RESOLUTION NO. 11-61

REQUEST FOR AUTHORIZATION TO ENTER INTO A WARRANTY AGREEMENT FOR PAVEMENT REPAIRS ON COLLEGE HEIGHTS BOULEVARD PHASE I & II, ROADWAY IMPROVEMENTS PROJECT WITH BOWMAN ASPHALT, INC AND TO AUTHORIZE THE CITY MANAGER, TO SIGN THE AGREEMENT.

WHEREAS, Bowman Asphalt Inc. and the engineering consultants to the City have determined that materials and workmanship of asphalt pavement joints do not comply with the specifications, and

WHEREAS, Bowman Asphalt Inc. has adjusted compensation for the materials and made repairs to the asphalt joints. Bowman Asphalt Inc. further warrants the longevity of the repairs for a period of two years, commencing June 17 2011, and

WHEREAS, Securities in the amounts of $97,494 for Phase I and Phase II have been posted as provided for in Specification Section GC-67 until two years from the date of Final Acceptance, and

WHEREAS, This amount is intended to provide sufficient funds for removal and replacement areas of up to 2808 lineal feet of pavement joints that may be identified within such extended warranty period if Bowman Asphalt Inc. initial repair is not deemed successful by the Engineer and

WHEREAS, The actual method of removal and repair/replacement will be decided upon when they are deemed necessary, and will be at the discretion of the mutually agreed upon Independent Third Party, and may include:

- Removal of pavement on either side of depressed joints to a depth of 0.15 feet and a width of two feet, tack coat and patch areas of ground or otherwise removed pavement, and roll/re-roll pavement as necessary to achieve compliance with Section 39-6.03. The asphalt concrete mix shall be submitted to the Engineer as noted above and approved/tested prior to placement.
- Grind high joints as necessary to achieve compliance with Section 39-6.03
- Apply Type II slurry seal to entire project site, sharing cost 50% - 50% with the City, and

WHEREAS, All work shall comply with the contract documents as amended by this Warranty Agreement. Restriping will be performed by the City as necessary, and

WHEREAS, Bowman Asphalt Inc. will be given the option of performing such repairs prior to the City claiming the security. If Bowman Asphalt Inc. repairs are deemed by the Engineer to be performing satisfactorily, the securities will be released to Bowman.

NOW THEREFORE, the City Council authorizes the City Manager, to execute the Warranty Agreement with Bowman Asphalt, Inc.

APPROVED AND ADOPTED this 17th day of August 2011 by the following vote:

AYES:	Mayor Carter, Council Members Holloway, Patin, and Taylor
NOES:	None
ABSTAIN:	None
ABSENT:	Council Member Morgan

Ronald H. Carter, Mayor

ATTEST Rachel J. Ford, CMC
Rachel Ford, City Clerk