

ORDINANCE NO. 2023-17 FIRST READING March 27, 2023  
INTRODUCED BY: CHRIS BELL SECOND READING WAIVED  
THIRD READING WAIVED

**ORDINANCE APPROVING THE AGREEMENT WITH GRADE LINE, INC. FOR THE CONSTRUCTION OF THE VILLAGE OF SOUTH RUSSELL'S CHILlicothe ROAD CULVERT REPLACEMENT PROJECT, AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE VILLAGE OF SOUTH RUSSELL, AND DECLARING AN EMERGENCY.**

**WHEREAS**, the Village of South Russell awarded the bid for the Chillicothe Road Culvert Replacement project in the Village of South Russell ("Project") to Grade Line, Inc. pursuant to motion made, seconded, and votes carried at the regular meeting of the Council of the Village of South Russell on March 13, 2023; and

**WHEREAS**, Council desires to enter into an agreement with Grade Line, Inc. for the construction of the Village of South Russell's Chillicothe Road Culvert Replacement project.

**NOW, THEREFORE, BE IT ORDAINED** by the Council of the Village of South Russell, Geauga County, Ohio that:

**SECTION 1.** The Agreement for the Construction of the Village of South Russell's Chillicothe Road Culvert Replacement project ("Agreement") with Grade Line, Inc., attached hereto and incorporated herein as **Exhibit A**, and which Agreement will also be part of the Bid Book, is hereby approved.

**SECTION 2.** The Mayor is hereby authorized to execute the Agreement on behalf of the Village of South Russell.

**SECTION 3.** It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees on or after December 2, 1975, that resulted in formal actions, were in meetings open to the public in compliance with all legal requirements, including Section 121.22, Ohio Revised Code.

**SECTION 4.** 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 to allow the commencement of the construction of the Project to begin immediately; 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.



\_\_\_\_\_  
Mayor - President of Council

ATTEST:

Danielle Romanowski  
Fiscal Officer

I certify that Ordinance No. 2023-17 was duly enacted on the 27<sup>th</sup> day of MARCH, 2023, by the Council of the Village of South Russell, and published in accordance with the Codified Ordinances of the Village.

Danielle Romanowski  
Fiscal Officer

NOTICE OF AWARD

TO: Grade Line, Inc.  
P. O. Box 805  
Chardon, Ohio 44024

PROJECT: CHILLICOTHE ROAD CULVERT REPLACEMENT

You are notified that your Bid which was opened on 2/24/23 has been accepted for items in the amount of \$147,918.00 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 SOUTH RUSSELL

\_\_\_\_\_  
William Koons, Mayor

ACKNOWLEDGMENT

GRADE LINE, INC.

\_\_\_\_\_  
James K. Shale, Secretary/Treasurer

\_\_\_\_\_  
Date

CONTRACT

FOR CHILLICOTHE ROAD CULVERT REPLACEMENT

THIS AGREEMENT, made and entered into at South Russell, Ohio, this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the Village of South Russell ("OWNER"), Ohio and Grade Line, 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. 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 \$147,918.00.

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.

GRADE LINE, INC.

\_\_\_\_\_  
James K. Shale, Secretary/Treasurer

VILLAGE OF SOUTH RUSSELL

\_\_\_\_\_  
William Koons, Mayor

I hereby certify that funds in the amount of One Hundred Forty-Seven Thousand Nine Hundred Eighteen and 00/100 Dollars (\$147,918.00) 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.

\_\_\_\_\_  
Danielle Romanowski, Fiscal Officer

APPROVED AS TO FORM:

\_\_\_\_\_  
Bridey Matheney, Solicitor

**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 \_\_\_\_\_ )

Grade Line, Inc., having been awarded a contract by the Village of South Russell, 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 Geauga County, Ohio.

If such charge for delinquent personal property tax exists on the General Tax List of Personal Property for Geauga 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 South Russell, Ohio, and Grade Line, Inc., 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                                      \$ \_\_\_\_\_

GRADE LINE, INC.

\_\_\_\_\_  
James K. Shale, Secretary/Treasurer

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
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 \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_



ESCROW AGREEMENT FOR CONTRACTOR'S RETAINAGE

In accordance with a certain Contract between the Village of South Russell, Ohio, (hereinafter referred to as "the Owner") and Grade Line, Inc., (hereinafter referred to as "the Contractor"), an Escrow Agent is hereby appointed to hold funds arising out of the Owner's agreement to pay retainage into an escrow fund, said Agent to be:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

All retained funds will be placed with the above Escrow Agent from the date your Contract is certified as being 50% complete pursuant to Sections 153.13, and 153.14 and 153.63 Ohio Revised Code.

During the time the aforementioned retained funds are in the custody of the Escrow Agent, the Escrow Agent has authority to invest the escrow funds in the classes of securities listed below which, in the judgment of the Escrow Agent, allow for the least risk to capital preservation and provide for a reasonable income. The income from investment of the escrowed funds shall be accumulated in the escrow account.

- (a) Obligation issued or guaranteed as to interest and principal by the government of the United States, or obligations of the State of Ohio or any political subdivision thereof;
- (b) Obligations including certificates of deposit of any national bank located in this State and/or any bank as defined by Section 1101.01, O.R.C.;
- (c) Repurchase agreements fully secured by obligations of any kind specified in clauses (a) and (b) above; or
- (d) Interest in any money market fund or trust, the investments of which are generally restricted to obligations of any of the kind specified in clauses (a) through (c) above.

The Escrow Agent shall hold the escrowed principal and interest until receipt of notice from the Owner, or until receipt of an Arbitration Order or an Order of the Court of Claims, or other appropriate courts, specifying the amount of the escrowed principal to be released and the person to whom it is to be released. Upon receipt of such a request or order, the Escrow Agent shall, within 30 days, pay such amount of principal and interest earned on the retainage to the Contractor less the Escrow Agent's fee.

It is understood that the Escrow Agent shall have no duties, obligations, or liabilities hereunder other than to hold and invest said funds and to deliver them in accordance with the provisions hereof.

GRADE LINE, INC.

\_\_\_\_\_  
James K. Shale, Secretary/Treasurer

VILLAGE OF SOUTH RUSSELL

\_\_\_\_\_  
Danielle Romanowski, Fiscal Officer

ESCROW WAIVER

In accordance with a certain Contract between the Village of South Russell, Ohio, (hereinafter referred to as "the Owner") and Grade Line, Inc., (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.

GRADE LINE, INC.

\_\_\_\_\_  
James K. Shale, Secretary/Treasurer

VILLAGE OF SOUTH RUSSELL

\_\_\_\_\_  
Danielle Romanowski, Fiscal Officer

DRAFT

NOTICE TO PROCEED

Project: Chillicothe Road Culvert Replacement

Owner: Village of South Russell  
5205 Chillicothe Road  
South Russell, Ohio 44022

To: Grade Line, Inc.  
P. O. Box 805  
Chardon, Ohio 44024

Date: \_\_\_\_\_

You are hereby notified to commence work in accordance with the Contract. All work shall be completed by June 16, 2023.

VILLAGE OF SOUTH RUSSELL

\_\_\_\_\_  
William Koons, Mayor

REV. 3/2021