

**ORDINANCE NO. 2018-83
INTRODUCED BY: MR. NEWELL**

4158

**AN ORDINANCE
AUTHORIZING THE MAYOR TO ENTER INTO A
CONTRACT WITH ECLIPSE COMPANIES, LLC FOR
REPLACEMENT OF THE WATER MAINS, SEWER MAINS
AND STREET SURFACE OF RIVER STREET AND WEST
STREET AND DECLARING AN EMERGENCY.**

WHEREAS, the Village has determined that the water mains, sewer mains and street surface on River Street and West Street should be replaced ("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 Eclipse Companies, LLC of Chagrin Falls, Ohio in the amount of \$671,113.50 in accordance with their bid; and

WHEREAS, the Village desires to enter into a Contract with Eclipse Companies, LLC for replacement of the water mains, sewer mains and street surface on River Street and West Street 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 Eclipse Companies, LLC in the amount of \$671,113.50 to provide for the Project to be performed 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.

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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 replacement of the water mains, sewer mains and street surface on River Street and West Street 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: December 10, 2018



Karl Maersch, Council President

Submitted to the Mayor for
his approval on this

11 day of December, 2018

Approved by the Mayor this

11 day of December, 2018



Mayor William Tomko

I hereby certify that Ordinance No. 2018- 83 was duly enacted on the 10 day of December, 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**

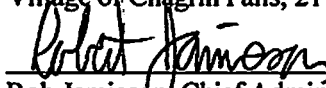
State of Ohio)
) SS:
County of Cuyahoga)

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 JANUARY 7, ~~2018~~. 2019
2. The Public Authority will be commencing a public improvement identified as follows:
River and West Street Improvements
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	Eclipse Companies, LLC 11554 East Washington St. Chagrin Falls, Ohio 44128	United States Fire Insurance Company 305 Madison Ave. Morristown, NJ 07962

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, Chief Administrative Officer

SWORN TO before me and subscribed in my presence this 7 day of JANUARY, ~~2018~~. 2019

 [SEAL]

Notary Public

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

DEBORAH A. BOSWORTH
NOTARY PUBLIC • STATE OF OHIO
Recorded in Cuyahoga County
My commission expires Aug. 26, 2023

NOTICE OF AWARD

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

PROJECT: RIVER AND WEST STREET IMPROVEMENTS

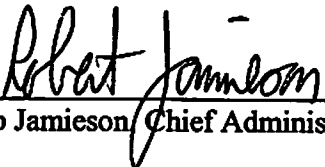
You are notified that your Bid which was opened on 12/04/18 has been accepted for items in the amount of \$671,113.50 at the unit bid prices as reflected in the bid tabulation contained herein.

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

1-7-19
Date

ACKNOWLEDGMENT

ECLIPSE COMPANIES, LLC



Jennifer Agresta, President CEO

12-19-18
Date

CONTRACT

FOR RIVER AND WEST STREET IMPROVEMENTS

THIS AGREEMENT, made and entered into at Chagrin Falls, Ohio, this 7 day of JANUARY, ²⁰¹⁹~~2018~~, by and between the Village of Chagrin Falls ("OWNER"), Ohio and Eclipse Companies, 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 \$500.00, 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 \$671,113.50.

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

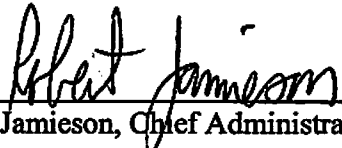
IN WITNESS WHEREOF: The parties hereunto affixed their signature the day and year first mentioned above.

ECLIPSE COMPANIES, LLC



Jennifer Agresta, President CEO

VILLAGE OF CHAGRIN FALLS



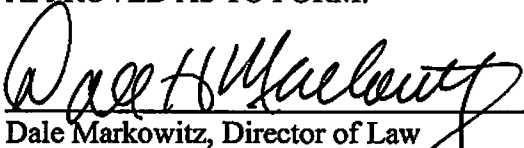
Rob Jamieson, Chief Administrative Officer

I hereby certify that funds in the amount of Six Hundred Seventy One Thousand One Hundred Thirteen and 50/100 Dollars (\$671,113.50) 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

ESCROW WAIVER

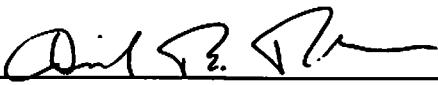
In accordance with a certain Contract between the Village of Chagrin Falls, Ohio, (hereinafter referred to as "the Owner") and Eclipse Companies, LLC, (hereinafter referred to as "the Contractor") it is mutually agreed by and between the parties hereto that because of the short-term duration of the within 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 COMPANIES, LLC



Jennifer Agresta, President CEO

VILLAGE OF CHAGRIN FALLS



David B. Bloom, Director of Finance

NOTICE TO PROCEED

Project: River and West Street Improvements

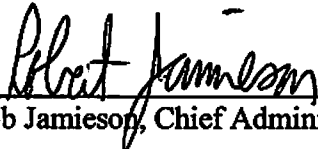
Owner: Village of Chagrin Falls
21 West Washington Street
Chagrin Falls, Ohio 44022

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

Date: 1-7-19

You are hereby notified to commence work in accordance with the Contract. All work shall be completed by May 24, 2019.

VILLAGE OF CHAGRIN FALLS



Rob Jamieson, Chief Administrative Officer