

CITY OF CLAYTON, OHIO

RESOLUTION NO. R – 10 - 22 - 73

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT PROPOSAL
SUBMITTED BY AND ENTER INTO AN AGREEMENT WITH TALL VIEW
PALLADIUM, INC. FOR THE CLAYTON CDBG DEMOLITION PROJECT AT 8027 N.
MAIN STREET AT A COST OF \$28,720.00**

WHEREAS, proposals were solicited for a Clayton CDBG Demolition Project in order to demolish structure(s) located at 8027 N. Main Street in Clayton, Ohio; and

WHEREAS, the City received 4 proposals for said demolition project and the City Manager and City staff have recommended for acceptance the proposal received from Tall View Palladium, Inc. as being the lowest and best proposal submitted by a responsible bidder and in the best interests of and most favorable to the City; and therefore, City staff recommends accepting said proposal in accordance with the terms of the request for proposals.

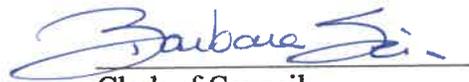
**NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF
CLAYTON, STATE OF OHIO:**

1. That the City Manager is authorized, in accordance with the terms of the request for proposals, to accept the proposal submitted by Tall View Palladium, Inc. for the Clayton CDBG Demolition Project referenced herein in order to demolish the structure(s) located at 8027 N. Main Street in Clayton, Ohio and for a total cost of \$28,720.00.

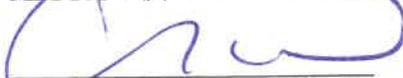
ADOPTED BY COUNCIL ON OCTOBER 20, 2022.

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

Oct 26, 2022

Barbara J. ...

CLERK

CONTRACT AGREEMENT

THIS AGREEMENT made the 28 DAY OF NOV IN THE YEAR TWO

THOUSAND and TWENTY-TWO, by and between Tall View Palladium, (hereinafter called the Contractor)

and City of Clayton, Ohio (hereinafter called the Owner or City). WITNESSETH, that

the Contractor and Owner for the considerations hereinafter named agree as follows:

1. CONTRACT DOCUMENTS

The Contract Documents consist of the Contract Agreement, conditions of the Contract (General, Supplementary, and other conditions), Drawings, Specifications, all Addenda issued prior to the execution of this Contract, all documents contained within the bid package and all modifications issued subsequent thereto. These form the Contract and are all a part of the Contract as if attached hereto or repeated herein.

2. The Contractor shall furnish all of the materials and equipment, except as noted, and perform all of the work described in the Specifications entitled "Clayton 8027 N. Main Street, CDBG Demolition Project," and shown on the associated Drawings and shall do everything required by the Contract Documents.

3. TIME OF COMPLETION

The work to be performed under this Contract shall be completed within 60 calendar days from the date specified in the written Notice to Proceed.

4. LIQUIDATED DAMAGES

Amount of liquidated damages is set at \$1,000.00 per day for each and every day the Contractor shall be in default in the time of completion of the Contract, as set forth in the General Conditions.

5. THE CONTRACT PRICE

a. The Owner shall pay the Contractor for the performance of the Work, subject to additions and deductions by Change Order as provided in the General Conditions of the Contract, in current funds the Contract Sum of \$ 28.720, as shown in the Estimate.

b. Where the quantities originally contemplated are so changed that application of the agreed unit price to the quantity of work performed is shown to create a hardship to the Owner or the Contractor, there shall be an equitable adjustment of the Contract to prevent such hardships.

6. PROGRESS PAYMENTS

The Owner shall make payments on account of the Contract as provided in the GENERAL CONDITIONS.

7. COMPLIANCE BY CONTRACTORS WITH LAWS AND REGULATIONS

In connection with the performance of the Contractor's duties and obligations pursuant to the Contract Documents, the Contractor shall comply with all statutes, laws, regulations, and orders of federal state, county or municipal authorities which shall impose any obligation or duty upon the Contractor.

8. ACCEPTANCE AND FINAL PAYMENT

a. Final payment shall be due 30 days after approval of the final payment Invoice, as provided in the GENERAL CONDITIONS.

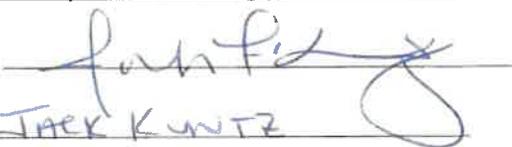
9. IN WITNESS WHEREOF the parties hereto have executed or caused to be executed by their duly authorized agents, this Contract in four (4) copies, each of which shall be deemed original, on the day and year first written above.

OWNER
Clayton, Ohio

By 

Name AMANDA ZIMMELIN

Title CITY MANAGER

ATTEST: 

Name JACK KUNTZ

Title DIR OF DEV

(If an individual, partnership, or non-incorporated organization).

Signature of Bidder: George D. Tuck III

By: George D. Tuck III
President

Address of Bidder: 2734 Armstrong Ln

Name and Addresses of Members of the Firm:
George D. Tuck III

(If a Corporation)

Signature of Officer: George D. Tuck III President
Name Title

Signature of Officer: _____
Name Title

Business Address: 2734 Armstrong Dayton, OH 45424

Incorporated under the laws of the State of Ohio

Date: Dec 1999

Affix Corporation seal here.

Note: All signatures, including those of individuals, partner, or individuals on behalf of the Corporation shall have their name typed/printed immediately thereunder.