

**COUNCIL OF THE  
VILLAGE OF HIGHLAND HILLS**

**ORDINANCE NO. 2024-43**

For the July 10, 2024  
Council Meeting

Introduced by: Mayor Michael L. Booker

Supported by:

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER AND EXECUTE A CONTRACT WITH ALLIED DOOR SYSTEMS, LLC FOR INSTALLATION OF ADA COMPLIANT AUTOMATIC DOOR OPENERS ON CERTAIN DOORS AT THE SHAKER HOUSE, AND DECLARING AN EMERGENCY.**

**WHEREAS**, The Village was awarded a grant by Cuyahoga County for the purpose of upgrading the entrance doors to the Shaker House to make them ADA compliant, and

**WHEREAS**, The Properties Director sought and obtained three bids for the project and along with the Mayor has determined that awarding a contract to Allied Door Systems, LLC is the best responsible bidder, and

**WHEREAS**, this Council desires to approve and authorize the contract with Allied Door Systems, LLC for upgrading the Shaker House to be ADA compliant for an amount not to exceed \$42,015.00.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF HIGHLAND HILLS, OHIO:**

Section 1: Council hereby approves and accepts the bid of Allied Door Systems, LLC as reviewed and recommended by the Properties Director and the Mayor for an amount not to exceed \$42,015.00.

Section 2: Council hereby authorizes Mayor to enter and execute a contract with Allied Door Systems, LLC in substantially the same form and terms as set forth in Exhibit A attached hereto and incorporated herein by reference.

Section 3: That the Mayor and President of Council are hereby authorized to sign the agreement and any other related documents regarding the work, subject to the terms of the contract with Allied Door Systems, LLC.

Section 4: Council finds and determines that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an orderly meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were conducted in meetings open to the public and in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 5: This Ordinance is declared to be an emergency measure necessary to provide for the immediate preservation of the public peace, health, safety and welfare of the inhabitants of the Village of Highland Hills, and for the reason it is necessary to immediately move forward with this project without delay to install ADA compliant door opening equipment at the Shaker House and for the reason it is necessary to complete the project in a timely manner to comply with time constraints imposed on the grant funds from the County, and provided it receives the affirmative vote of two-third (2/3) of all members elected to Council, it shall take effect and be in force from and after the earliest period allowed by law.

Passed in Council this 10th day of July, 2024.

First Reading  Second Reading \_\_\_\_\_ Third Reading \_\_\_\_\_

Vote: Pride  yea \_\_\_ nay \_\_\_ Greene  yea \_\_\_ nay \_\_\_ Mills  yea \_\_\_ nay \_\_\_  
McManus  yea \_\_\_ nay \_\_\_ Wright  yea \_\_\_ nay \_\_\_

Cassandra Pride  
Cassandra Pride  
President of Council

7/10/24  
Date

Attest: Margaret Sikon  
Margaret Sikon, Clerk of Council

7/10/24  
Date

Filed with the Mayor: \_\_\_\_\_

7/11/24  
Date

Approved By: Michael L. Booker  
Michael L. Booker, Mayor

7/11/24  
Date

**AGREEMENT BETWEEN  
THE VILLAGE OF HIGHLAND HILLS, OHIO  
AND  
ALLIED DOOR SYSTEMS, LLC**

This agreement is entered into by and between the Village of Highland Hills, Ohio (the "Village"), a political subdivision of the State of Ohio organized under the Constitution and Laws of the State of Ohio, and Allied Door Systems, LLC, a limited liability corporation, with its principal office located at 27100 Richmond Road, Suite 7B, Solon, Ohio 44139 (the "Contractor"), for and in consideration of the promises, covenants, and conditions hereinafter set forth.

WHEREAS, the Village is a Chartered political subdivision of the State of Ohio organized under the Constitution and Laws of the State of Ohio, and

WHEREAS, Contractor is engaged in the business of providing the services described in this Agreement, as an independent contractor, has the knowledge, skill, and resources to provide such services, and desires to perform such services for or on behalf of the Village, and

WHEREAS, the Village is willing to retain Contractor to provide such services in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

**1. EFFECTIVE DATE, TERM AND TERMINATION.**

(a). Effective Date, Term. This Agreement shall be **effective** from and commence on upon execution of both parties and shall continue through December 31, 2024 or completion of project, unless earlier terminated pursuant to Section 1(b).

(b). Termination. This Agreement shall terminate upon the occurrence of one of the following events:

- (i) Failure for any reason by the Contractor to fulfill obligations under this Agreement;
- (ii) By a non-breaching party in the event of a breach of any term of this Agreement by another party (defined as failure by a party to fulfill the work, services, activities, obligations and/or requirements of such party as described in this Agreement and any exhibits hereto), and such other party's failure to cure such breach within thirty (30) days after written notice from the non-breaching party specifying the nature of the breach;
- (iii) Upon (sixty) 60 days written notice by either party for any reason.

(c). If this Agreement is terminated by either party prior to completion, then, within twenty (20) days of the submission of such notice, Contractor shall submit a certified final progress report establishing the percentage of work completed as of the date of cancellation. The Village will

pay the Contractor for the work completed as certified in the final progress report, subject to the provisions of this Agreement.

(d) The parties agree to communicate thirty (30) days prior to the expiration of this agreement regarding renewal.

(e) Upon the expiration or the termination of this Agreement, the obligations of the parties shall cease, except for such obligations that were incurred prior to the effective date of termination or that expressly survive expiration and termination.

## **2. SCOPE OF WORK.**

The scope of work or services (SOW) to be provided is found in Exhibit A, attached hereto and incorporated herein fully by reference. The Contractor shall successfully perform and complete: 1) the work, services, activities, and requirements as described in the scope of the project as explained in Exhibit A.

## **3. PAYMENT.**

The Village shall make one payment to the Contractor of the full price of the contract as shown on Exhibit A not to exceed \$42,015.00 upon completion of the project and acceptance of the work by the Village. Payment shall be submitted to the Contractor within thirty days of completion.

## **4. NO ASSIGNMENT, TRANSFER, OR SUBCONTRACT.**

In performing the services specified under the terms of this Agreement, the Contractor shall not assign, transfer, delegate any of the work or services, nor subcontract the work out to any other entity, nor shall any subcontractor commence performance of any part of the work or services included in this Agreement without obtaining the prior written consent of the Village.

## **5. INDEPENDENT CONTRACTOR.**

No agency, employment, joint venture or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this agreement. Inasmuch as the Village is interested in the Contractor's end product, the Village does not control the manner in which the Contractor performs this contract. The Village is not liable for the workers' compensation or unemployment compensation payments required by Chapters 4123 and 4141 of the Ohio Revised Code, respectively. In addition, the Contractor assumes responsibility for all tax liabilities that result from compensation paid to the Contractor by the Village. The Village will report any payment made under this contract to the Internal Revenue Service on Form 1099.

No provision contained in this contract shall be construed as entitling the Contractor to participate in hospital plans, medical plans, sick leave benefits, vacation, and other benefits available to employees of the Village or to become a member of the Public Employees Retirement System (Chapter 145 of the Ohio Revised Code.).

## **6. INDEMNIFICATION.**

The Contractor agrees to indemnify and hold the Village, all of its departments, agents and employees harmless from any and all liabilities, obligations, claims, costs and expenses caused by or resulting from the Contractor's performance or nonperformance of the obligations or activities contemplated by this Agreement.

The Contractor shall reimburse the Village, all of its departments, agents and employees for any judgments or liens which may be obtained against the Village, all of its departments, agents and employees resulting from the Contractor's performance or nonperformance of the obligations or activities contemplated by this Agreement, including judgments or liens for infringements of intellectual property rights of third parties.

The Contractor agrees to defend the Village, all of its departments, agents and employees against any such claims, legal actions, or liens if called upon by the Village to do so. The Contractor acknowledges that this Agreement involves the use of public funds and as such is subject to audit by public agencies granting funds to the Village. The Contractor shall fully indemnify and repay the Village for any reimbursed costs of the Contractor which are subsequently disallowed by the funding public agencies and which must be refunded by the Village to such agencies.

## **7. INSURANCE.**

Contractor will at all times during the Term and for a period of three (3) years after the expiration or termination of this Agreement, at its own cost and expense, carry, maintain, and have in force, covering all matters, claims, and losses associated with this Agreement and the performance of the Services, the minimum insurance and coverage limits set forth in Exhibit B, and Contractor will comply with all other requirements set forth in Exhibit B.

## **8. UNRESOLVED FINDING FOR RECOVERY.**

Ohio Revised Code Section 9.24 prohibits the award of a contract to any party against whom the Auditor of the State has issued a finding for recovery, if the finding for recovery is "unresolved" at the time of the award. By executing this contract, the Contractor warrants that it is not now, and will not become subject to an "unresolved" finding for recovery under the Ohio revised Section 9.24.

## **9. PROHIBITED AFFILIATIONS; SUSPENSION AND DEBARMENT:**

Contractor certifies, represents, and warrants that (a) none of the Contractor Parties is suspended and/or debarred from doing business with state and/or federal government programs and (b) all Contractor Parties have been cleared of debarment from the following websites, prior to executing this contract and/or providing the services described herein to the Village:

- \* <http://www.sam.gov/>
- \* <http://oig.hhs.gov/fraud/exclusions.asp>

Contractor will check these websites on a monthly basis during the Term with regard to the Contractor Parties. If Contractor is notified of or otherwise becomes aware of a suspension and/or debarment during the Term, Contractor will notify the Village of such suspension and/or debarment as soon as practicable, but in no event later than five (5) days after Contractor becomes aware of such occurrence.

#### **10. COMPLIANCE WITH CONTRACTOR EMPLOYEE WHISTLEBLOWER PROTECTIONS**

Congress has enacted Pub. L. 112-239, January 2, 2013 which mandates a pilot program entitled, "Pilot Program for Enhancement of Contractor Employee Whistleblower Protections." Pursuant to this law, the Contractor shall certify that it is in compliance with this law which certification shall verify that the Contractor did require all of its grantees, their subgrantees and subcontractors to:

1. Inform their employees working on any Federal award they are subject to the whistleblower rights and remedies of the pilot program;
2. Inform their employees in writing of employee whistleblower protections under 41 U.S.C. 4712 in the predominant native language of the workforce; and,
3. Contractors and grantees will include such requirements in any agreement made with a subcontractor or subgrantee.

#### **11. NOTICES.**

All notices, invoices and correspondence which may be necessary or proper for either party shall be addressed as follows:

**TO THE VILLAGE:**  
Village of Highland Hills  
Attention: Collin Sullivan, Properties Director  
3700 Northfield Rd., Suite 3  
Highland Hills, Ohio 44122

**FOR THE CONTRACTOR:**  
Allied Door Systems, LLC  
27100 Richmond Rd., Suite 7B  
Solon, Ohio 44139  
Attn:

#### **12. EFFECT OF ELECTRONIC SIGNATURE**

By entering into this contract, Contractor agrees on behalf of itself, its officers, employees, subcontractors, subgrantees, agents or assigns, that this transaction may be conducted by electronic means by agreeing that all documents requiring signatures by the Contractor and/or the Village may be executed by electronic means, and that the electronic signatures affixed by CCBH and/or the Contractor to said documents shall have the same legal effect as if that signature was manually affixed to a paper version of the document. Contractor also agrees to be

bound by the provisions of Chapter 1306 of the Ohio Revised Code as it pertains to electronic transactions.

### **13. APPLICABLE LAW AND VENUE**

Any and all matters of dispute between the Parties to this Agreement whether arising from the Agreement itself or arising from alleged extra contractual facts prior to, during, or subsequent to the Agreement, including without limitation, fraud, misrepresentation, negligence, or any other alleged tort or violation of the contract, will be governed by, construed, and enforced in accordance with the Laws of the State of Ohio, without regard to the conflict of laws or the legal theory upon which such matter is asserted.

### **14. SEVERABILITY.**

If any provision hereof shall be determined to be invalid or unenforceable, such determination shall not affect the validity of the other provisions of this Agreement. Moreover, any provisions that should survive the expiration or termination will survive the expiration or termination of this agreement.

### **15. AMENDMENT**

This Agreement shall not be modified except by the express written consent by both parties hereto.

### **16. ASSIGNMENT**

No part of this Agreement may be assigned, delegated, or subcontracted by any Party to any other person or third party without the prior written approval of the other parties.

### **17. WAIVER.**

Waiver by either party or the failure by either party to claim a breach of any provision of this Agreement shall not be deemed to constitute a waiver or estoppel with respect to any subsequent breach of any provision hereof.

### **18. FORCE MAJEURE.**

Neither party shall be liable for any delay nor failure to perform any duty or obligation it may have pursuant to this Agreement where such delay or failure has been occasioned by any act of God, fire, strike, inevitable accident, war or any cause outside the party's reasonable control.

### **19. COUNTERPARTS**

This Agreement may be executed in several counterparts, each of which shall be deemed to be an original copy, and all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties shall not have signed the same counterpart.

### **20. ENTIRE AGREEMENT.**

This Agreement constitutes the entire agreement of the parties with respect to its subject matter, and supersedes all prior and contemporaneous agreements, representations or understandings, whether written or oral, as to the same.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representative to be effective as of the Effective Date as specified in Section 1 of this agreement.

**FOR THE VILLAGE:**

\_\_\_\_\_  
Michael L. Booker  
Mayor  
Date: \_\_\_\_\_

Approved as to form.  
Village of Highland Hills  
Law Director

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

**FOR THE CONTRACTOR:**

\_\_\_\_\_  
Name  
Title  
Date: \_\_\_\_\_



**EXHIBIT A**  
**SCOPE OF WORK**

## EXHIBIT B INSURANCE REQUIREMENTS

The Contractor shall maintain, at its own expense, throughout the period of the Contract and any extensions thereof, the following minimum insurance coverages of the types and in the amounts described below that are applicable to the scope of work being performed:

**1. Workers Compensation and Employer's Liability Insurance.** Contractor must carry Workers' Compensation Insurance (including occupational disease) in compliance with Workers' Compensation statutes of any applicable jurisdiction in which the Work is to be performed. For the attainment of Workers Compensation in monopolistic states, including Ohio, coverage must be secured through the state fund. If Contractor is a qualified self-insurer in compliance with the laws of the state, this is also acceptable. A certificate of compliance from the appropriate workers' compensation bureau or Village must be provided with the certificate of insurance.

Contractor must also carry Employer's Liability Insurance with minimum limits of \$500,000 each accident; \$500,000 for disease (per employee); and \$500,000 for disease (policy limit).

**2. Commercial General Liability Insurance.** Contractor must carry Commercial General Liability Insurance written on ISO form CG 00 01 10 01 (or its equivalent) with limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability coverage shall be maintained for at least two years after completion of Contractor's work performed under this contract.

**3. Commercial Auto Liability Insurance.** Contractor shall carry Commercial Automobile Liability Insurance covering all owned, leased and non-owned vehicles used in connection with the work to be performed under this contract, if any, with limits of not less than \$1,000,000 combined single limit per accident for bodily injury and property damage.

**4. Requirements common to all policies.**

a. Contractor shall be solely responsible for reimbursing any deductible amount to the insurer, even if payment is being made on behalf of VILLAGE as an additional insured on Contractor's policy. Any deductibles or self-insured retentions in excess of \$10,000 must be disclosed and approved in writing by VILLAGE.

b. Contractor waives all rights of recovery it may otherwise have against VILLAGE (including its directors, officers, affiliates and employees) to the extent these damages are covered by any of Contractor's insurance policies as required in this contract.

c. All insurance required hereunder shall be placed with insurers that have a minimum A.M. Best's rating of A-/VIII and shall be insurers authorized to do business in the state of Ohio.

d. A certificate(s) of insurance showing that Contractor's insurance coverage is in compliance with the insurance requirements set forth below must be completed by the

Contractor's insurance agent, broker, or insurance company, and provided to VILLAGE. All certificates (other than Ohio workers' compensation) shall provide for thirty (30) days written notice to VILLAGE prior to cancellation or non-renewal of any insurance referred to therein. The certificate shall reference VILLAGE's status as an additional insured under both the General Liability and Auto policies.

e. Failure of VILLAGE to request certificate(s) or other evidence of full compliance with these insurance requirements (or failure of VILLAGE to identify and/or object to a deficiency in the certificate(s) that is/are provided by Contractor) shall not be construed as a waiver of Contractor's obligations to maintain such insurance. VILLAGE shall have the right, but not the obligation, to prohibit Contractor from beginning performance under this contract until such certificates or other evidence that insurance has been placed in complete compliance with the above insurance requirements is received and approved by VILLAGE. Contractor shall provide certified copies of all insurance policies required above within ten (10) days of Contractor request from VILLAGE.

f. By requiring insurance herein, VILLAGE does not represent that coverage and limits will necessarily be adequate to protect Contractor, and such coverage limits shall not be deemed as a limitation on Contractor's liability for services provided to or on behalf of VILLAGE.





**Quote# 2781**

Date 4/28/2024

*Commercial Automatic and Manual Pedestrian Doors.*

Allied Door Systems LLC  
 27100 Richmond Road Suite 7B  
 Solon, Ohio 44139  
 Phone: (216) 587-2100  
 Email: info@allieddoorsystems.com

Name / Address
Highland Hills 3700 Northfield Road Highland, Ohio 44120 Erich Stubbs 216-394-2070 EStubbs@VHHOhio.org

Job Site Location
10 - ADA Ops

Quantity	Description	Total
	Scope of Work: (1) New Install (2) Supply and Install components itemized below (3) Adjust the door as necessary for the new component(s) (4) Lubricate all moving parts (5) Verify that the all is functioning properly after the installation is complete	
	// Main Front, Police Door, North Door, Barber Shop, 3700, 3720 LH and Parking Lot Doors	
9	MA Operator (LH x Clear x 36" x Push x LE) //3200 RH	26,100.00
1	MA Operator (RH x Clear x 36" x Push x LE)	2,900.00
3	Ballard Post	2,190.00
1	36" threshold (2 Bollard added)	90.00
11	Push Plate Package - Touchless (Hand-Wave) - We absorbed most of the additional cost	4,400.00
10	Standard labor - We absorbed the additional labor for wiring Touchless Push Plates	5,250.00
5	Truck Charge - As courtesy we cut the truck charge in half	350.00
	Freight	550.00
	Misc Parts - Additional wire, conduit needed	185.00

NOTE: This Quote is valid for 30 days. After which we will need to re-Quote. Exterior door labor rates increase during the winter months, as it is more difficult to perform the same level of work and we may need to utilize heaters and enclosing tarps.

**Total** 42,015.00