

# CITY OF CLAYTON, OHIO

## RESOLUTION NO. R - 04 - 22 - 32

### A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT THE BID OF AND ENTER INTO A CONTRACT WITH WAGNER PAVING, INC. FOR PAVING OF NORTHVIEW PARK PATH AND PARKING LOT AT A COST TO THE CITY OF CLAYTON, OHIO NOT TO EXCEED \$3,309.00

**WHEREAS**, the City of Clayton, Ohio received a NatureWorks Grant totaling \$36,575.00 from the Ohio Department of Natural Resources in order to install ADA compliant parking and to widen and resurface existing paths at Northview Park; and

**WHEREAS**, the City of Clayton, Ohio will provide prep work for the parking lot and walking path expansion, including providing supplies for the prep work, with a value of \$15,000.00 which will constitute the City of Clayton's match for this project; and

**WHEREAS**, bids have been solicited pursuant to a request for bids and received for the paving of the Northview Park path and parking lot; and

**WHEREAS**, after reviewing the bids, the City Manager determined the \$39,884.00 bid received from Wagner Paving, Inc., was the lowest and best bid submitted by a responsible bidder and therefore recommended accepting said bid in accordance with the terms of the request for bids.

### NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CLAYTON, STATE OF OHIO:

1. That the City Manager is authorized to accept the \$39,884.00 bid of and enter into an agreement with Wagner Paving, Inc. for the paving of the Northview Park path and parking lot, and after application of the \$36,575.00 in NatureWorks grant funds, the City will be responsible for an amount not to exceed \$3,309.00 with respect to said paving project.

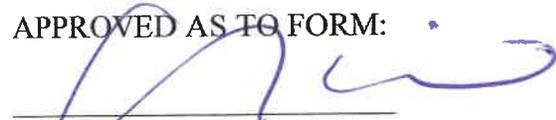
ADOPTED BY COUNCIL ON APRIL 21, 2022.

AUTHENTICATION:

  
\_\_\_\_\_  
Mayor (Presiding Officer of Council)

  
\_\_\_\_\_  
Clerk of Council

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Law Director

CERTIFICATION OF PUBLICATION

This shall certify that that the text of the above referenced enactment or a summary thereof was published once in the following newspaper and a summary posted in three places of public access as designated by Council.

Name of newspaper

Brookville Star

Date of publication

April 27, 2022

Barbara Seir

CLERK

# **NORTHVIEW PARK PAVING PROJECT** **CONTRACT**

This Agreement made this 21<sup>st</sup> day of April 2022, by and between the **CITY OF CLAYTON**, an Ohio municipal corporation, 6996 Taywood Rd., Clayton, Ohio 45322 ("City") and **WAGNER PAVING, INC.** ("Contractor").

## **WITNESSETH:**

**WHEREAS**, pursuant to the requirements of Clayton Municipal Code, bids for the City of Clayton, Ohio Northview Park Paving Project were solicited through the duly advertised bidding process; and

**WHEREAS**, Contractor was found to be the lowest and best bidder by the City Council of Clayton; and

**WHEREAS**, the parties now wish to enter into a contract for said Project.

**NOW, THEREFORE**, in consideration of the foregoing recitations and the benefits to them mutually accruing, the parties agree as follows:

### **SECTION 1      EFFECTIVE DATE**

This Agreement shall be effective on the following date: April 21, 2022. All work for the Northview Park Paving Project shall be completed by October 30, 2022.

### **SECTION 2      CONTRACT DOCUMENTS**

The following documents pertaining to the above mentioned project shall be considered to be part of this Agreement and are hereby incorporated herein: the Legal Notice, Instructions to Bidders, Invitation to Submit Bids, Specifications, Bid Form, Prevailing Wage Rate Form, Non-Collusion Affidavit, Bid Proposal Form, Statement of Experience and Qualifications, Form for Bid Guaranty Bond, Pay to Play Affidavit, all documents contained within the Bid Package, and any addenda issued prior to execution of this Contract, any other documents listed in this Agreement and any modifications issued after execution. The Contract Documents represent the entire agreement between the parties hereto and supersede any prior negotiations, representations, or agreements, either written or oral.

**SECTION 3 WORK**

The Contractor shall undertake and execute all necessary work described in the Contract Documents and to complete same within the time stipulated therein.

This Contract is subject to Prevailing Wage Laws applicable for the time periods when work is to be performed. Each worker employed by the contractor or subcontractor, or other person about or upon the public work, must be paid the then applicable prevailing rate of wages.

**SECTION 4 CONTRACT AMOUNT**

At the times hereinafter called for, City shall pay the Contractor for the Contractor's performance under this Agreement the total contract amount of \$39,884.00 subject to any change orders, additions and deductions as provided in the Contract Documents.

**SECTION 5 PAYMENT**

Upon completion and notification of the City, a City representative will inspect within 24 to 48 hours (one working day) and either approve or disapprove the work. When approved, and billing is presented, payment will be approved.

Upon completion of the project and prior to final payment, an affidavit of compliance from each contractor or subcontractor must be submitted. No final payment will be made to any contractor or subcontractor unless the final affidavits have been filed by the respective contractor or subcontractor.

**SECTION 6 CHANGE ORDERS**

In addition to any other provisions relating to Change Orders, any change of the scope of work to be performed will be requested in the form of a written Change Order. Included in the Change Order will be item description, unit price and total.

**SECTION 7 INDEMNIFICATION**

The Contractor agrees to indemnify and hold the City, its elected officials, and representatives, harmless and free from damages of any kind or nature due to or arising out of the work to be performed pursuant to this Contract of any kind or nature except damages, if any, due to the fault or negligence of the City, its City Engineer, or its agents or employees and the Contractor agrees to reimburse the City for any and every reasonable expense incurred as a result of any such claim for damages.

**SECTION 8 PERFORMANCE BOND**

~~A Performance Bond in the amount of one hundred percent (100%) of this contract price shall be posted at the time of signing this Contract. Said Performance Bond shall be with a surety authorized to do surety business in the State of Ohio.~~

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## **SECTION 9      NONDISCRIMINATION**

The Contractor agrees that in the hiring of employees for the performance of work under this Contract or for any subcontract related thereto, the Contractor or subcontractors shall not by reason of race, color, national origin, sex, religion, age, disability or any other characteristic protected under applicable Federal or State law, discriminate against any citizen of the state in the employment of labor or workers who is qualified and available to perform the work to which the employment relates; and the Contractor, subcontractor or any person acting on behalf of the Contractor or subcontractor shall not, in any manner discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this contract on account of race, color, national origin, sex, religion, age, disability or any other characteristic protected under applicable Federal or State law.

## **SECTION 10    TERMINATION OR SUSPENSION**

If it is determined by the City that the work is not being performed in a satisfactory manner, the City will so notify the contractor, who will then immediately rectify the problem areas.

The City reserves the right to terminate this contract immediately upon written notice by registered or certified mail to the contractor if the contractor is adjudged as bankrupt, makes a general assignment for the benefit of its creditors, has a receiver appointed on account of its insolvency or contractor is unable or unwilling to provide the services required of this contract.

## **SECTION 11    GOVERNING LAW**

The provisions of this Contract shall be governed by the laws of the State of Ohio.

## **SECTION 12    DISQUALIFICATION OF RESPONDENT OR PROPOSAL**

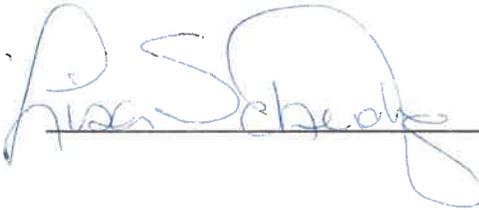
Awards will not be made to any person, firm, or company in default of a contract with the City, State of Ohio, or the Federal Government. This includes default upon the payment of any financial obligation. No contract shall be awarded to a respondent against whom a finding for recovery has been issued by the Auditor of the State of Ohio per R.C. 9.24(A). Please check with the City of Clayton Finance Department, (937) 836-3500, in the event you are concerned about this possibility.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

Witness:



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CITY OF CLAYTON

By:   
Amanda Zimmerlin, City Manager

CONTRACTOR

WAGNER PAVING, INC  
[Name of Company]

By:   
Signature

Title: President

Approved as to Form.

  
Law Director

**CERTIFICATION OF FISCAL OFFICER**

The undersigned, as Director of Finance of the City of Clayton hereby certifies that funds sufficient to meet the requirements of this Contract have been lawfully appropriated for such purpose and are in the treasury, or in the process of collection.

  
Finance Director