

RESOLUTION NO. 2025 – 89

A RESOLUTION AUTHORIZING AND DIRECTING THE ADMINISTRATION TO ENTER INTO A CONTRACT WITH FABRIZI TRUCKING & PAVING CO., INC., AND DECLARING AN EMERGENCY

WHEREAS, the Administration has determined the need for and recommends the services of Fabrizi Trucking & Paving Co., Inc., in the form identified in Exhibit "1", attached hereto, and made a part hereof as though fully rewritten, for improvements necessary to facilitate the City's dog park; and

WHEREAS, Council may authorize the personal services and contract between the City of Parma Heights and Fabrizi Trucking & Paving, Co. Inc., in the form identified in Exhibit "1", attached hereto, and made a part hereof as though fully rewritten, without advertising for bids and without competitive bidding process based upon the authority granted to it in Article V Section 6 of the Charter.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Parma Heights, County of Cuyahoga and State of Ohio:

Section 1: The Administration is authorized and directed to enter into a contract between the City of Parma Heights and Fabrizi Trucking & Paving Co., Inc., in the form identified in Exhibit "1", attached hereto, and made a part hereof as though fully rewritten, and to expend funds in the contract amount in satisfaction of the contract.

Section 2: This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this Resolution were taken in an open meeting of this Council and that all deliberations of the Council and of any of its Committees comprised of a majority of the members of the Council that resulted in those formal actions were in meetings open to the public, in compliance with the law.

Section 3: This Resolution is declared to be an emergency measure necessary for the public peace, health, and safety of the Municipality, and for the further reason it is necessary for the City to utilize the expertise and resources of Fabrizi Trucking & Paving Co., Inc. to assist the City with the creation of the new dog park in a timely manner to meet funding deadlines; wherefore, this Resolution shall be in full force and effect immediately upon its passage by Council and approval by the Mayor.

PASSED: November 10, 2025 Thomas Rounds
PRESIDENT OF COUNCIL

ATTEST: Debara Qued November 10, 2025
CLERK OF COUNCIL APPROVED

FILED WITH
THE MAYOR: November 10, '25 M. Gallo
MAYOR MARIE GALLO

CONTRACT

This contract made this 14 day of November 2025, by and between Fabrizi Trucking & Paving Co., Inc., hereinafter called the Contractor and the City of Parma Heights, hereinafter called the City and/or City.

WITNESSETH: That the Contractor and City for the consideration stated herein agree as follows:

ARTICLE I - SCOPE OF THE WORK

The Contractor shall perform everything required to be performed and shall provide and furnish all of the labor, materials, necessary tools, expendable equipment, and all utility and transportation services required to perform and complete in a workmanlike manner all the work required for the:

Scope of Services as defined and described by Proposal dated 10/31/25 and attached as Exhibit A.

ARTICLE II – ADDITIONAL SERVICES

Should the providing of any additional services outside the general scope of this Agreement become necessary, any such additional required services outside the general scope of this Agreement will be separate from Article I – Scope of the Work, and will be considered an Optional Service that may be undertaken only upon prior written authorization by the City.

ARTICLE III - THE CONTRACT PRICE

The City shall pay to the Contractor for the performance of this Contract, subject to any additions or deductions provided herein current funds, the Contract Prices computed as follows:

Contract Price as defined and described by Proposal dated 10/31/25 and attached as Exhibit A.

The Contractor covenants and agrees to pay to all persons and corporation 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 have occurred.

ARTICLE IV - PAYMENT

The City shall make payments on account of the Contracts as therein provided as follows:

Contractor shall submit an Invoice for payment by the City upon final completion of the

Scope of Work for the Project. Upon the City's inspection and acceptance of Contractor's performance, the City shall pay the Contract Price to the Contractor within thirty (30) days.

1. The City shall have the right to enter the premises for the purpose of doing work not covered by the contract documents. This provision shall not be construed as relieving the Contractor of the sole responsibility for the care and protection of the work, or the restoration of any damaged work except such as may be caused by agents or employees of the City.
2. The Contractor will indemnify and save the City or the City's agents harmless from claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, tools and all supplies, incurred in the furtherance of the performance of the work. The Contractor shall, at the City's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do so, the City may, after having notified the Contractor, either pay unpaid bills or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged, whereupon payment to the Contractor shall be resumed, in accordance with the terms of the contract documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the City to either the Contractor, his Surety, or any third party. In paying any unpaid bills of the Contractor, any payment so made by the City shall be considered as a payment made under the Contract documents by the City to the Contractor, and City shall not be liable to the Contractor for any such payments made in good faith.
3. The Contractor shall indemnify and save harmless the City against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of the City, and shall defend, indemnify and save harmless the City from any and all claims, demands, suits, actions or proceedings of any kind or nature, including workers' compensation claims, of or by anyone whomsoever, in any way resulting from or arising out of the operations in connection herewith, including operations of subcontractors and acts or omissions of employees or agents of the Contractor or his subcontractors. Insurance coverage specified herein and in the special conditions constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the Contractor under the terms of the contract. The Contractor shall procure and maintain at this own cost and expense, any additional kinds and amounts of insurance that, in his own judgment, may be necessary for his proper protection in the performance of the work.

ARTICLE V - TIME OF COMPLETION

The work to be performed under this Contract shall be commenced as soon as possible, not later than November 18, 2025 and shall proceed and be completed seasonally, not later than December 15, 2025.

The Contractor agrees with the City that time is of the essence in the completion of the work included in the Contract, and Contractor specifically agrees that such work will be completed within the time specified in the Contract.

ARTICLE VI - COMPONENT PART OF THIS CONTRACT

This Contract consists of the following component parts, all of which are as fully a part of this Contract as if herein set out verbatim, or if not attached, as if therein attached:

1. Contract
2. General Information – Proposal dated 10/31/25 attached as Exhibit A

In the event that any provisions in any of the above component parts of this Contract conflict with any provisions in any other part of the component parts, the provision in the component parts first enumerated above shall govern over any other component parts which follows it numerically, except as may be otherwise specifically stated.

ARTICLE VII – SUSPENSION OF SERVICES

The City may order the Contractor to suspend, delay, or interrupt all or any part of the services for such period of time as the City may determine to be appropriate for the convenience of the City.

If the performance of all or any part of Contractor's services are for an unreasonable period of time suspended, delayed, or interrupted by an act of the City, or by the City's failure to act within a time period specified in this Agreement (or if no time is specified, within a reasonable time) an appropriate extension of time for the performance of the services necessary as a result of such suspension, delay, or interruption, shall be permitted by the City and the Agreement shall be modified in writing accordingly.

ARTICLE VIII - PREVAILING WAGE REQUIREMENTS

The Contractor and all its subcontractors must pay a rate of wages which shall not be less than the rate of wages so fixed and established as the prevailing wage rate. The Contractor and all its subcontractors shall comply strictly with the wage provisions of this Agreement. Wage Rates are documents required for Prevailing Wage Rate requirements.

This Contract is or may be subject to the Wage Enforcement provisions of the Codified Ordinances of Parma Heights. These provisions require that any person who has an agreement with the City or with a Contractor or Subcontractor of that person shall report all complaints or adverse determinations of Wage Theft and Payroll Fraud (as defined in Chapter 106 of the Codified Ordinances of Parma Heights against the person, Contractor, or Subcontractor to the City within thirty (30) days of notification of the complaint or adverse determination. Under the Wage Enforcement provisions, the City shall have the authority, under appropriate circumstances, to terminate this Agreement or reduce the incentives or subsidies to be provided under this Agreement and to seek other remedies.

ARTICLE IX - ARBITRATION CLAUSE

The Contractor and the City agree that any controversy or claim arising out of, or related to this Agreement, or the breach thereof, shall be settled by Arbitration in accordance with the construction Industry Arbitration Rules and the Expedited Dispute Settlement Rules of the American Arbitration Association then in effect, unless the parties mutually agree otherwise; provided, however, that, subject to the reasonable control of the Arbitrator as to manner and time, and so as not to delay in any way the resolution of the dispute, the Parties shall have the right to utilize those means of discovery available to litigants under the Ohio Rules of Civil Procedure and, subject to the consent of the Arbitrator, which consent shall not be unreasonably withheld, may present testimony of witnesses by way of deposition. Unless the Parties mutually agree otherwise, the arbitration panel shall consist of one attorney-at-law knowledgeable in the areas of real estate and construction law. The Arbitration decision shall be binding upon both the Contractor and the City, and judgment upon the award rendered by the Arbitrator or Arbitrators may be entered in any Court having jurisdiction thereof. Notice of the request for Arbitration should be sent to the other Party hereto and to the Cleveland office of the American Arbitration Association.

ARTICLE X – INSURANCE

The Contractor shall comply with all workers' compensation laws of the State of Ohio and shall carry General Liability and Comprehensive Auto Liability Insurance. Contractor shall provide the City with copies of its Certificate of Coverage.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above-mentioned.

CONTRACTOR:

Maria Fearer
Fabrizi Trucking & Paving
Co., Inc.

Maria Fearer, Vice President
Printed Name & Title

11/24/2025
Date

CITY:

Marie Gallo
Marie Gallo,
Mayor of the City of Parma Heights

Marie Gallo, Mayor
Printed Name & Title

11/18/25
Date