

ORDINANCE NO. 2018-53
INTRODUCED BY: MR. NEWELL

4128

**AN ORDINANCE
AUTHORIZING THE MAYOR TO ENTER INTO A
CONTRACT WITH TRAX CONSTRUCTION CO. FOR THE
WATER TRANSMISSION MAIN REPLACEMENT FROM THE
VILLAGE WELLFIELD TO SOLON ROAD, REPLACEMENT
OF A WATER DISTRIBUTION MAIN IN A PORTION OF THE
GREENBRIER SUBDIVISION, DRAINAGE IMPROVEMENTS
AND RESURFACING OF GREENBRIER SUBDIVISION
ROADS, WHOSE BID IS THE LOWEST BID FOR SUCH
PROJECT WITHIN THE VILLAGE OF CHAGRIN FALLS
AND DECLARING AN EMERGENCY.**

WHEREAS, the Village has determined that the water transmission main from the Wellfield to Solon Road needs to be replaced, that the water distribution main in a portion of the Greenbrier Subdivision needs to be replaced and drainage improvements and resurfacing of Greenbrier Subdivision roads are required (collectively "Project"); and

WHEREAS, the Village sought bids for the Project, and after receiving all bids, the Village Engineer determined the lowest and best bid is Trax Construction Co. of Wickliffe, Ohio in the amount of \$1,455,549.00 in accordance with their bid; and

WHEREAS, the Village desires to enter into an Agreement with Trax Construction Co. to perform the water main replacements; drainage improvements and resurfacing of Greenbrier Subdivision roads 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 Trax Construction Co. in the amount of \$1,455,549.00 to provide for the Project to be constructed 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.

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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 the water main replacements, drainage improvements and resurfacing of the roads 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 23, 2018



Karl Maersch, Council President

Submitted to the Mayor for
his approval on this

24 day of July, 2018

Approved by the Mayor this

24~~th~~ day of July, 2018



Mayor William Tomko

I hereby certify that Ordinance No. 2018- 53 was duly enacted on the 23 day of July, 2018, 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

**REVISED CODE §1311.252
NOTICE OF COMMENCEMENT OF A PUBLIC IMPROVEMENT**

State of Ohio)
) SS:
County of Cuyahoga)

Rob Jamieson, Chief Administrative Officer (the "Affiant"), being first duly sworn, says that:

- 1. Affiant is the Chief Administrative Officer of the Village of Chagrin Falls, at 21 West Washington Street, Chagrin Falls, Ohio for a contract executed on 7-24, 2018.
- 2. The Public Authority will be commencing a public improvement identified as follows:
Wellfield-Greenbrier Water Transmission Main
- 3. The following lists the name, address, and surety of each of the principal contractors working on this public improvement:

<u>TRADE</u>	<u>CONTRACTOR</u>	<u>SURETY</u>
General Construction	Trax Construction Co. 30701 Euclid Avenue Wickliffe, Ohio 44092	International Fidelity Insurance Company One Easton Oval Suite 388 Columbus, OH 43219-8036

- 4. For the purpose of service an affidavit pursuant to Revised Code §1311.26, service may be made upon the following representative of the Public Authority: Rob Jamieson, Chief Administrative Officer, at the Village of Chagrin Falls, 21 West Washington Street, Chagrin Falls, Ohio 44022.

Rob Jamieson
Rob Jamieson, Chief Administrative Officer

SWORN TO before me and subscribed in my presence this 25 day of July, 2018.

Elizabeth L. DeBaggis [SEAL]
Notary Public

Prepared by: CT Consultants, Inc.
8150 Sterling Court
Mentor, Ohio 44060

ELIZABETH L. DEBAGGIS
Notary Public - State of Ohio
Recorded in Cuyahoga County
My Commission Expires April 25, 2021

NOTICE OF AWARD

TO: Trax Construction Co.
30701 Euclid Avenue
Wickliffe, Ohio 44092

PROJECT: WELLFIELD-GREENBRIER WATER TRANSMISSION MAIN

You are notified that your Bid which was opened on July 13, 2018 has been accepted for items in the amount of \$1,455,549.00 at the unit bid prices as reflected in the bid tabulation contained herein.

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

TRAX CONSTRUCTION CO.



Christopher R. Valletto, President

EXHIBIT "A"

CONTRACT

FOR WELLFIELD-GREENBRIER WATER TRANSMISSION MAIN

THIS AGREEMENT, made and entered into at Chagrin Falls, Ohio, this 24 day of July, 2018, by and between the Village of Chagrin Falls ("OWNER"), Ohio and Trax Construction Co. ("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

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 \$1,455,549.00.

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.

TRAX CONSTRUCTION CO.



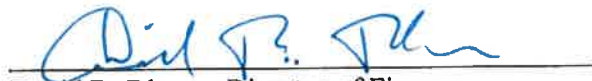
Christopher R. Valletto, President

VILLAGE OF CHAGRIN FALLS



Mayor William Tomko

I hereby certify that funds in the amount of One Million Four Hundred Fifty Five Thousand Five Hundred Fourty Nine and 00/100 Dollars (\$1,455,549.00) 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 POLICE**

- 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

Trax Construction Company, 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 Trax Construction Company, 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	\$ <u>0</u>
Penalties	\$ <u>0</u>
Interest	\$ <u>0</u>

TRAX CONSTRUCTION CO.



Christopher R. Valletto, President

AFFIDAVIT

OF COMPLIANCE WITH OHIO REVISED CODE SECTION 3517.13


STATE OF OHIO

COUNTY OF CUYAHOGA

CHRISTOPHER R. VALUETTO being duly sworn deposes and states as follows:

- I am duly authorized to make the statements contained herein on behalf of TRAX CONSTRUCTION COMPANY ("the Contracting Party").
- 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 OHIO
 - Labor organization
- 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.
- I understand that a false representation on this certification will incur penalties pursuant to 3517.992(R)(3).

Affiant further sayeth naught.

By: 
CHRISTOPHER R. VALUETTO
 Title: PRESIDENT

SWORN TO BEFORE ME and subscribed in my presence this 1st day of AUGUST, 2018.


 Notary Public
 My commission expires 2021
 RICHARD GAPINSKI
 NOTARY PUBLIC
 STATE OF OHIO
 COMM. EXPIRES
 04-11-2021

ESCROW WAIVER

In accordance with a certain Contract between the Village of Chagrin Falls, Ohio, (hereinafter referred to as "the Owner") and Trax Construction Co., (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.

TRAX CONSTRUCTION CO.



Christopher R. Valletto, President

VILLAGE OF CHAGRIN FALLS



David B. Bloom, Director of Finance

NOTICE TO PROCEED

Project: Wellfield-Greenbrier Water Transmission Main

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

To: Trax Construction Co.
30701 Euclid Avenue
Wickliffe, Ohio 44092

Date: AUGUST 21, 2018

You are hereby notified to commence work in accordance with the Contract. All work shall be completed by;

SUBSTANTIAL COMPLETION: JUNE 15, 2019
RESTORATION AND LANDSCAPING: OCTOBER 15, 2019.

VILLAGE OF CHAGRIN FALLS



Rob Jamieson, Chief Administrative Officer