

ORDINANCE NO.	<u>2024- 35</u>	FIRST READING	<u>April 8, 2024</u>
		SECOND READING	<u>WAIVED</u>
INTRODUCED BY:	<u>CHRIS BELL</u>	THIRD READING	<u>WAIVED</u>

ORDINANCE AUTHORIZING THE MAYOR AND FISCAL OFFICER TO ENTER INTO AN AGREEMENT WITH SPECIALIZED CONSTRUCTION, INC. TO PERFORM THE 2024 VILLAGE ROAD PROGRAM IN THE AMOUNT OF \$316,075 AND DECLARING AN EMERGENCY.

WHEREAS, the Village of South Russell solicited bids for its 2024 Road Program, which were opened on March 29, 2024; and

WHEREAS, the Village of South Russell's engineer recommended that the bid be awarded to Specialized Construction, Inc.; and

WHEREAS, by motion of Council on APRIL 8, 2024, the Village of South Russell awarded such bid for the 2024 Road Program to Specialized Construction, Inc.

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

SECTION 1: The Mayor and Fiscal Officer are hereby authorized to enter into an agreement with Specialized Construction, Inc. for the 2024 Village Road Program in the amount of \$316,075, which agreement is in substantially similar form as attached hereto and incorporated herein by reference as **Attachment 1**. A copy of the full agreement is on file at the Office of the Fiscal Officer at the Village Hall.

SECTION 2: 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 any of its committees on or after December 2, 1975, that resulted in formal action, were in meetings open to the public in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

SECTION 3: This Ordinance is declared to be an emergency, necessary for the reason that it is anticipated that the contractor may be able to begin work within the next thirty (30) days.



 Mayor - President of Council

ATTEST:



 Fiscal Officer

I certify that Ordinance No. 2024-35 was duly enacted on the 8th day of April 2024, by the Council of the Village of South Russell, and published in accordance with the Codified Ordinances of the Village.

Danella Romanowski
Fiscal Officer

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

State of Ohio)
) SS:
County of Geauga)

William Koons, Mayor (the "Affiant"), being first duly sworn, says that:

1. Affiant is the Mayor of the Village of South Russell, at 5205 Chillicothe Road, South Russell, Ohio for a contract executed on May 3 , 2024.
2. The Public Authority will be commencing a public improvement identified as follows:
2024 Pavement Program
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	Specialized Construction, Inc. 711 Harvard Avenue Cuyahoga Heights, Ohio 44105	Nationwide Mutual Insurance Company 1100 Locust Street Des Moines, IA 50391

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: William Koons, Mayor, at the Village of South Russell, 5205 Chillicothe Road, South Russell, Ohio 44022.

William J. Koons
William Koons, Mayor

SWORN TO before me and subscribed in my presence this 3RD day of MAY, 2024.

Danielle Romanowski [SEAL]
Notary Public

Prepared by:

CT Consultants, Inc.
8150 Sterling Court
Mentor, Ohio 44060



Danielle Romanowski
NOTARY PUBLIC - OHIO
Gauga County
MY COMMISSION EXPIRES 01/29/2027

NOTICE OF AWARD

TO: Specialized Construction, Inc.
711 Harvard Avenue
Cuyahoga Heights, Ohio 44105

PROJECT: 2024 PAVEMENT PROGRAM

You are notified that your Bid which was opened on 3/29/24 has been accepted as the lowest and best bid for items in the amount of \$316,075.00 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

SPECIALIZED CONSTRUCTION, INC.



David Gadosik, Secretary

CONTRACT

FOR 2024 PAVEMENT PROGRAM

THIS CONTRACT, made and entered into at South Russell, Ohio, this 3rd day of May, 2024, by and between the Village of South Russell ("OWNER"), Ohio and Specialized Construction, 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 the CONTRACTOR 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 \$316,075.00.

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

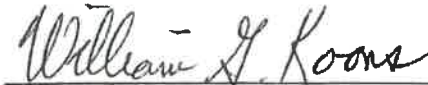
IN WITNESS WHEREOF: The OWNER and CONTRACTOR hereunto affixed their signature the day and year first mentioned above.

SPECIALIZED CONSTRUCTION, INC.



David Gadosik, Secretary

VILLAGE OF SOUTH RUSSELL



William Koons, Mayor

I hereby certify that funds in the amount of Three Hundred Sixteen Thousand Seventy-Five and 00/100 Dollars (\$316,075.00) 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**
Owner Named as Insured

- 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 OHIO)
) SS
COUNTY OF CUYAHOGA)

Specialized Construction, 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 Specialized Construction, 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	\$ <u> - </u>
Penalties	\$ <u> - </u>
Interest	\$ <u> - </u>

SPECIALIZED CONSTRUCTION, INC.

David Gadosik
David Gadosik, Secretary

Subscribed and sworn to before me this 3RD day of MAY, 2024.

Kristen Kenaga
Notary Public

My Commission Expires: 4-14-29



Kristen Kenaga
Notary Public, State of Ohio
My Commission Expires:
April 14, 2029

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 Specialized Construction, 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.

SPECIALIZED CONSTRUCTION, INC.

Not Applicable – Contractor Signed Escrow Waiver

Brian Gadosik, Secretary

VILLAGE OF SOUTH RUSSELL

Not Applicable – Contractor Signed Escrow Waiver

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 Specialized Construction, 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.

SPECIALIZED CONSTRUCTION, INC.



David Gadosik, Secretary

VILLAGE OF SOUTH RUSSELL



Danielle Romanowski, Fiscal Officer

NOTICE TO PROCEED

Project: 2024 Pavement Program

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

To: Specialized Construction, Inc.
711 Harvard Avenue
Cuyahoga Heights, Ohio 44105

Date: _____

You are hereby notified to commence work in accordance with the Contract. All work shall be completed by September 6, 2024.

VILLAGE OF SOUTH RUSSELL



William Koons, Mayor