

ORDINANCE NO. 96-84 AC CMS

AN ORDINANCE ACCEPTING THE BID OF AKIL, INC., OF SANDUSKY, OHIO,
FOR STORAGE BUILDING CONSTRUCTION AT THE WESTWOOD
CEMETERY AND DECLARING AN EMERGENCY

BE IT ORDAINED by the Council of the City of Oberlin, County of Lorain, State of Ohio, five-sevenths (5/7ths) of all members elected thereto concurring:

SECTION 1. That the bid of Akil, Inc., of Sandusky, Ohio, for construction of a storage building located at the Westwood Cemetery, being the lowest and best bid submitted, is hereby accepted, and the City Manager is hereby authorized and directed to enter into a contract accordingly, said contract to be in the amount of \$49,200.

SECTION 2. It is hereby found and determined that all formal actions of this Council concerning or relating to the adoption of this ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 3. That this ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health and safety of the citizens of the City of Oberlin, Ohio, to-wit:

"to accept a pending bid prior to its expiration date".

and shall take effect immediately upon passage.

PASSED: 1st Reading - September 16, 1996 (E)
2nd Reading -
3rd Reading -

ATTEST:


CLERK OF COUNCIL


CHAIR OF COUNCIL

POSTED: September 17, 1996

EFFECTIVE DATE: Sept 17, 1996

AGREEMENT

This Agreement made this 17 day of September, 1996, by and between the City of Oberlin, Ohio, hereinafter called the "OWNER" acting herein through its City Manager, and AKIL Inc., 2525 West Monroe Street, Sandusky, Ohio 44870, a corporation, hereinafter called the "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of a pole-type storage building at Westwood Cemetery as approved by the and the State Industrial Relations Commission, Division of Factories and Buildings.
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 14 calendar days from the date of the NOTICE TO PROCEED and will complete the same within 90 calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The Contractor agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with terms therein for the sum of \$49,200 as shown in the Bid schedule.
5. The term "CONTRACT DOCUMENTS" means and includes, but may not be limited to, the following:
 - A) Advertisement for Bids
 - B) Instructions to Bidders
 - C) E.E.O. and M.B.E. Compliance Documents
 - D) Bid
 - E) Bid Bond
 - F) Delinquent Personal Property Tax Affidavit
 - G) Notice of Award
 - H) Agreement

- I) General Conditions
- J) Supplemental General Conditions
- K) Payment and Performance Bonds
- L) Notice to Proceed
- M) Change Order
- N) Specifications prepared or issued by The City of Oberlin dated August 2, 1996.
- O) Addenda: NONE ISSUED

- 6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the Contract Documents, such amounts as required by this Agreement.
- 7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
- 8. Special Provisions: The Owner and the Contractor mutually agree that this Agreement shall be subject to the following Special Provisions, which shall supersede other conflicting provisions of this Agreement.
 - A. Payment shall be at the unit prices stipulated on the quantity sheet and as specified in Section 14 of the General Conditions, and Supplemental General Conditions.
 - B. The Contract comprises the Contract Documents listed in Paragraph 5 of the Agreement. In the event that any provision of one Document conflicts with the provision of another Document, the provision in the Contract Document first listed below shall govern, except as otherwise specifically stated.
 - 1. Agreement (This Instrument)
 - 2. Addenda to Contract Documents
 - 3. Remaining Legal and Procedural Documents
 - a. Proposal
 - b. Information for Bidders
 - c. Advertisement
 - 4. Detailed Specification Requirements
 - 5. Drawings
 - 6. Supplemental General Conditions of the Contract
 - 7. General Conditions of the Contract

Agreement, Continued

8. Bonds

- a. Performance Bond
- b. Labor and Material Payment Bond
- c. Proposal Guaranty

- C. The Contractor hereby covenants and agrees to protect, indemnify and save harmless the Owner and Engineer from any loss, cost of damage on account of any damage or injury to or liability arising or resulting from bodily injury, death or damage to property, both public and private, occasioned by any act or omission of the Contractor, his agents or employees during the progress of or occasioned by the work.
- D. The Contractor shall keep the Contract under his own control and may not sublet, sell, transfer, or assign by power of attorney, or otherwise dispose of the Contract or any portion thereof or his title, right, or interest therein, to any person, firm or corporation without written consent of the Owner.
- E. The Contractor covenants and agrees to pay to all persons and corporations furnishing materials or rendering services in connection with the performance of the Contract, and any person or corporation furnishing such materials or rendering such services may, as provided by Section 10A of the Municipality Authorities Act of 1945, approved May 2, 1945, P.L. 382, as amended, maintain an action to recover for the same under said labor and material payment bond as though such person or corporation were named therein, provided that action is brought within one year after the time the cause of action shall be accrued.
- F. The Contractor agrees to complete all the contract work within the time specified and he further agrees that the Owner may retain from monies that are, or which may become due, TWO HUNDRED DOLLARS (\$200.00) for each and every day the completion of the work may be delayed beyond the time stipulated, and such amount so retained is hereby agreed to be liquidated damages according to

Agreement, Continued

the Owner incident to such delay.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in four (4) copies, each of which shall be deemed an original, on the date first written above.

Owner: City of Oberlin, Ohio

By: *Robert DiSpirito*

Name: *Robert DiSpirito*

Title: *CITY MANAGER*

(SEAL)

ATTEST:

Roger F. Simon
City Clerk

Ronald F. Twining
(Witness)

Contractor: *AKIL INC.*

By: *William B. Hanson*

Name: *William B. Hanson*

Title: *CHAIRMAN*

Address: *2525 W. HONDE ST.*

Parade City, OH 44870

(SEAL)

Phone: *(419) 627-0253*

ATTEST:

Josephine Stodolski
(Secretary, if Corporation)

Chris [Signature]
(Witness)

CITY OF OBERLIN, OHIO

FISCAL OFFICER'S CERTIFICATE

Project Identification:

Cemetery Storage Building

I, Kelly E. Clark, City Auditor, hereby certify that I am the qualified and acting fiscal officer of the City of Oberlin, Ohio, and that the amount of money, to wit \$ 49,200.00, required to meet the cost of the attached Agreement between the City of Oberlin and AKIL, Inc. (Contractor) has been lawfully appropriated for the purpose of said Agreement and the money so appropriated is on deposit (in process of collection) to the credit of the appropriate fund free from any previous encumbrances.

9/17/96
Date

[Signature]
Signature

Kelly E. Clark
Name

City Auditor
Title

CITY OF OBERLIN, OHIO

LEGAL OFFICER'S CERTIFICATE

Project Identification: '

Cemetery Storage Building

The foregoing Agreement between the City of Oberlin, Ohio, (Owner) and
Akil, Inc., (Contractor) is approved as to form.

9-19-96
Date

Eric R. Severs
Signature

Eric R. Severs
Name

City Solicitor
Title