

**ORDINANCE NO. 97-88 AC CMS**

**AN ORDINANCE ACCEPTING THE BID OF BROM TRUCK, INC., OF BROOKPARK, OHIO, FOR THE FURNISHING OF A SIDE LOAD REFUSE TRUCK FOR THE CITY OF OBERLIN PUBLIC WORKS DEPARTMENT, 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 Brom Truck, Inc., of Brook Park, Ohio, for the furnishing of a Side Load Refuse Truck for the City of Oberlin Public Works Department, being the lowest and best bid submitted, is hereby accepted, and the City Manager is hereby authorized and directed to enter into a contract in accordance with same in an amount not to exceed \$152,845.

**SECTION 2.** It is hereby found and determined that all formal actions of this Council concerning or related 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",

and shall take effect immediately upon passage.

**PASSED:**    1st Reading:            August 4, 1997 (E)  
                 2nd Reading:  
                 3rd Reading:

**ATTEST:**

  
\_\_\_\_\_  
**CLERK OF COUNCIL**

  
\_\_\_\_\_  
**CHAIR OF COUNCIL**

**POSTED:**    August 5, 1997

**EFFECTIVE DATE:** August 5, 1997

CIP-11

This Agreement, made this 20 day of August, 1997, by and between the City of Oberlin, Ohio, hereinafter called the "Owner", acting herein through its City Manager, and Brom Truck, Inc. doing business as (a corporation) (a partnership) (an individual) in the City of Brookpark County of Cuyahoga and State of Ohio hereinafter called the "Contractor."

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

1. The Contractor will furnish equipment in accordance with the terms of the Contract Documents.
2. The following variations from the Contract Documents and or options have been agreed to:

See "Notice of Award" Attachment A

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3. The term "Contract Documents" means and includes the following:

- a) Advertisement for Bids
- b) Instruction to Bidders
- c) EEO and MBE Documentation
- d) Bid including all attachments thereto.
- e) Bid Bond
- f) Delinquent Personal Property Tax Affidavit
- g) Notice of Award
- h) Agreement (with Legal & Fiscal Officers' Certificates)
- i) Specifications
- j) Addenda:

No. 1 dated March 17, 1997

No. 2, dated April 12, 1997

4. 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.

5. Owner's engagement of the Contractor is based upon the Contractor's representations to the Owner that:
- prior to signing it has reviewed all documents pertinent to its portion or scope of the Work
  - it is an organization experienced in and qualified, willing and able to provide equipment of the nature and type necessary to perform its portion or scope of the Work
  - it is authorized and licensed to do business in Ohio;
  - it has the expertise and ability to meet the Owner's objectives and requirements.
6. The Contractor shall furnish services and labor which expeditiously and economically and properly complete its particular scope of the Work in the manner most consistent with the Owner's interests and objectives; in accordance with the Contract Documents, and in accordance with the highest standards currently practiced by persons and entities performing comparable labor and services on projects of similar size and complexity.
7. The Contractor expressly warrants and guarantees to the Owner that all goods, products, materials, equipment, and systems incorporated in its particular scope of the Work conform to applicable Specifications, descriptions, instructions, Drawings, data and samples; be new (unless otherwise specified or permitted and without apparent damage; be of quality equal to or higher than that required by the Bid Documents; be merchantable ; and free from defects
8. The Contractor expressly warrants and guarantees to the Owner that all labor and services required for its particular scope of Work shall comply with the Bid Documents; be performed in a workmanlike manner; and be free from defects.
9. All warranties and guarantees set forth above shall be in addition to all other warranties, express, implied or statutory, and shall survive payment for, acceptance or inspection of, or failure to inspect the Work.
10. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

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

Owner: City of Oberlin, Ohio

(Seal)

By: *Robert A. Brom*

ATTEST:

Title: CITY MANAGER

*Eugene F. Simon*

City Clerk

*Stephanie N. Jilgaw*  
(Witness)

Contractor: Brom Truck, Inc.

By: *Robert A. Brom*

Title: President

5281 Engle Rd.

Address: Brook Park, OH 44142

(Seal)

N/A

ATTEST:

Phone: (216) 267-2065

*Jacqueline J. Brom*  
Jacqueline J. Brom- Secretary

(Secretary, if Corporation)

*Dennis Marion*  
(Witness)