

**AN ORDINANCE  
AUTHORIZING THE MAYOR TO ENTER INTO A ROAD  
RESURFACING CONTRACT WITH CARRON ASPHALT  
PAVING, INC., THE LOWEST BIDDER FOR RESURFACING  
OF CERTAIN STREETS WITHIN THE VILLAGE OF  
CHAGRIN FALLS AND DECLARING AN EMERGENCY.**

WHEREAS, the Village determined that certain streets within the Village, as part of the 2016 road repair program requires the resurfacing of certain streets; and

WHEREAS, the Village sought bids for the 2016 resurfacing program, and after receiving all bids, the Village Engineer determined the lowest and best bidder is Carron Asphalt Paving, Inc. in the amount of \$106,757.00 in accordance with their bid; and

WHEREAS, the Village desires to enter into an Agreement with Carron Asphalt Paving, Inc. to perform the road repair and resurfacing program as soon as possible.

**NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF  
CHAGRIN FALLS, CUYAHOGA COUNTY, STATE OF OHIO:**

SECTION 1. That the Mayor is authorized and directed to enter into an agreement with Carron Asphalt Paving, Inc. in the amount of \$106,757.00 to provide for road repair and resurfacing on certain streets within the Village of Chagrin Falls as specified on the contract attached hereto and incorporated herein as **EXHIBIT "A"**.

SECTION 2. The Finance Director is authorized to appropriate to a proper account a sum sufficient to cover the costs of the contract authorized in Section 1 of this Ordinance.

SECTION 3. That actions of this Council concerning and relating to the passage of this legislation were adopted in lawful meetings of this Council and that all deliberations of this Council and of any of its committees that resulted in such formal action were in compliance with all legal requirements, including Chapter 114 of the Codified Ordinances of the Village of Chagrin Falls.

SECTION 4. That in accordance with Section 113.01 of the Codified Ordinances of the Village of Chagrin Falls, public notice of this Ordinance shall be given by posting a copy thereof for not less than fifteen (15) days in the Village Hall.

SECTION 5. That this Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health and safety of the inhabitants of the

Village and for the further reason that this Ordinance is necessary to authorize road repair work to be performed while weather conditions are appropriate for such work to be completed; wherefore provided it receives the affirmative vote of at least two-thirds (2/3) of all members elected to Council, this Ordinance shall be in full force and effect from and immediately upon its passage by this Council and approval by the Mayor; otherwise, it shall take effect and be in force after the earliest period allowed by law.

PASSED: July 25, 2016

  
Karl Maersch, Council President

Submitted to the Mayor for  
his approval on this

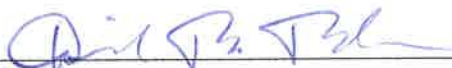
26 day of July, 2016

Approved by the Mayor

July 26, 2016

  
Mayor William Tomko

I hereby certify that Ordinance No. 2016-<sup>43</sup> was duly enacted on the 25 day of July, 2016, by the Council of the Village of Chagrin Falls and posted in accordance with Section 113.01 of the Codified Ordinances of the Village of Chagrin Falls.

  
Clerk of Council

# EXHIBIT "A"

## CONTRACT

### FOR CHAGRIN FALLS ROAD PROGRAM

THIS AGREEMENT, made and entered into at Chagrin Falls, Ohio, this 26 day of July, 2016, by and between the Village of Chagrin Falls ("OWNER"), Ohio and Carron Asphalt Paving, Inc. ("CONTRACTOR").

WITNESSETH: That the said CONTRACTOR has agreed and by this presents does agree with the OWNER for the consideration hereinafter mentioned and contained, and under penalty expressed in a bond given with these presents, and herein contained or hereunto annexed, to furnish at its own cost and expense, all the necessary tools, equipment, materials, labor, and tests in an expeditious, substantial and workmanlike manner, the equipment and appurtenances herein contemplated, commencing work within 20 days from the date of the Notice to Proceed and executing the work within the time and in the manner specified and in conformity with the requirements set forth in this Contract.

The following form essential parts of the Contract (may vary with project).

1. Advertisement for Bids/Public Notice to Bidders
2. Instruction to Bidders
3. Bid Forms and Proposal
4. Contract Forms and Exhibits
5. Contract Bond – ORC 153.571 or ORC 153.57
6. Contract Provisions
7. General Conditions
8. Supplementary Conditions
9. Specifications
10. Specific Project Requirements
11. Prevailing Wage Rate Schedule
12. Contract Drawings; if any.

The CONTRACTOR agrees and understands that the work on this contract shall be subject to the acceptance of the OWNER based upon and in accordance with the contract specifications and contract plans and drawings on file in the office of the OWNER.

The Contractor agrees that each individual employed by the Contractor or any Subcontractor and engaged in work on the project under this contract shall be paid by prevailing wage established by the Department of Industrial Relations of the State of Ohio or the U.S. Department of Labor (Davis-Bacon Act) as detailed in the section titled "Wage Rates." This shall occur regardless of any contractual relationship which may be said to exist between the Contractor or any Subcontractor and such individual.

The CONTRACTOR shall proceed with the said work in a prompt and diligent manner and shall do the several parts thereof, at such times and in such order as the OWNER may direct. Further he shall complete the whole of said work in accordance with the specifications and contract drawings to the satisfaction of the OWNER on or before the time stated, and in default of completion within the time as fixed, the CONTRACTOR shall pay to the OWNER as liquidated damages, an amount equal to \$500.00 Per Day, for each and every day (Sundays and legal holidays excepted) the completion of the work may be delayed beyond the date fixed in the manner and as stipulated.

It is hereby mutually agreed that the OWNER is to pay and the CONTRACTOR is to receive, as full compensation for furnishing all materials and labor in building, constructing and testing and in all respect completing the herein described work and appurtenances in the manner and under the conditions herein specified, the prices stipulated in the proposal herein contained or hereto annexed and the total contract sum is \$106,757.00.


This Contract shall be in full force and effect from the date of execution by the parties.

IN WITNESS WHEREOF: The parties hereunto affixed their signature the day and year first mentioned above.

CARRON ASPHALT PAVING, INC.

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Robert A. Lotarski, President

VILLAGE OF CHAGRIN FALLS

  
\_\_\_\_\_  
Benjamin Himes, Chief Administrative Officer

I hereby certify that funds in the amount of One Hundred Six Thousand Seven Hundred Fifty-Seven and 00/100 Dollars (\$106,757.00) necessary for the foregoing Contract have been appropriated and are in the Treasury, or are in the process of collection, or are available through grants and/or loans from other funding sources.

  
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David B. Bloom, Director of Finance

APPROVED AS TO FORM:

  
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Dale Markowitz, Director of Law