

ORDINANCE 2021-55
INTRODUCED BY: DEBERNARDO

4345

**AN ORDINANCE
AUTHORIZING THE MAYOR TO ENTER INTO A
CONTRACT WITH ECLIPSE CO., LLC OF CHAGRIN
FALLS, OHIO FOR THE ARBORETUM TRAIL BID AND
DECLARING AN EMERGENCY.**

WHEREAS, the Village has determined that it is necessary and convenient to construct a trail known as the Arboretum Trail and to construct steps from Cleveland/Low Street to the trail (collectively the “Project”);

WHEREAS, the Village sought bids for the Project and after receiving only one (1) bid, the Village Engineer has determined that the bid of Eclipse Co., LLC (“Eclipse”) is an acceptable, qualifying and best bid in the amount of One Hundred and Thirty-Nine Thousand One Hundred Seventy-Seven Dollars (\$139,177.00) for the Base Bid and the Alternate B Bid in the amount of Forty-Thousand Thirty-Five Dollars (\$40,035.00) for a total bid of One Hundred Seventy-Nine Thousand Two Hundred and Twelve Dollars (\$179,212.00), and in accordance with their Bid;

WHEREAS; the Village desires to enter into an agreement with Eclipse to perform the Project improvements for the Arboretum Trail and installation of stairs 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. The Mayor is authorized and directed to enter into an agreement with Eclipse in the amount of One Hundred Seventy-Nine Thousand Two Hundred Twelve Dollars (\$179,212.00) for the Base Bid and Alternate B Bid for wood deck steps with trex treads and handrails to provide for the Project to be constructed as specified in 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

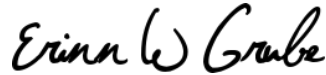
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all legal requirements, including Chapter 114 of the Codified Ordinances of the Village of Chagrin Falls.

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. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health and safety of the inhabitants of the Village and for the further reason that it is necessary to have this Ordinance immediately effective to be able to construct the Arboretum Trail and wood deck steps at the earliest possible date for the benefit of the residents and before the onset of inclement weather; 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 and approval by the Mayor, otherwise it shall take effect and be in force after the earliest period allowed by law.

PASSED: September 27, 2021



Erinn Grube, Council President

Submitted to the Mayor for
his approval on this

28th day of September, 2021

Approved by the Mayor

09/29/2021



Mayor William Tomko

I hereby certify that Ordinance No. 2021-55 was duly enacted on the 27th day of September, 2021, 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.



David Bloom, Clerk of Council

EXHIBIT "A"
NOTICE OF AWARD

DRAFT

TO: Eclipse Co., LLC
11554 East Washington St.
Chagrin Falls, Ohio 44128

PROJECT: 2021 INFRASTRUCTURE IMPROVEMENTS
CONTRACT D - ARBORETUM TRAIL

You are notified that your Bid which was opened on 8/13/21 has been accepted for items in the amount of \$179,212.00 at the unit bid prices as reflected in the bid tabulation contained herein for the Base Bid and Alternate B.

You are required by the Instructions to Bidders to execute the Agreement and furnish the required Bonds, Certificates of Insurance, and other documents within 10 calendar days from the date of receipt of this Notice.

Failure to comply with these conditions within the time specified will entitle Owner to consider your Bid in default, to annul this Notice and to declare your Bid Security forfeited.

The Owner will return to you one (1) fully signed set of the contract documents.

VILLAGE OF CHAGRIN FALLS

Rob Jamieson, Chief Administrative Officer

ACKNOWLEDGMENT

ECLIPSE CO., LLC

Jennifer Agresta, CEO

DRAFT
CONTRACT

FOR 2021 INFRASTRUCTURE IMPROVEMENTS - CONTRACT D - ARBORETUM TRAIL

THIS AGREEMENT, made and entered into at Chagrin Falls, Ohio, this _____ day of _____, 2021, by and between the Village of Chagrin Falls (“OWNER”), Ohio and Eclipse Co., LLC (“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. 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 \$1,000.00 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 \$179,212.00.

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.

ECLIPSE CO., LLC

Jennifer Agresta, CEO

VILLAGE OF CHAGRIN FALLS

William Tomko, Mayor

I hereby certify that funds in the amount of One Hundred Seventy-Nine Thousand Two Hundred Twelve and 00/100 Dollars (\$179,212.00) 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.

David B. Bloom, Director of Finance

APPROVED AS TO FORM:

Dale Markowitz, Director of Law

**THE CONTRACTOR SHALL FURNISH THE FOLLOWING ITEMS
WITHIN 10 DAYS OF NOTIFICATION OF AWARD:**

- A) **CERTIFICATE OF INSURANCE FOR
CONTRACTOR'S PUBLIC LIABILITY INSURANCE POLICY
AND AUTOMOTIVE INSURANCE POLICY**

- B) **CERTIFICATE OF INSURANCE FOR
OWNER'S AND CONTRACTOR'S PROTECTIVE POLICY**

- C) **CERTIFICATE OF WORKER'S COMPENSATION**

- D) **CONTRACT BOND THAT COMPLIES WITH ORC 153.54 AND 153.57**

* D above is not required if a bond complying with ORC 153.54 and 153.571 (rollover bond) was submitted at time of bid.

DELINQUENT PERSONAL PROPERTY STATEMENT

STATE OF _____)
) SS
COUNTY OF _____)

Eclipse Co., LLC, having been awarded a contract by the Village of Chagrin Falls, Ohio, hereby affirms under oath, pursuant to Ohio Revised Code Section 5719.042, that at the time the bid was submitted, my company **was / was not (CIRCLE ONE)** charged with delinquent personal property taxes on the General Tax List of Personal Property for Cuyahoga County, Ohio.

If such charge for delinquent personal property tax exists on the General Tax List of Personal Property for Cuyahoga County, Ohio, the amount of such due and unpaid delinquent taxes, including due and unpaid penalties and interest shall be set forth below.

A copy of this statement shall be transmitted by the Taxing District's Fiscal Officer to the County Treasurer within thirty days of the date it is submitted. A copy of this statement shall also be incorporated into the Contract made between Village of Chagrin Falls, Ohio, and Eclipse Co., LLC, and no payment shall be made with respect to any Contract unless such statement has been so incorporated as a part thereof.

Delinquent Personal Property Tax \$ _____
Penalties \$ _____
Interest \$ _____

ECLIPSE CO., LLC

Jennifer Agresta, CEO

Subscribed and sworn to before me this _____ day of _____, 2021.

Notary Public

My Commission Expires: _____

AFFIDAVIT
OF COMPLIANCE WITH OHIO REVISED CODE SECTION 3517.13

STATE OF OHIO

COUNTY OF _____

_____ being duly sworn deposes and states as follows:

1. I am duly authorized to make the statements contained herein on behalf of _____ (“the Contracting Party”).
2. The Contracting Party is a/an (select one):
 - Individual, partnership, or other unincorporated business association (including without limitation, a professional association organized under Ohio Revised Code Chapter 1787), estate, or trust
 - Corporation organized and existing under the laws of the State of _____
 - Labor organization
3. I hereby affirm that the Contracting Party and each of the individuals specified in R.C. 3517.13(I) (with respect to non-corporate entities and labor organizations) or R.C. 3517.13(J) (with respect to corporations) are in full compliance with the political contribution limitations set forth in R.C. 3517.13(I) and (J), as applicable.
4. I understand that a false representation on this certification will incur penalties pursuant to 3517.992(R).

Affiant further sayeth naught.

By: _____

Title: _____

SWORN TO BEFORE ME and subscribed in my presence this _____ day of _____, 2021.

Notary Public

My commission expires: _____

In accordance with a certain Contract between the Village of Chagrin Falls, Ohio, (hereinafter referred to as "the Owner") and Eclipse Co., LLC, (hereinafter referred to as "the Contractor") it is mutually agreed by and between the parties hereto that because of the short-term duration of the within contract, no escrow account will be established pursuant to Sections 153.13, 153.14 and 153.63 of the Ohio Revised Code nor shall any interest be paid on any retainage.

ECLIPSE CO., LLC

Jennifer Agresta, CEO

VILLAGE OF CHAGRIN FALLS

David B. Bloom, Director of Finance

Project: 2021 Infrastructure Improvements - Contract D - Arboretum Trail

Owner: Village of Chagrin Falls
21 West Washington Street
Chagrin Falls, Ohio 44022

To: Eclipse Co., LLC
11554 East Washington St.
Chagrin Falls, Ohio 44128

Date: _____

You are hereby notified to commence work in accordance with the Contract. All work shall be completed by December 31, 2021.

VILLAGE OF CHAGRIN FALLS

Rob Jamieson, Chief Administrative Officer