

**COUNCIL OF THE
VILLAGE OF HIGHLAND HILLS**

ORDINANCE NO. 2024-46

For the September 3, 2024
Special Council Meeting

Introduced by: Mayor Michael L. Booker

Supported by:

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER AND EXECUTE A CONTRACT WITH R.J. PLATTEN CONTRACTING COMPANY FOR CONSTRUCTION OF CONCRETE SITE IMPROVEMENTS AT THE VILLAGE FIRE STATION PROPERTY FOR THE GATHERING SPACE PROJECT, AND DECLARING AN EMERGENCY.

WHEREAS, the Village Council previously authorized the Mayor to apply for a grant from Cuyahoga County under the Community Development Block Grant Program for constructing a new Gazebo at the Gathering Place at the Highland Hills Fire Department property; and

WHEREAS, the application was submitted to the County and the Village was awarded a reimbursable grant of \$150,000.00 for this project; and

WHEREAS, The Village Engineer was authorized to seek bids and obtained several bids for the project and the bids were opened, tallied and reviewed by the Village Board of Control with the Board of Control recommending awarding the contract to R. J. Platten Contracting Company as the best responsible bidder in an amount not to exceed \$176,243.00 with the Village ultimately responsible for any amount over the grant amount, and

WHEREAS, this Council desires to approve and authorize the contract to R. J. Platten Contracting Company as the best responsible bidder in an amount not to exceed \$176,243.00

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 R. J. Platten Contracting Company as the best responsible bidder in an amount not to exceed \$176,243.00.

Section 2: Council hereby authorizes Mayor to enter and execute a contract with R. J. Platten Contracting Company in substantially the same form and terms as set forth in Exhibit A attached hereto and incorporated herein by reference. That the Mayor is hereby authorized to sign any other related documents regarding the work, subject to the terms and conditions of the contract with R. J. Platten Contracting Company.

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

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 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-thirds (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.

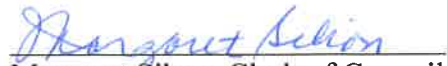
Passed in Council this 3rd day of September, 2024.

First Reading ✓ Second Reading _____ Third Reading _____

Vote: Pride ✓ yea ___ nay ___ Greene ✓ yea ___ nay ___ Mills ✓ yea ___ nay ___
McManus ✓ yea ___ nay ___ Wright ✓ yea ___ nay ___


Cassandra Pride
President of Council


9/3/24
Date

Attest: 
Margaret Sikon, Clerk of Council

9/3/24
Date

Filed with the Mayor: ✓

9/11/24
Date

Approved By: 
Michael L. Booker, Mayor

9/11/24
Date

**VILLAGE OF HIGHLAND HILLS
CONTRACT FORM**

The Contract, as evidenced by this Contract Form, made by and between Specialized Construction (the "Contractor") and the Village of Highland Hills, (the "Village"), duly created, existing and operating under its Charter, ordinances, and resolutions.

In consideration of the mutual promises herein contained, the Village and Contractor agree as set forth below:

ARTICLE 1

- 1.1 The Contractor shall perform the entire Work described in the Contract Documents and reasonably inferable by the Contractor as necessary to produce the results intended by the Contract Documents, for:

CONCRETE SITE IMPROVEMENTS FOR THE GATHERING SPACE
GENERAL CONTRACT

ARTICLE 2

- 2.1 The Village shall pay the Contractor for the performance of the Contract, subject to additions and deductions as provided in the Contract Documents, the amount of \$XXX,XXX (the "Contract Price"), based upon the Bid Form, dated XXXXXX X, submitted by the Contractor.
- 2.2 The Contract Price shall be paid in current funds by the Village upon Applications for Payment submitted by the Contractor and approved by the Village as provided in the Contract Documents.

ARTICLE 3

- 3.1 The Contractor shall diligently prosecute the Work and shall complete all Work so that Final Acceptance occurs on or before FORTY-FIVE (45) consecutive days from the initial date of construction, following the receipt of the Notice of Commencement or prior to October 31, 2024, whichever comes first, unless an extension of time is granted by the Village in accordance with the Contract Documents. The period of time established by the preceding sentence is referred to herein as the time for Contract Completion.
- 3.2 It is understood and agreed that all Work to be performed under the Contract shall be completed within the established time for Contract Completion, and that each applicable portion of the Work shall be completed upon the respective milestone completion date unless the Contractor timely requests and the Village grants an extension of time in accordance with the Contract Documents.

Upon failure to have all Work completed within the period of time above specified, or failure to have the applicable portion of the Work completed upon any milestone completion date, the Village shall be entitled to retain or recover from the Contractor, as Liquidated Damages, and not as a penalty, the applicable amount set forth in the following table for each and every day thereafter until Contract Completion or the date of completion of the applicable portion of the Work, unless the Contractor timely requests and the Village grants an extension of time in accordance with the Contract Documents.

LIQUIDATED DAMAGES

<u>Contract Amount</u>	<u>Milestone Completion</u>	<u>Contract Completion</u>
\$0 to \$50,000	\$100	\$150
more than \$50,000 to \$150,000	\$200	\$250
more than \$150,000 to \$500,000	\$300	\$500
more than \$500,000 to \$2,000,000	\$700	\$1,000
more than \$2,000,000 to \$5,000,000	\$1,500	\$2,000
more than \$5,000,000 to \$10,000,000	\$2,000	\$2,500
more than \$10,000,000	\$2,500	\$3,000

The amount of Liquidated Damages is agreed upon by and between the Contractor and the Village because of the impracticability and extreme difficulty of ascertaining the actual amount of damage the Village and its taxpayers would sustain.

ARTICLE 4

- 4.1 The Contract Documents embody the entire understanding of the parties and form the basis of the Contract between the Village and the Contractor. The Contract Documents shall be incorporated by reference into this Contract Form as if fully rewritten herein.
- 4.2 The Contract and any modifications, amendments or alterations thereto shall be governed, construed, and enforced by and under the laws of the State of Ohio.
- 4.3 If any term or provision of the Contract, or the application thereof to any Person or circumstance, is finally determined, to be invalid or unenforceable by a court of competent jurisdiction, the remainder of the Contract or the application of such term or provision to other Persons or circumstances, shall not be affected thereby, and each term and provision of the Contract shall be valid and enforced to the fullest extent permitted by law.
- 4.4 The Contract shall be binding on the Contractor and Village, their successors, and assigns, in respect to all respective covenants and obligations contained in the Contract Documents, but the Contract may not be assigned by the Contractor without the prior written consent of the Village.

ARTICLE 5

- 5.1 This Contract Form has been executed in several counterparts, each of which shall constitute a complete original Contract Form, which may be introduced in evidence or used for any other purpose without production of any other counterparts.

IN WITNESS WHEREOF, the parties hereto have executed this Contract Form.

CONTRACTOR

Date: _____

By: _____
(Authorized Signature)

(Contractor Name)

(Print Name & Title)

VILLAGE OF HIGHLAND HILLS

Date: _____

By: _____
MICHAEL L. BOOKER

Mayor

By: _____
MARGARET SIKON
Clerk of Council

APPROVAL:

The legal form and correctness of the instrument is
hereby approved.

THOMAS O'DONNELL

Law Director

**VILLAGE OF HIGHLAND HILLS
CERTIFICATE OF FUNDS**

In the Matter of: Contract with _____

IT IS HEREBY CERTIFIED that the moneys required to meet the obligations of the Village of Highland Hills under the foregoing Contract have been lawfully appropriated for such purposes and are in the treasury of the Village of Highland Hills or are in the process of collection to an appropriate fund, free from any previous encumbrances.

Dated: _____, 20 _____

VILLAGE OF HIGHLAND HILLS

By: _____
ARMINA NEWTON
Director of Finance