

CITY OF CLAYTON, OHIO

RESOLUTION NO. R – 01 – 22 - 11

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH OUTDOOR ENTERPRISES, LLC FOR THE WESTBROOK SALEM SAFETY PROJECT 2022 AT A TOTAL PROJECT COST OF \$611,174.00 AND A TOTAL COST TO THE CITY OF CLAYTON, OHIO NOT TO EXCEED \$111,174.00

WHEREAS, Council previously authorized the City Manager to submit a safety grant application for the Westbrook Salem Safety Project 2022 and the City was awarded an abbreviated safety grant for said project; and

WHEREAS, in accordance with the provisions of Charter Section 8.02, bids were solicited for the Westbrook Salem Safety Project 2022, PID 113868; and

WHEREAS, said bids have been received and reviewed and the City Manager and City staff have recommended for acceptance the bid received from Outdoor Enterprises, LLC as being the lowest and best bid submitted by a responsible bidder; and therefore, City staff recommends accepting said bid in accordance with the terms of the request for bids.

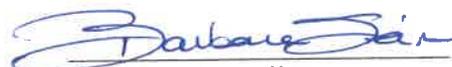
NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CLAYTON, STATE OF OHIO:

1. That the City Manager is hereby authorized to enter into an agreement with Outdoor Enterprises, LLC for the Westbrook Salem Safety Project 2022, PID 113868, with the total cost of said Project not to exceed \$611,174.00 and with a total cost to the City of Clayton for its portion of said Project not to exceed \$111,174.00.

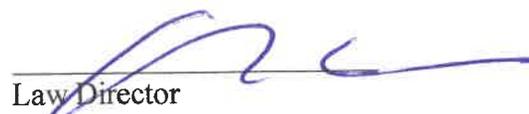
ADOPTED BY COUNCIL ON JANUARY 6, 2022.

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

January 19, 2022

Barbara Stein

CLERK

CONTRACT for MOT SR49 – 6.41
PID 113868

THIS CONTRACT, made and entered into this 6th day of January, 2022

between the City of Clayton, hereinafter designated as the City and

Outdoor Enterprise

of Troy, Ohio

(Name of Contractor)

(City and State of Contractor)

hereinafter designated as the Contractor:

WITNESSETH: That the parties of these presents, each in consideration of the undertakings, promises and agreements, on the part of the other herein contained, have undertaken, promised and agreed and do hereby undertake, promise and agree, the City for itself, its successors and assigns, and the Contractor his heirs, executors, administrators, successors and assigns as follows:

That the Contractor in consideration for sums of money herein specified (said base Contract amount being \$ 611,174.00) to be paid by said City, shall and will

at his own cost and expense, furnish all labor, materials, tools and equipment for and build for the City the:

MOT SR49 – 6.41

in accordance with the Bid Documents hereto attached and therein mentioned, which Bid Documents are hereby made a part of this Contract, all of said work to be fully completed to the satisfaction and acceptance of the City.

The City agrees to pay the Contractor for performance of work in accordance with these Contract Documents, a sum of money equal to the amount of the actual work done and materials furnished, as determined by the City, under each item listed in the Bid multiplied by the unit price applicable to each such item as set forth in the Bid attached hereto.

The Contractor agrees to accept the payment referenced to above as full compensation satisfaction and discharge for all work done and material furnished, (whether mentioned in the Estimated Quantities or not) and also for all costs and expenses incurred and loss or damage sustained by reason of action of elements, or because of the nature of the work, or because of any unforeseen obstruction or expense incurred by or in consequence of the suspension of the work as herein specified, and also for well and faithfully completing the work, and the whole thereof, in accordance with the terms conditions and provisions of this Agreement and the instructions, orders or directions of the City thereunder, and also for maintaining the work in good condition until final payment is made and for (1) year after the date of substantial completion, except as in this Agreement otherwise specifically provided.

This Agreement will be considered null and void unless accompanied by a properly endorsed "Fiscal Officer's Statement - Certificate of Available Funds" in an amount to meet the above cost of the Contract.

IN WITNESS THEREOF, the said parties have hereunder set their hands and seals and have executed this Agreement the day and year first above written.

CONTRACTOR:

Name of Contracting Firm: Outdoor Enterprise

Address of Contracting Firm: 3655 W. State Route 571
Troy, OH 45373

Signature: 

Printed Name: Andrew Lair

Title: President

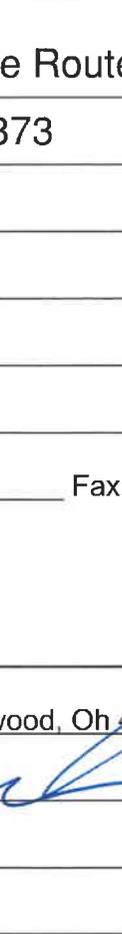
Date: 06/16/22

Phone: 937-857-9400 Fax: 937-857-9424

CITY:

Name of City: City of Clayton, Ohio

Address of City: 6996 Taywood Rd., Englewood, Oh 45322

Signature: 

Printed Name: Amanda Zimmerlin

Title: City Manager

Date: 6/16/22

Phone: (937) 863-3500 Fax: (937)836-6773