

**VILLAGE OF SOUTH LEBANON, OHIO
RESOLUTION NO. 2018-65**

A RESOLUTION APPROVING AND AUTHORIZING THE ACCEPTANCE OF THE PROPOSAL OF GEOSTABILIZATION INTERNATIONAL, LLC FOR THE CONSTRUCTION OF THE ZOAR ROAD STABILIZATION PROJECT AND AUTHORIZING THE MAYOR AND FISCAL OFFICER TO SIGN DOCUMENTS RELATIVE THERETO, AND DECLARING AN EMERGENCY

WHEREAS, due to an excessive amount of rainfall this year, a section of hillside along Zoar Road experienced a failure and created a mudslide which requires immediate repair; and,

WHEREAS, Village staff solicited a proposal from GeoStabilization International LLC (GSI) to repair the hillside; and,

WHEREAS, GSI has provided a quote to repair said area in the amount of \$210,969.00 through the State of Ohio State Term Schedule (STS) pricing; and,

WHEREAS, the Ohio Public Works Commission has committed \$150,000 to the cost of said project;

WHEREAS, due to the necessity to make the necessary repairs to prevent further destabilization of the hillside along Zoar Road, immediate action is required and such action is necessary in order to preserve the public peace, health, safety or welfare of the Village.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of South Lebanon, at least two-thirds of all members elected thereto concurring:

Section 1. Approve and authorize the acceptance of the proposal from GeoStabilization International LLC, in the amount of \$210,969.00, as attached and made a part hereof.

Section 2. Authorize the Mayor and Fiscal Officer to sign documents relative to the acceptance of said proposal.

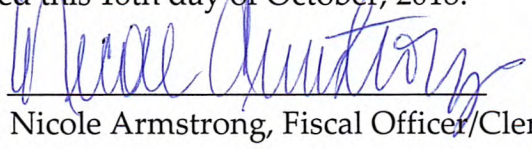
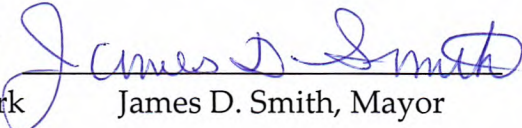
Section 3. That the Council is acting in its administrative capacity in passing this Resolution.

Section 4. That the recitals contained within the Whereas Clauses set forth above are incorporated by reference herein.

Section 5. That this Resolution is hereby declared to be an emergency measure in accordance with Ohio Rev. Code § 731.30 for the immediate preservation of the public peace, health, safety and general welfare; and, this Resolution shall be in full force and effective immediately upon its passage.

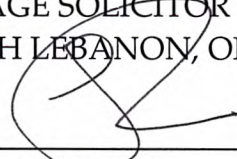
Section 6. That it is found and determined that all formal actions of the Council concerning and relating to passing this Resolution were adopted in an open meeting of Council in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Adopted this 18th day of October, 2018.

Attest:  
Nicole Armstrong, Fiscal Officer/Clerk James D. Smith, Mayor

Rules Suspended: <u>10/18/2018</u> (if applicable)	Effective Date – / /2018
Vote - <u>6</u> Yeas ___ Nays	
First Reading – / /2018	Effective Date – / /2018
Second Reading – / /2018	
Third Reading – / /2018	
Vote - ___ Yeas ___ Nays	

Prepared by and approved as to form:
PAUL R. REVELSON
VILLAGE SOLICITOR
SOUTH LEBANON, OHIO

By: 
Date: 10/18/2018

September 27, 2018

Mr. Jerry Haddix
Village Administrator
Village of South Lebanon
99 N. High Street
South Lebanon, Ohio 45065

Subject: Proposal for Zoar Rd. Slide Repair

Dear Mr. Haddix:

GeoStabilization International[®] (GSI[®]) is pleased to offer this Proposal for the referenced project. This proposal is for the Village of South Lebanon, OH, herein known as the Owner, to consider. The slide is at GPS point N39.362297, W84.205132. We thank you for the opportunity to provide pricing for this work.

Our opinions and statements regarding this project shall remain confidential and shall not be shared with other parties without the express written consent of GSI. All concepts and procedures outlined in this proposal shall be considered the intellectual property of GSI.

WORK DESCRIPTION

This proposal is to install self-drilling SuperNails[®] and steel mesh to stabilize the road platform for up to 178 lineal feet (LF) as detailed below and following Ohio Department of Administrative Services (DAS) State Term Schedule (STS) Number 800513, Index Number STS926.



SCOPE OF WORK

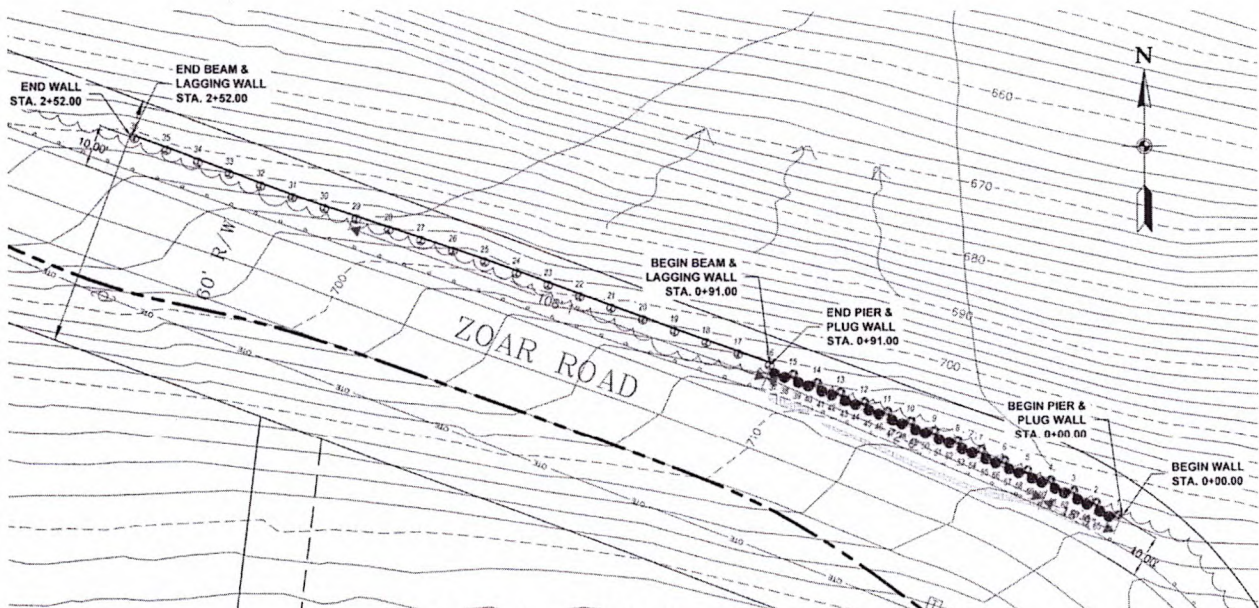
GSI would be responsible for clearing, excavation and reshaping of the slope down to the top of bedrock, which is understood to be about 9 feet below top of pavement based upon the Civil Solutions Associates Plans dated 9-21-2015.

GSI will install multiple rows of self-drilling SuperNails® up to 20-foot long, with each of these nails having their nail ends protruding through the soil. GSI will cover the repaired area with galvanized steel plates attached to the protruding end of the soil nails and up to a 10-foot tall band of reinforced shotcrete.

GeoStabilization’s equipment is mounted on a tracked excavator allowing the work to be accomplished from the roadway above the slide. Due to the roadway width at this site, the road will have to be closed to traffic for the duration of GSI’s work.

This proposal includes the Village providing yard space to receive and unload materials shipped by GSI, providing a nearby dump site for GSI to waste excavated materials from the slide area and necessary traffic control.

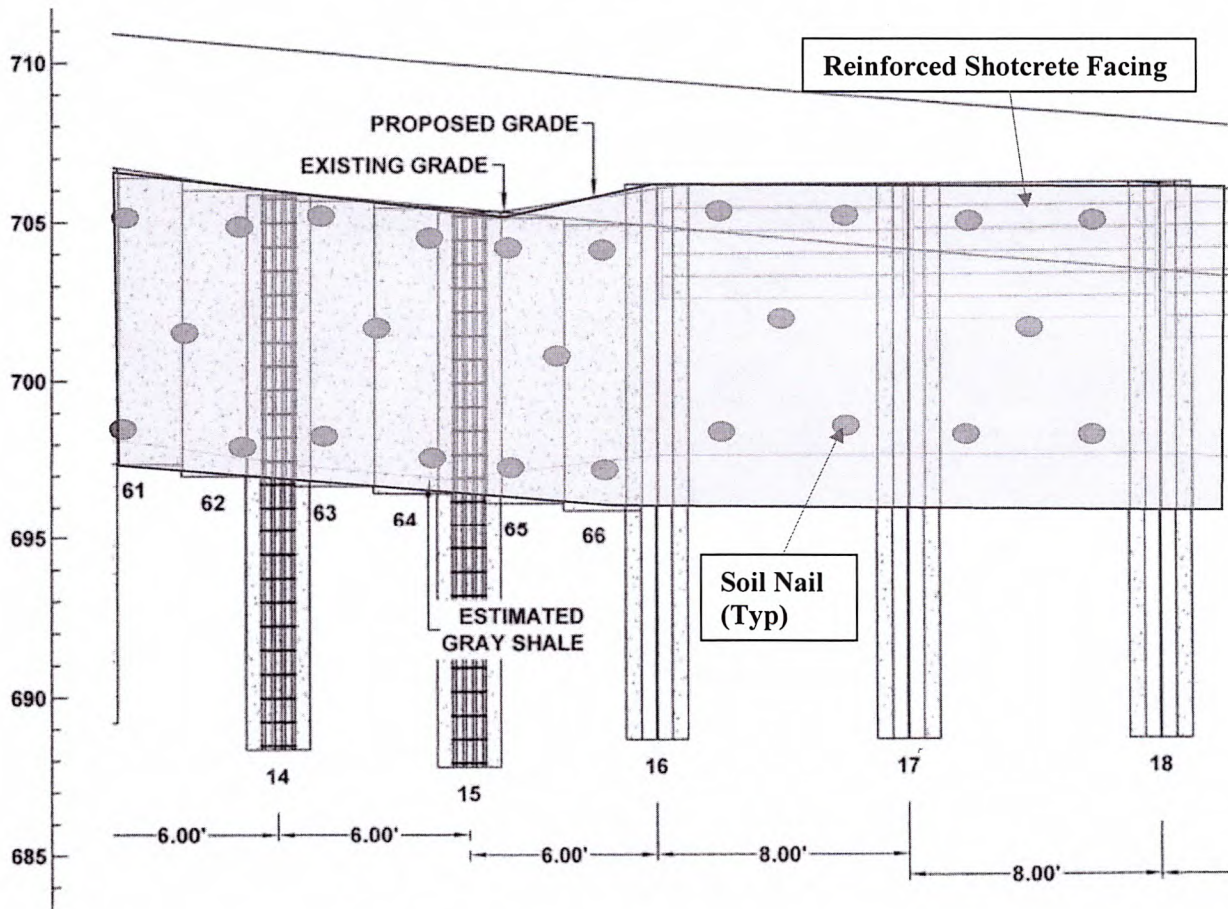
The proposed repair limits are shown below with the approximate location of the slide mass noted in red.



Propose Repair Limits: Original Project STA 0+18 to 1+96

The propose repair plan will consist of drilling soil nails through the existing wall and covering the repair area with shotcrete. Assuming that the estimated bedrock line on the original plans is correct, we have estimate an appropriate shotcrete area to “seal” the soils off down to the top of bedrock to stabilize the roadway embankment should the foreslope continue to fail.

Also slide debris was noted at the base of the slide area just above the Little Miami Trail path. This debris is expected to continue to flow onto the path as the slide continues to creep over time. As such, GSI has proposed to construct a GCS wall to buttress this slide area.



Propose Repair Elevation View

PROJECT CONDITIONS

GSI's proposed scope of work includes labor, tools, equipment, and materials to design and install the soil nail system pursuant to the following conditions:

- If the stabilization exceeds the max area discussed herein then the cost per LF may increase. There will be no credit for under runs.
- Provide final design package sealed by a Professional Engineer Registered in the state of Ohio.
- The initial mobilization includes labor, equipment and material capable of installing the

temporary stabilization system. If GSI is required to leave the site and return outside of what was previously stated and planned for, the cost is \$5,650.00 for each demobilization/remobilization. Work shall be available to GSI prior to GSI mobilizing to the site.

- GSI's scope includes no proof tests. If the owner requests proof testing it will be charged at the unit rate in the STS contract.
- GSI's scope includes no verification tests. If the owner requests verification tests it will be charged at the unit rate in the STS contract.

PRICING

GSI proposes to perform the work described herein based on the prices listed below. The prices included herein are based on and assume continuous unobstructed work beginning the day we mobilize to the site. Should the work not proceed pursuant to the assumptions contained herein, the price to perform the work may likely increase.

Item	Description	Qty	Units	Unit Price	Total Price
1	Standard Mobilization	1	LS	\$5,650.00	\$5,650.00
2	Limited Access Mobilization	1	LS	\$5,980.00	\$5,980.00
3	Self-Drilling SuperNails® (Up to 20-ft long)	125	EA	\$455.00	\$56,875.00
4	Galvanized Steel Plates (8x8)	125	EA	\$25.00	\$3,125.00
5	8" Nominal Shotcrete Facing	1,770	SF	\$26.00	\$46,020.00
6	4" Nominal Shotcrete Facing	468	SF	\$13.00	\$6,084.00
7	Drilled PVC Horizontal Drains	500	LF	\$15.00	\$7,500.00
8	Stripdrain (6" Wide)	500	LF	\$2.50	\$1,250.00
9	Soils Stab. Crew	11	DAY	\$7,135.00	\$78,485.00
TOTAL:					\$210,969.00
Optional: Buttress Wall at Toe of Slope					
1	GCS® Wall Construction (Up to 8-ft deep)	480	SF	\$8.50	\$4,080.00
2	GCS® Wall Concrete Masonry Units	538	EA	\$4.75	\$2,555.50
3	GCS® Wall Woven Geotextile	5760	EA	\$0.50	\$2,880.00
4	Soils Stab. Crew	3	DAY	\$7,135.00	\$21,405.00
TOTAL:					\$30,920.50

WORK HOURS/SCHEDULE

The project's duration is estimated to be up to 11 working days for the primary repair area from STA 0+18 to 1+96 and an additional 3 working days to construct the optional GCS toe buttress wall. All work is based on a work schedule of Monday through Saturday, 10 hours per day as weather and daylight permits.

GSI will mobilize to the site at a mutually agreeable time from GSI receiving an executed contract, approved submittals, and a written notice to proceed. Depending on material lead times or crew

availability we may require additional time. Additional charges will be assessed if we are scheduled and are required to work additional hours or shifts.

EXCLUSIONS / CLIENT RESPONSIBILITIES

Owner is responsible for and obligated to provide the following at no cost to GSI:

- a. Safety – Design, installation, and maintenance of any fall protection systems at all grade separations including at the top of any earth retention system constructed by GSI.
- b. Traffic Control – All required pedestrian and vehicle traffic control.
- c. Site Security – Site security during nights, weekends, and holidays.

ADDITIONAL TERMS AND CONDITIONS

- a) The cost of a bond premium is not included in the proposal price. If desired by and paid by the Owner, GSI will furnish a Payment and Performance Bond at a rate of 2% of the total bid price.
- b) Prevailing wages are included in this proposal price.
- c) Buy America/American Material Requirements are included in the proposal price.
- d) The attached Terms and Conditions are incorporated into this proposal as a contract document.

Our work also carries a 5-year warranty commencing after GSI project completion. The warranty is void absent GSI receiving mutually agreed payment. If at any point within the warranty period the repaired section becomes unstable, GSI will in a timely manner remedy the situation with a design/construction solution at no cost to the owner. This warranty does not cover work completed by others or shallow surface erosion problems that may develop in the future. Exceptions to the warranty include catastrophic seismic, weather, or other events outside reasonable accounting in design (including earthquakes and weather events exceeding expectations for the region) or further construction by third parties that destabilizes the repair (including utility trenches dug into or through any soil nails, deep excavations in the area, etc.). Extreme storm water volumes may cause erosion which could undermine the repaired areas which may void this warranty. After such an event these areas should be checked for erosion.

THIS COMMUNICATION CONTAINS GEOSTABILIZATION CONFIDENTIAL/PROPRIETARY BUSINESS INFORMATION NOT SUBJECT TO FREEDOM OF INFORMATION ACT (FOIA)

Sincerely,

GEOSTABILIZATION INTERNATIONAL

Justin Anderson
Justin Anderson, P.E.
anderson@gsi.us | 859.361.2465

Greg Bachman
Greg Bachman, P.E., P.S.
greg@gsi.us | 330.606.1220

Accepted by: _____

Date: _____

TERMS AND CONDITIONS

STANDBY TIME

Standby time of up to \$1250/hour will be charged for delays beyond GSI's control. This includes delays/interruptions/interference/disruption to GSI's operation due to the excavation of the soil nail wall and bench, requesting GSI mobilize to the site before the site is ready, requiring GSI to attend site specific training and/or meetings that were not previously communicated and delay the project sequence, and other contingencies that may arise. Day rate is 10-hours and our crews will be allowed access to maintain our equipment during standby events.

OWNER'S OBLIGATIONS

Owner is responsible for and obligated to provide the following at no cost to GSI:

- a. Ensure that all utilities are properly located before GSI mobilizes to the site. Specific location (potholing), removal, and/or relocation of all underground and overhead utilities are not included in GSI's scope of work.
- b. Provide Construction Water – A clean (potable) supply of water for construction available on-site or in close proximity to work. GSI can provide a water tank to be filled by others if necessary (~1,000 gallons per day).
- c. Drainage – Installation and maintenance of drainage measures to direct water away from the top and bottom of the system for the life of the system, which may be accomplished by grading, swales, sand bagging, etc. If groundwater is encountered the Owner will provide dewatering. Owner is responsible for all erosion and storm water management permitting, installation, inspection, and removal. Any and all work related to storm water compliance and/or best management practices "BMPs".
- d. Delays in this sequence due to excavation will be compensated at a standby rate. Excavation includes all drill tailing removal, clearing, grubbing, grading, backfill, temporary stabilization berms, and hauling materials off site.
- e. Hazardous Materials – GSI will immediately stop work per state and federal work and safety requirements if hazardous materials are encountered. Downtime or additional mobilization fees will be negotiated separately.
- f. Permits – All permitting requirements to perform the work including, but not limited to, construction permits; hazardous material handling and disposal permits; storm water management permits and dewatering permits; and fugitive dust or other similar permitting requirements.
- g. Access – All weather working access shall be provided at all times with at least a 12-ft wide, level, and unobstructed bench at the face of the wall for a 10-ft wide drill rig with a 20-ft horizontal mast, and access at all times for concrete trucks, material/equipment deliveries, and on-site area for material/equipment storage. Obtaining any and all right of way, licenses, or easements for GSI to perform its work.

ADDITIONAL TERMS AND CONDITIONS

- a) Retainage, if any, is to be released to GSI within 30-days after the completion of GSI's work.
- b) Any and all design work is excluded unless specifically included in this Proposal.
- c) Owner agrees that GSI shall not be responsible for liquidated damages, delay damages, or other time related damages for any work that is outside GSI's control.
- d) Any work not specifically included in this Proposal is excluded.
- e) GSI will employ open shop labor. In the event that union labor must be used the client will pay

- for any additional cost differential.
- f) The Parties agree that this Proposal is a "Contract Document" and is specifically incorporated into the Contract Documents for the Project. In the event of a conflict or ambiguity between this Proposal and any other Contract Document, the terms of this Proposal shall control and govern.
 - g) All invoices are due, in their entirety, upon receipt from GSI. All payments received for GSI's work shall be held in trust for the benefit of GSI. Amounts due and unpaid over thirty days shall accrue interest at the rate of 1.5% per month. Owner shall be liable to GSI for all costs of collecting amounts due and unpaid, including, but not limited to, reasonable attorneys' fees and/or legal fees.
 - h) This agreement/Proposal is subject to and governed by Colorado law under all circumstances and venue for any dispute shall be Mesa County, Colorado.
 - i) The partial or complete invalidity of any provision of this Proposal shall not affect the validity or continuing force and effect of any other provision. The failure of either party hereto to insist, in any one or more instances, upon the performance of any of the terms, covenants and conditions of this contract/Proposal, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right as respects further performance.
 - j) Each party has had the opportunity to review and negotiate this Proposal and no party shall be construed to be the drafter of this Proposal for any purpose including, but not limited to, interpretation of this document.
 - k) Vibrations – GSI cannot accept any liability for disturbance to existing structures and their inhabitants on or near the site. GSI requires the Owner to indemnify GSI against any and all claims for such disturbance and also take precautions as necessary to avoid any such claims. This may include vibration monitoring, excavating trenches around the affected area, etc.
 - l) It is possible that damage may occur as a result of heave, settlement, utility not correctly marked, or intrusion of grout and/or construction water and GSI cannot accept responsibility/liability for such damage. Owner agrees to waive any and all liability and damages against GSI in any related to the underground conditions and/or existing facilities described in the preceding sentence.
 - m) Any work done pursuant to change order or otherwise is subject to the terms and conditions contained herein.
 - n) The proposal pricing and scope is offered pursuant to the full and unmodified terms of this proposal. Should the owner not fully accept or modify this proposal, the pricing and/or the scope of work will likely be subject to modification by GSI.
 - o) Should Owner provide GSI with verbal direction to begin to mobilize, the terms and conditions of this Proposal shall be deemed accepted and apply in full and without limitation.
 - p) GSI's defense and indemnity obligations, if any, are limited to claims for damages to property or personal injury caused by the negligent acts or omissions of GSI. Owner agrees to defend and indemnify GSI for claims or damages alleged to have been caused by its acts or omissions.
 - q) GSI retains all ownership rights it in its proprietary and/or patented information and no such rights are transferred in any way.
 - r) This offer expires 30 days from the date transmitted.