAS, AmeriCoat Asphalt & Concrete has submitted a proposal for the milling and repaving of the above streets, at a cost not to exceed \$50,000.00; and,

WHEREAS, in order to complete the repaving project within fair weather months and within the time frames available to the contractor, this measure must be passed as an emergency;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF BALTIMORE, FAIRFIELD COUNTY, OHIO, THREE-FOURTH'S (3/4'S) OF ITS MEMBERS CONCURRING:

SECTION 1: That the Village Administrator and Fiscal Officer are authorized to enter into a contract with AmeriCoat Asphalt & Concrete for the milling and repaving of certain Village roadways, namely: Maple Street from N. Basil Street to High Street, and Johnson Street from Park Street to Granville Street, at a cost not to exceed \$50,000.00. A copy of the contract shall be attached hereto and incorporated herein as if fully rewritten.

SECTION 2: For the reasons noted in the preamble, this ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, morals, and welfare of the citizens of Baltimore, Ohio. This ordinance shall become effective upon its passage by Council.



Brad Nicodemus, Mayor

DATE OF PASSAGE: 9-13-2021

EFFECTIVE DATE: 9-13-2021

ATTEST: 

Brian Bibler, Fiscal Officer

SPONSOR: **KELLER**

APPROVED AS TO FORM: 

Jeffrey Feyko, Village Solicitor

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CERTIFICATE OF AVAILABILITY OF FUNDS

I certify that the money required to meet this contract has hereby been lawfully appropriated for such purpose and is in the treasury or in the process of collection to the credit of this fund, free from any previous obligation or certification as required by Ohio Revised Code §5705.01 to §5705.47.

Date

Brian Bibler, Fiscal Officer



Estimate

Page 1 of 2

Invoice Number: 2114061



This is Your Estimate!

AmeriCoat Asphalt & Concrete

7510 Montgomery Dr

Plain City, OH 43064

Property Address:

103 W MARKET ST

Teri Wise

Village of Baltimore

103 W MARKET ST

BALTIMORE, OH 43105

Property Address

Name: **Teri** **Wise**

Company: **Maple St & E Johnson St - Mill & Pave**

Street: **103 W MARKET ST**

City/St/Zip: **BALTIMORE** **OH** **43105**

Mobile: **(740) 304-1091** E-Mail: **tboucher@balt**

Home: Fax:

Below are several options for your project. Options are not necessarily in order of recommendation.

Option 1: Asphalt Mill & Overlay - 2" Compacted Asphalt

Total Cost: \$47,645.00

Mill Maple St.at 4" depth & E Johnson at 2" depth in specified areas, tack coat, then pave at 2" depth (19,375

Project Overview: Mill out and remove existing materials and replace with new asphalt

- Mill out specified sections of asphalt to a depth of up to 2 inches
- Remove all loose debris using blower and/or power broom
- Spray SS-1H tack coat as needed
- Install 2.5 inches #448 Type 1 ODOT hot mix asphalt and compact to a finish thickness of 2 inches



Option 2: Asphalt Cut & Hot Patch - 4" Finish Thickness

Total Cost: \$1,820.00

Excavate gravel & pave trench areas at 30'x10', 27'x5', & 12'x5' at 4" depth. (\$ as if done w/ Option 1)

Project Overview: Cut out and remove selected damaged portions of asphalt and replace with new asphalt

- Excavate damaged portions of pavement
- Backfill with #304 gravel as necessary
- Install average of 5 inches of #404 ODOT hot mix asphalt as specified
- Compact to an average finish thickness of 4 inches
- Tack and sand outside edges with RS-2 tack coat emulsion
- Clean up and haul away debris



Option 3:

Total Cost:

Project Overview:



Option 4:

Total Cost:

Project Overview:





Contract

Page 2 of 2

Invoice Number: 2114061



This is Your Contract!

AmeriCoat Asphalt & Concrete

7510 Montgomery Dr
Plain City, OH 43064

Property Address:
103 W MARKET ST

Teri Wise

Village of Baltimore

103 W MARKET ST

BALTIMORE, OH 43105

Property Address

Name:	Teri	Wise
Company:	Maple St & E Johnson St - Mill & Pave	
Street:	103 W MARKET ST	
City/St/Zip:	BALTIMORE	OH 43105
Mobile:	(740) 304-1091	E-Mail: tboucher@bal
Home:		Fax:

Please select your service option.

Option Choices	Grand Total	Please Check Box and Initial Option Choice	
Option 1: Asphalt Mill & Overlay - 2" Compacted Asphalt	\$47,645.00	<input type="checkbox"/>	_____
Option 2: Asphalt Cut & Hot Patch - 4" Finish Thickness	\$1,820.00	<input type="checkbox"/>	_____
Option 3:		<input type="checkbox"/>	_____
Option 4:		<input type="checkbox"/>	_____

The above prices, specifications and conditions are satisfactory and are hereby approved. Your signed acceptance of our proposal will constitute authorization for the work to be scheduled and performed. Any verbal or written change orders will be cause for adjustment of price accordingly or cancellation of our contract. **Payment includes 1/3rd deposit with the signed proposal and final payment will be due upon completion of work.** Failure to pay entire amount due will nullify any written warranties. Other payment arrangements may be made but must be made prior to commencement of work. (A 1 1/2% per month service charge applies to all accounts carried beyond 15 days).

The undersigned carries full liability insurance for the protection of the owners and has complied with applicable state and federal laws affecting the work. Our workers are fully covered by Workman's Compensation Insurance. Customer or contractor may cancel this transaction at any time prior to the commencement of work. In case of customer cancellation, customer must reimburse AmeriCoat for any job specific materials purchased prior to cancellation. Buyer agrees that all materials and parts may be repossessed in the event of nonpayment. It is further understood that buyer agrees to pay all costs and reasonable attorney's fees if this contract is placed in the hands of an attorney for collections.

This estimate is valid for 30 days from the date of estimate and is based on current material pricing as quoted by our suppliers. If material pricing increases by 20% or more before the scheduled completion date, the customer will be notified of any changes to their estimate before proceeding. If this proposal is accepted after 30 days, it may be subject to price changes. Fuel surcharges will be added if diesel fuel prices exceed \$5.00/gallon.

This service may be canceled, without penalty or obligation, within the first three business days from the date contract is originally signed. Contracts may not be canceled after service has begun to be performed. Cancellations must be specifically and formally notified in writing and by phone. Cancellation notifications can be faxed to (614) 335-1050 and called to (614) 335-1000. Cancellations must be verified at least 24 hours before service date.

Customers who qualify for, and choose to participate in, extended payment programs are subject to a one time \$100 administrative processing fee.

Paving and Patching Warranty

AmeriCoat uses materials that meet or exceed ODOT specifications. The equipment, workmanship, and installation procedures used for this project meet or exceed industry standards. If pavement fails due to installation within a period of one year from completion, AmeriCoat will perform necessary repairs to the pavement. AmeriCoat does not assume liability for the condition or quality of pre-existing foundations or base material. AmeriCoat also does not assume liability for sub-base material, damage caused by subterranean tree roots, utility cuts, or pre-existing subsurface conditions. This warranty does not extend beyond the natural limitations of the material because the ground expands and contracts due to seasonal temperatures and moisture fluctuations. Asphalt cannot be guaranteed against cracking or any other defect caused by ground swelling and subterranean water drainage. Rough spots, hairline cracks, raveling, and scuffing are not considered pavement failure. AmeriCoat cannot guarantee against product failure due to contact with petroleum by-products or any other corrosive substance, nor failure due to snow removal equipment, construction traffic, trash removal vehicles, heavy equipment or other subsurface conditions. New blacktop should not be sealed until properly cured. Curing times will vary under different conditions but is usually between three to nine months. Improper sealer applications can damage asphalt and voids any warranty.

Sealcoating Summary

Sealcoating Process: AmeriCoat will edge your driveway with an industrial string trimmer, which will cut back the grass without damaging your driveway and without leaving a trench. Oil and chemical stains that are wet will be primed before sealing and may slightly change the surface texture and color of that area. Rust stains due to iron deposits may bleed through the sealer and are not covered under the AmeriCoat guarantee. If your drive has severe rust stains you should consider an optional priming treatment. AmeriCoat will apply mastic crack sealer to cracks 1/4" wide and 1/2" deep or larger; however, due to material shrinkage the sealant will not make cracks disappear or level off with the driveway. Cracks will re-open in time based on the general quality of the pavement and its foundation. If your driveway has never been sealed or has severe cracking, crumbling, stains, dips, peeling, weeds, or holes, AmeriCoat strongly recommends applying two coats of sealer or possibly an alternative repair such as commercial crack sealant, patch repair, microsurfacing, cap, or replacement.

Sealcoating Guarantee: AmeriCoat guarantees the quality of its materials and workmanship for a period not to extend past November 1st of the year that the sealing service was performed. Sealcoating can neither prevent nor cause cracking, crumbling, stains, dips, peeling, weeds, holes, or general weakness in foundation or pavement and therefore cannot guarantee results on poor condition or poorly constructed driveways. AmeriCoat is highly committed to resolving all concerns regarding your driveway and is eager to assist you with any questions!

Estimated By:

Payment Terms:

Payment Due Upon Completion

I have read and agree to the pricing, payment, and guarantee terms of this contract

Teri Wise
Village of Baltimore

Michael Bryant
Director of Paving Operations, AmeriCoat



Estimate Graphic



2114061

Prepared For: **Teri Wise**

Company Name: **Maple St & E Johnson St**

Property Address: **103 W MARKET ST**

AmeriCoat
7510 Montgomery Dr
Plain City, OH 43064
(614) 335-1000
9/10/21 2:22 pm

Drawing is for reference only. Not drawn to scale.

Baltimore, OH – Mill & Pave

