

RESOLUTION NO. 12-95
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER Sally Beals ON THE
13th DAY OF February, 1995.

A RESOLUTION RATIFYING NEGOTIATIONS
BETWEEN THE CITY MANAGER AND OHIO
FARMERS INSURANCE COMPANY FOR FINAL
ADJUSTMENTS AND PAYMENT FOR THE COMPLETION
OF ALL CONSTRUCTION ACTIVITIES ASSOCIATED
WITH THE GOLF CLUB AT YANKEE TRACE.

WHEREAS, certain adjustments and final quantity verifications associated with the construction of The Golf Club at Yankee Trace have been completed and successfully negotiated between the City Manager and Ohio Farmers Insurance Company, and

WHEREAS, the City of Centerville desires to make final payment for all construction related activities per its construction contract with Ohio Farmers Insurance Company in accordance with the stated final construction adjustments attached hereto as Exhibit "A", and

WHEREAS, the City Manager and Ohio Farmers Insurance Company have also negotiated an Agreement setting forth the settlement rights and duties of the parties concerning the completion of construction of The Golf Club at Yankee Trace, which Agreement is attached hereto as Exhibit "B", and

WHEREAS, the authorization of this final payment shall fulfill all remaining financial obligations of the City of Centerville to Ohio Farmers Insurance Company for the completed construction of The Golf Club at Yankee Trace.

NOW, THEREFORE, THE MUNICIPALITY OF CENTERVILLE HEREBY RESOLVES:

SECTION 1. That the action of the City Manager in negotiating the final payment to Ohio Farmers Insurance Company for certain adjustments and final quantity verifications as listed in Exhibit "A" attached hereto, incorporated herein, is hereby adopted; and the final payment is hereby authorized and the City Manager is hereby authorized and directed to execute the

Agreement attached hereto as Exhibit "B" and incorporated herein.

PASSED this 13th day of February,
1995.

ATTEST:

Marie M. Baugh
Clerk of the Council of the
City of Centerville, Ohio

Shirley F. Hewitt
Mayor of the City of
Centerville, Ohio

CERTIFICATE

The undersigned, Clerk of the Council of the City of Centerville, Ohio, hereby certifies that the foregoing is a true and correct copy of Resolution Number 12-95, passed by the Council of the City of Centerville, Ohio, on the 13th day of February, 1995.

Marie M. Baugh
Clerk of Council

Approved as to form, consistency
with the Charter and Constitutional Provisions.

Department of Law
Robert N. Farquhar
Municipal Attorney

CHANGE ORDER

NO. 17

DATE: January 31, 1995

NAME OF PROJECT: Yankee Trace Golf Course
 OWNER: City of Centerville
 CONTRACTOR: Ohio Farmers Insurance Company, for
 Irvin Construction Co., Inc.

The following change is hereby made to the CONTRACT DOCUMENTS:

	<u>ADD</u>	<u>DELETE</u>
Sod fairway on hole #9, fairway and rough.	\$ 0.00	
Relocate material for burial pit to hole #18.	0.00	
Extra prep work and replacement of cart paths.	0.00	
Added teaching tee to Driving Range.	0.00	
Mounds lowered on hole #9.	2,500.00	
Excess inventory of seed, fertilizer, and miscellaneous material purchased by the City.	2,000.00	
Redesign of holes #17 and #18, including tee and bunker movement.	11,836.00	
One half cost to survey bunkers.	1,420.00	
Final Quantity Adjustments (Items not listed are accurate and require no adjustment):		
Bunkers		\$(55,312.47)
Cart Paths	38,800.00	
Drainage	11,015.77	
Greens	6,352.80	
Irrigation		(19,824.00)
Sod	50,012.45	
Tees	3,360.45	
Bridges		<u>(9,250.00)</u>
TOTALS	\$127,297.47	\$ 84,386.47
NET ADD	\$ 42,911.00	

CHANGE ORDER

NO. 17

DATE: January 31, 1995

NAME OF PROJECT: Yankee Trace Golf Course
OWNER: City of Centerville
CONTRACTOR: Ohio Farmers Insurance Company, for
Irvin Construction Co., Inc.

CONTINUED:

CHANGE TO CONTRACT PRICE:

- Original CONTRACT PRICE:	\$3,538,414.00
- Current CONTRACT PRICE adjusted by previous CHANGE ORDER:	\$3,986,920.30
- The CONTRACT PRICE including this CHANGE ORDER will be increased by:	\$ 42,911.00
- The new CONTRACT PRICE including this CHANGE ORDER will be:	\$4,029,831.30

CHANGE TO CONTRACT TIME:

- This project will not affect the time frame of the original contract.

APPROVALS:

Requested by: Owner _____ Date _____

Recommended by: Architect: _____ Date _____

Accepted by: Contractor James M. Walker Date 1/31/95
By Ohio Farmers Insurance Company

AGREEMENT

THIS AGREEMENT is entered into this ____ day of December, 1994, by and between the City of Centerville, Ohio (Obligee), and the Ohio Farmers Insurance Company (OFIC), an Ohio corporation doing business at One Park Circle, Westfield Center, Ohio 44251-5001.

WHEREAS, the Obligee as owner and OFIC as completing surety desire to finalize the closeout of the contract known as Yankee Trace Golf Course (Contract) and to make arrangements for completion of warranty work.

NOW THEREFORE, Obligee and OFIC mutually agree as follows:

- per the contract*
- (1) The date of August 11, 1994 is established as the date of Substantial Completion, Final Completion, and commencement of all warranties, guaranties, and corrective work (collectively referred to herein as warranties) of the contractor and OFIC. Such warranties of the contractor and OFIC shall terminate August 10, 1995. Warranty representations of The Toro Company or other manufacturer shall not be limited by this Agreement.
 - (2) The Obligee will report, in writing, any warranty items to James M. Walker, OFIC, One Park Circle, Westfield Center, OH 44251, (216)887-0669, (216)887-0840FAX. Promptly after receipt or such report, OFIC will advise the Obligee in writing as to how it will complete each proper warranty item. OFIC will also advise in writing if OFIC disputes any item listed.
 - (3) The Obligee agrees to complete specific warranty items upon request of OFIC. The Obligee will complete only those items which OFIC requests the Obligee complete, or those items which OFIC disputes as proper warranty items. Items will be completed at the following rates:
 - A. Labor will be charged at actual normal cost plus an additional 40% for full time employees and an additional 20% for part time employees. The parties believe the incremental time required of John Miller to supervise Obligee forces should not be significant. Supervisory time of John Miller and others will not be charged unless further agreed to by the parties in writing.
 - B. Materials will be charged at the Obligee's cost. Reasonable labor expended in obtaining materials will be charged.
 - C. Incidental tools and equipment will not be charged. If large pieces of equipment are required, the parties will agree, before work begins, on the type of equipment to be used and a specific charge for each piece of equipment.

If rental equipment is required, the parties will agree on the type of equipment to be used. Rentals will be charged at the Obligee's cost. Reasonable labor expended in obtaining rental equipment will be charged.

- D. The Obligee will provide detailed records of cost expended. OFIC will promptly pay all proper billings.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Witness:

CITY OF CENTERVILLE

By _____

Its _____

Witness:

OHIO FARMERS INSURANCE COMPANY

By _____

James M. Walker
Bond Claim Counsel