

RESOLUTION No.

419-20

BY: Director Spronz

BOARD OF CONTROL

Received 10-29-2020

Approved 11-3-2020

Adopted 11-4-2020

Stephanie M. ...
Secretary

BE IT RESOLVED BY THE BOARD OF CONTROL OF THE CITY OF CLEVELAND, that the bid of Perk Company, Inc. for the public improvement of E. 105th Street Rehabilitation (Greenlawn Ave. to North City Limits), all bid items, for the Division of Engineering and Construction, Mayor’s Office of Capital Projects, received on October 7, 2020, under the authority of Ordinance No. 635-19, passed by Cleveland City Council on June 3, 2019, upon a unit price basis for the improvement, in the aggregate amount of \$5,958,904.73, is affirmed and approved as the lowest responsible bid, and the Director of Capital Projects is authorized to enter into contract for the improvement with the bidder.

BE IT FURTHER RESOLVED that the employment of the following subcontractors by Perk Company, Inc. for the above-mentioned public improvement is approved:

Trafftech, Inc.....	\$199,531.00 (3.3%)
Tech Ready Mix, Inc.....	\$1,109,500.00 (18.6%)
Cuyahoga Supply and Tool.....	\$445,050.00 (7.5%)
PGT Construction, Inc.....	\$268,300.00 (4.5%)

Yeas: Directors Langhenry, Dumas, Davis, Kennedy, Interim Director Kimball, Acting Directors Coulter, Wackers, Directors West, McNamara, Donald

Nays: None

Absent: Mayor Jackson, Directors Cox, Ebersole

(City Contract No.)
AGREEMENT

ORIGINAL

Public Improvement

75-20

(Purchases and Supplies File No.)

THIS AGREEMENT is made on February 8, 2021 by the CITY OF CLEVELAND ("City"), through its Director of Mayor's Office of Capital Projects, under the authority of Chapter 185 of the Codified Ordinances of Cleveland, Ohio, 1976, Ordinance No. 635-19 passed by the Council of the City on 6/3/2019, and Board of Control Resolution No. 419-20, adopted 11/4/2020, and Perk Co., Inc ("Contractor"), a/an Ohio Corporation doing business as _____, a sole proprietorship.

RECITALS:

1. Contractor has offered to perform certain work and furnish certain materials, supplies, equipment, and services necessary to accomplish the work and/or construction, or make the improvement described above for the City.
2. The City has accepted Contractor's offer and desires to execute a written contract with Contractor for accomplishment of the work and/or construction and/or making the improvement, under the terms, conditions, and provisions of this Agreement.

In consideration of the foregoing, the payments, and their mutual promises, the City and Contractor, each for itself, its representatives, successors and assigns, agree as follows:

Contractor shall perform and furnish to the City the materials, supplies, equipment, and/or services necessary to accomplish the following work and/or construction or to make the following improvement:

for the public improvement of E. 105th Street Rehabilitation (Greenlawn Ave. to North City Limits), all bid items, for the Division of Engineering and Construction, Mayors Office of Capital Projects

for the consideration of \$ 5,958,904.73.

The Invitation to Bid, the General Conditions, the Specifications and all addenda, the Bid, any Bond, the non-collusion affidavit, any policies of insurance, the above-cited ordinance(s), Board of Control resolution(s), and all provisions of law, City Charter, or Codified Ordinance required to be part of this Agreement, whether attached or not, are incorporated and made part of it as if fully rewritten, and constitute this Agreement. The parties have executed this Agreement as of the first date written above.

CONTRACTOR

THE CITY OF CLEVELAND

Perk Co., Inc
By: [Signature]
(Authorized Signature)
Anthony Cifani
(Printed Name)
Title Secretary/Treasurer
Date January 5, 2021

By: [Signature]
Matthew Spronz
(Printed Name)
Director of Mayor's Office of Capital Projects
Date January 27, 2021

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. PERK COMPANY, INC	
2 Business name/disregarded entity name, if different from above N/A	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. 8100 GRAND AVE STE. 300	Requester's name and address (optional)
6 City, state, and ZIP code CLEVELAND, OHIO 44104	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
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or									
Employer identification number									
<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table>					<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table>				

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out Item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶ Cue Cue	Date ▶ 10/7/2020
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (Interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

ALL BIDDERS ARE REQUIRED TO SUBMIT WITH THEIR BID
THE FOLLOWING INFORMATION

Please fill in :

Contractor PERK COMPANY, INC.
Vendor Number 800 216-391-1444
Vendor Fax Number 216-391-2233
Vendor Email Address estimating@perkcompany.com
Federal Tax Payers I.D. Number 34-1722690

For all Corporations

Or

Owners Social Security Number _____
(For Individuals and Partnerships who do
not have Federal Tax Payers I.D. numbers)

PLEASE INCLUDE ABOVE INFORMATION WHEN SUBMITTING YOUR BID

NOTE: Sections 181.23 and 185.04 of The Codified Ordinances of Cleveland, Ohio 1976 require that this affidavit, properly executed and containing all required information, accompany your bid. IF YOU FAIL TO COMPLY, YOUR BID WILL NOT BE CONSIDERED.

STATE OF Ohio
COUNTY OF Cuyahoga } SS AFFIDAVIT
ANTHONY CIFANI being first duly

sworn deposes and says:

~~Individual only:~~ That he/she is an individual doing business under the name of _____
at _____, in the City of _____
State of _____

~~Partnership only:~~ That he/she is the duly authorized representative of a partnership doing business under the name of _____
in the City of _____
State of _____

Corporation only: That he/she is the duly authorized, qualified and acting SECRETARY/TREASURER of PERK COMPANY, INC., a corporation organized and existing under the laws of the State of OHIO;

~~Individual only:~~ and that said individual, said partnership or said corporation, is filing herewith a bid to the City of Cleveland in conformity with the foregoing specifications; Affiant further says that the following is a complete and accurate list of the names and addresses of all persons interested in said proposed contract: _____

~~Affiant further says that he/she is represented by the following attorneys:~~ _____

~~and is also represented by the following resident agents in the City of Cleveland:~~ _____

~~Partnership only:~~ Affiant further says that the following is a complete and accurate list of the names and addresses of the members of said partnership: _____

~~Affiant further says that said partnership is represented by the following attorneys:~~ _____

~~and is also represented by the following resident agents in the City of Cleveland:~~ _____

Corporation only:

Affiant further says that the following is a complete and accurate list of the officers, directors and attorneys of said corporation:

President JOSEPH A. CIFANI Directors: JOSEPH A. CIFANI
 Vice President N/A ANTHONY J. CIFANI
 Secretary ANTHONY J. CIFANI
 Treasurer ANTHONY J. CIFANI
 Cleveland Manager or Agent KEVIN COVELL
 Attorneys AUDRA J. ZARLENGA, ESQ.

And that the following officers are duly authorized to execute contracts on behalf of said corporation:

JOSEPH A. CIFANI

ANTHONY J. CIFANI

Affiant further says that the bid filed herewith is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that said bidder has not, directly or indirectly, induced or solicited any other bidder to put in a false or sham bid, and has not, directly or indirectly, colluded, conspired, connived or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of said bidder or of any other bidder, or to fix any overhead, profit, or cost element of such bid price or that of any other bidder, or to secure any advantage against the City of Cleveland or anyone interested in the proposed contract; that all statements contained in such bid are true; that said bidder has not, directly or indirectly, submitted his bid price or any break-down thereof or the contents thereof, or divulged information or data relative thereto, or paid or agreed to pay, directly or indirectly, any money, or other valuable consideration for assistance or aid rendered or to be rendered in procuring or attempting to procure the contract above referred to, to any corporation, partnership, company, association, organization, or to any member or agent thereof, or to any other individual, except to such person or persons as hereinabove disclosed to have a partnership or other financial interest with said bidder in his general business; and further that said bidder will not pay or agree to pay, directly or indirectly, any money or other valuable consideration to any corporation, partnership, company, association, organization or to any member or agent thereof, or to any other individual, for aid or assistance in securing contract above referred to in the event the same is awarded to _____

PERK COMPANY, INC.

(name of individual, partnership or corporation)

Further affiant said not.

(Sign Here) 

Sworn to before me and subscribed in my presence this

7th

day of October

2020



Notary Public

PAULA M VASICKANIN
Notary Public
State of Ohio
My Comm. Expires
August 26, 2025



NOTE: THIS BID MUST BE SIGNED IN THE SPACE INDICATED. ERASURES MAY INVALIDATE THIS BID.

CITY OF CLEVELAND

BID - UNIT PRICE

To:

The Commissioner of Purchases and Supplies:

BID FOR East 105th Street Rehabilitation - Greenlawn

Avenue to North City Limits

for the Department of MAYOR'S OFFICE OF CAPITAL PROJECTS

The Undersigned certifies that he has carefully examined the Contract Documents as defined in the General Conditions of the Invitation to Bid and has inspected the site of the projected work.

The Undersigned declares that the amount and nature of the work to be done is understood, and that at no time will misunderstanding of the Contract Documents be pleaded.

On the basis of the Contract Documents the Undersigned proposes to furnish all necessary apparatus, machinery, tools and other means of construction, to do all the work and furnish all the materials in the manner specified, to finish the entire project within the time hereinafter proposed, and to accept as full compensation therefor the sum of the various products obtained by multiplying each unit price herein bid for the work or materials, by the quantities thereof incorporated in the completed project as determined by the City.

The Undersigned further proposes to execute the Contract Agreement and to furnish satisfactory bond within five (5) days, excluding Saturdays, Sundays and holidays, after notice of award of contract has been received.

The Undersigned further proposes to begin work as specified in the General Conditions set forth in the Invitation to Bid, and to complete the work at the time fixed by the Director, which is 12 MONTHS FROM THE DATE OF NOTICE TO PROCEED.

The Undersigned understands that the quantities in the following schedule are approximate only, and agrees that the Director reserves the right to increase or diminish, or to omit entirely any of the quantities of items as therein stated without claim for damages for loss of anticipated profit.

The Undersigned deposits with this Bid a Bid Bond to the City of Cleveland signed by a surety company authorized to do business in Ohio, in the sum of \$ 5% TOTAL AMOUNT OF BID AMOUNT INCLUDING ALTERNATES or a cashier's check or certified check on a solvent bank in the sum of \$ _____ payable to the City of Cleveland, as security that if he be awarded the contract, he will enter into a written contract and secure the performance of the same by a bond of an approved surety company authorized to do business in Ohio and satisfactory to the Director of Law, in the sum equal to the total price bid and in conformity with the provisions of The Codified Ordinances of the City of Cleveland.

The Undersigned further agrees that if the Bid is accepted and contract awarded and he shall fail to execute said contract and furnish the satisfactory bond, as required, within the time above specified, then the City may, at its option, declare the contract abandoned and this Bid null and void. Thereupon the penal sum of the Bid Bond shall become due to the City, or the certified or cashier's check shall be forfeited to and become the property of the City, as liquidated damages. Otherwise, the Bid Bond or the certified or cashier's check, or the amount of such check shall be returned to the Undersigned.

The Undersigned further certifies that he (as an individual, firm or corporation making this Bid) is not in arrears or default to the City of Cleveland upon any debt or contract, nor is a defaulter as surety or otherwise upon any obligation to said City, nor has failed to perform faithfully any previous contract with said City and that there is no suit or claim pending as to any such arrears or default.

The Undersigned represents that he (if an individual) and all of the partners in the partnership (if a partnership), are citizens of the United States of America.

The Undersigned agrees to be bound by this Bid until 60 DAYS
(insert date).

THE UNDERSIGNED UNDERSTANDS THAT THE CITY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS.

SIGN HERE

X Anthony Cifani
ANTHONY CIFANI
SECRETARY/TREASURER
Title of Officer

The firm, corporation, or individual name MUST BE SIGNED IN SPACE INDICATED.

8100 GRAND AVE, STE. 300
Business Address of Bidder
CLEVELAND, OHIO 44104
OHIO

If the Bidder is a firm, or corporation the title of the officer signing and the State in which incorporated must be indicated.

State where incorporated



City of Cleveland
Frank G. Jackson, Mayor

Department of Finance
Division of Purchases & Supplies
601 Lakeside Avenue, Room 128
Cleveland, Ohio 44114-1080
216/664-2620 • Fax: 216/664-2177
www.cleveland-oh.gov

October 2, 2020

ADDENDUM #1

BID TITLE: File No. 75-20 East 105th Street Greenlawn Avenue to North City Limits

BIDS DUE DATE: Wednesday, October 7, 2020 at 12:00 pm Noon Local Time

Attention Bidders:

We have been requested to issue the addendum for the following:

PLEASE NOTE THE FOLLOWING CLARIFICATIONS TO THE CONTRACT DOCUMENTS:

SPECIFICATIONS BOOK CLARIFICATIONS / REVISIONS

Schedule of Items Revision:

Reference No. 33, EROSION CONTROL, AS PER PLAN, has changed to include a unit price of \$1.00. The bid quantity shall remain the same.

CONSTRUCTION PLAN REVISIONS/CLARIFICATIONS

The Traffic Signal Note on Plan Sheet 143 for VEHICULAR SIGNAL HEAD, (LED), YELLOW, BY SECTION, 12" LENS, 1-WAY, WITH BACKPLATE, AS PER PLAN has been revised to include the removal of the existing item.

The Traffic Signal Note on Plan Sheet 144 for PEDESTRIAN SIGNAL HEAD, (LED), TYPE D2, COUNTDOWN, AS PER PLAN has been revised to include the removal of the existing item.

Addendum #1: File No. 75-20 East 105th Street Greenlawn Avenue to North City Limits



City of Cleveland
Frank C. Jackson, Mayor

Department of Finance
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In response to the contractor questions regarding construction plans and specifications, the following clarifications are given:

Question #1:

Will an engineer's estimate for the project be provided?

Answer #1:

The City does not provide engineer's estimates for bid projects.

Question #2:

Can 4" HDPE pipe be used in lieu of the 4" DIP for the temporary bypass?

Answer #2:

4" HDPE pipe may not be used in lieu of the 4" DIP for the temporary bypass.

Question #3:

Reference No. 101 is a Track Removed item and Reference No. 103 is a 255 Repair item. Should Ref. No. 103 be a 305 Concrete Base item?

Answer #3:

Reference No. 103 is Item 255- Full Depth Pavement Removal and Rigid Replacement, As Per Plan will be used for pavement repairs for the sewer work, including saw cutting, pavement removal, aggregate base, and concrete base replacement. Please refer to the plan notes on plan sheet 16 for Item 202-Track Removed, As Per Plan for further information on this item.

Question #4:

How will the removal of the existing Vehicular (8) and Pedestrian (8) Signals at the E-105th St. and St Clair Ave. intersection be paid?

Answer #4:

Please see revised plan sheets No. 143 and 144. The intent is for the removal to be included with the bid item.

Addendum #1: File No. 75-20 East 105th Street Greenlawn Avenue to North City Limits



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Frank G. Jackson, Mayor

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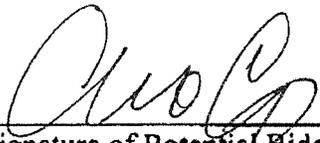
Question #5:

Bid Item No. 33, EROSION CONTROL, AS PER PLAN, should have a unit price of \$1.00. Please review the published Schedule of Items.

Answer #5:

Please see the revised the published Schedule of Items (Pages 1-19) with the revision to Bid Item No. 33.

Also, please acknowledge receipt of this addendum by faxing directly to my attention at (216) 664-2275 or via email to purchasing@city.cleveland.oh.us and jgilliam@city.cleveland.oh.us.

	<i>PERK COMPANY, INC</i>	<i>10/7/2020</i>
Signature of Potential Bidder & Name of Company		Today's Date
<i>ANTHONY CIFANI, PERK COMPANY, INC.</i>		

Thank you,

Jules Gilliam, Buyer
Division of Purchases & Supplies

Cc: Commissioner Tiffany White-Johnson, Division of Purchases & Supplies
Purchasing Supervisor Deborah Midgett, Division of Purchases & Supplies

Addendum #1: File No. 75-20 East 105th Street Greenlawn Avenue to North City Limits



City of Cleveland
Frank G. Jackson, Mayor

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Attachments: Addendum #1 Cover Sheet – (Four) 4 Pages; Revised Bid Schedule of Items – (Nineteen) 19 Pages, Traffic Signal Notes – (Two) 2 Pages.

Total: Twenty-Five (25) Pages

Addendum #1: File No. 75-20 East 105th Street Greenlawn Avenue to North City Limits

Page 4 of 4

CITY OF CLEVELAND, MAYOR'S OFFICE OF CAPITAL PROJECTS, DIVISION OF ENGINEERING AND CONSTRUCTION
 EAST 105TH STREET REHABILITATION (GREENLAWN AVENUE TO NORTH CITY LIMITS)
 SCHEDULE OF ITEMS - ADDENDUM NO. 1 BID NO. 75-20

REF NO.	DESCRIPTION	UNIT	TOTAL QUANTITY	UNIT COST	ITEM TOTAL
ROADWAY					
1	ITEM 201 - CLEARING AND GRUBBING, AS PER PLAN	-	LS	\$2,000.00	\$2,000.00
2	ITEM 202 - PAVEMENT REMOVED, AS PER PLAN, AS PER D-15	SY	4,700	\$1.00	\$4,700.00
3	ITEM 202 - PAVEMENT REMOVED FOR DRIVES, AS PER PLAN, AS PER D-15	SY	1,120	\$13.00	\$14,560.00
4	ITEM 202 - WALK REMOVED, AS PER PLAN	SF	50,723	\$1.50	\$76,084.50
5	ITEM 202 - CURB REMOVED, AS PER PLAN	FT	6,592	\$7.00	\$46,144.00
6	ITEM 202 - CURB REMOVED FOR REUSE, GRANITE, AS PER PLAN	FT	443	\$12.00	\$5,316.00
7	ITEM 202 - PIPE REMOVED, 24" AND UNDER	FT	49	\$35.00	\$1,715.00
8	ITEM 202 - CATCH BASIN REMOVED	EACH	3	\$300.00	\$900.00
9	ITEM 202 - MONUMENT ASSEMBLY REMOVED	EACH	4	\$10.00	\$40.00
10	ITEM 202 - POLE REMOVED, AS PER PLAN, AS PER D-18	EACH	5	\$100.00	\$500.00
11	ITEM 202 - REMOVAL MISC.: CONCRETE PLANTER REMOVAL AND DISPOSAL OR RESETTING	EACH	4	\$650.00	\$2,600.00
12	ITEM 202 - TRACK REMOVED, AS PER PLAN, AS PER D-17	SY	100	\$35.00	\$3,500.00

signature

Charly Peak Co Inc

Addendum No. 1 Bid. No. 75-20 Page 1 of 19

date

10-7-20

CITY OF CLEVELAND, MAYOR'S OFFICE OF CAPITAL PROJECTS, DIVISION OF ENGINEERING AND CONSTRUCTION
 EAST 105TH STREET REHABILITATION (GREENLAWN AVENUE TO NORTH CITY LIMITS)

SCHEDULE OF ITEMS - ADDENDUM NO. 1 BID NO. 75-20

REF NO.	DESCRIPTION	UNIT	TOTAL QUANTITY	UNIT COST	ITEM TOTAL
13	ITEM 203 - EXCAVATION	CY	510	\$1.00	\$510.00
14	ITEM 203 - EMBANKMENT	CY	20	\$18.00	\$360.00
15	ITEM SPECIAL - BACKFILL MATERIAL - FLOWABLE FILL, AS PER D-31	CY	250	\$15.00	\$3,750.00
16	ITEM 204 - SUBGRADE COMPACTION	SY	5,672	\$1.00	\$5,672.00
17	ITEM 204 - PROOF ROLLING	HOUR	8	\$1.00	\$8.00
18	ITEM 204 - GEOTEXTILE FABRIC, TYPE D, 712.09	SY	200	\$3.00	\$600.00
19	ITEM 608 - 4" CONCRETE WALK, AS PER PLAN, AS PER D-23 AND D-24	SF	51,876	\$6.75	\$350,163.00
20	ITEM 608 - 6" CONCRETE WALK, AS PER PLAN, AS PER D-23 AND D-24	SF	108	\$7.00	\$756.00
21	ITEM 608 - 8" CONCRETE WALK, AS PER PLAN, AS PER D-23 AND D-24	SF	2,862	\$9.00	\$25,758.00
22	ITEM 608 - CURB RAMP, AS PER PLAN, AS PER D-75	CORNER	41	\$2,500.00	\$102,500.00
23	ITEM 623 - MONUMENT ASSEMBLY, AS PER PLAN, AS PER D-40	EACH	7	\$750.00	\$5,250.00
24	ITEM 623 - MONUMENT BOX ADJUSTED TO GRADE, AS PER PLAN, AS PER D-41	EACH	14	\$650.00	\$9,100.00

signature Quo Cypc Fent Co Fnc

date 10-7-20

CITY OF CLEVELAND, MAYOR'S OFFICE OF CAPITAL PROJECTS, DIVISION OF ENGINEERING AND CONSTRUCTION
 EAST 105TH STREET REHABILITATION (GREENLAWN AVENUE TO NORTH CITY LIMITS)
 SCHEDULE OF ITEMS - ADDENDUM NO. 1 BID NO. 75-20

REF NO.	DESCRIPTION	UNIT	TOTAL QUANTITY	UNIT COST	ITEM TOTAL
25	ITEM SPECIAL - UNDERCUTTING SUBGRADE AND SUBBASE, AS PER D-16	CY	100	\$1.00	\$100.00
	SUBTOTAL ROADWAY				\$662,586.50
	EROSION CONTROL				
26	ITEM 653 - 4" TOPSOIL FURNISHED AND PLACED	CY	185	\$55.00	\$10,175.00
27	ITEM 659 - SOIL ANALYSIS TEST	EACH	1	\$1.00	\$1.00
28	ITEM 659 - SEEDING AND MULCHING, CLASS 1	SY	1,164	\$2.50	\$2,910.00
29	ITEM 659 - COMMERCIAL FERTILIZER, AS PER D-68	TON	0.23	\$850.00	\$195.50
30	ITEM 659 - LIME	ACRE	0.34	\$650.00	\$221.00
31	ITEM 659 - WATER FOR SEEDING, AS PER D-67	MGAL	9	\$20.00	\$180.00
32	ITEM 832 - STORM WATER POLLUTION PREVENTION PLAN	-	LS	\$1,750.00	\$1,750.00
33	ITEM 832 - EROSION CONTROL, AS PER PLAN, AS PER D-22	EACH	15,000	\$1.00	\$15,000.00
	SUBTOTAL EROSION CONTROL				\$30,432.50

signature *Charles Feak Co Inc*

date 10-7-20

CITY OF CLEVELAND, MAYOR'S OFFICE OF CAPITAL PROJECTS, DIVISION OF ENGINEERING AND CONSTRUCTION
 EAST 105TH STREET REHABILITATION (GREENLAWN AVENUE TO NORTH CITY LIMITS)

SCHEDULE OF ITEMS - ADDENDUM NO. 1 BID NO. 75-20

REF NO.	DESCRIPTION	UNIT	TOTAL QUANTITY	UNIT COST	ITEM TOTAL
34	ITEM 605 - 6" UNCLASSIFIED PIPE UNDERDRAINS WITH GEOTEXTILE FABRIC, AS PER D-42	FT	6,580	\$1.00	\$6,580.00
35	ITEM 605 - AGGREGATE DRAINS	FT	50	\$1.00	\$50.00
36	ITEM 611 - 6" CONDUIT, TYPE F FOR UNDERDRAIN OUTLETS	FT	390	\$1.00	\$390.00
37	ITEM 611 - 12" CONDUIT, TYPE B, AS PER PLAN, AS PER D-32	FT	251	\$75.00	\$18,825.00
38	ITEM 611 - CATCH BASIN, CITY OF CLEVELAND CB-1, AS PER PLAN, AS PER D-34	EACH	31	\$3,312.00	\$102,672.00
39	ITEM 611 - CATCH BASIN, CITY OF CLEVELAND CB-2, AS PER PLAN, AS PER D-34	EACH	2	\$4,645.00	\$9,290.00
40	ITEM 611 - CATCH BASIN ADJUSTED TO GRADE, AS PER PLAN, AS PER D-39	EACH	23	\$750.00	\$17,250.00
41	ITEM 611 - VAULT / MANHOLE ADJUSTED TO GRADE, AS PER PLAN, AS PER D-39 (WPC DRAINAGE)	EACH	12	\$750.00	\$9,000.00
42	ITEM SPECIAL - MISCELLANEOUS METAL (WPC), AS PER D-72	LB	29,000	\$1.20	\$34,800.00
43	ITEM 611 - DRAINAGE STRUCTURE, MISC.: UTILITY TEST HOLE	EACH	13	\$950.00	\$12,350.00
44	ITEM SPECIAL - CORING FOR STORM SEWERS	EACH	4	\$330.00	\$1,320.00

Signature:  Paul P. Park Co Inc

date: 10-7-20

CITY OF CLEVELAND, MAYOR'S OFFICE OF CAPITAL PROJECTS, DIVISION OF ENGINEERING AND CONSTRUCTION
 EAST 105TH STREET REHABILITATION (GREENLAWN AVENUE TO NORTH CITY LIMITS)
 SCHEDULE OF ITEMS - ADDENDUM NO. 1 BID NO. 75-20

REF NO.	DESCRIPTION	UNIT	TOTAL QUANTITY	UNIT COST	ITEM TOTAL
45	ITEM SPECIAL - FILL AND PLUG EXISTING CONDUIT	FT	100	\$125.00	\$12,500.00
46	ITEM SPECIAL - CLEAN AND TELEWISE SEWER, AS PER D-37	FT	1,100	\$1.00	\$1,100.00
	SUBTOTAL DRAINAGE				\$226,127.00
	PAVEMENT				
47	ITEM 251 - PARTIAL DEPTH PAVEMENT REPAIR, AS PER PLAN	SY	525	\$10.00	\$5,250.00
48	ITEM 254 - PAVEMENT PLANING, ASPHALT OR CONCRETE (3.25" UNIFORM PLANING), AS PER PLAN	SY	9,765	\$2.59	\$25,291.35
49	ITEM 254 - PAVEMENT PLANING, ASPHALT OR CONCRETE (4" UNIFORM PLANING), AS PER PLAN	SY	13,803	\$3.62	\$49,966.86
50	ITEM 254 - PAVEMENT PLANING, ASPHALT OR CONCRETE (T=1.5" TO 2.5"), AS PER PLAN	SY	1,892	\$2.50	\$4,730.00
51	ITEM 254 - PATCHING PLANED SURFACE	SY	200	\$0.10	\$20.00
52	ITEM 255 - FULL DEPTH PAVEMENT REMOVAL AND RIGID REPLACEMENT, AS PER PLAN	SY	750	\$200.00	\$150,000.00
53	ITEM 304 - 6" AGGREGATE BASE, AS PER PLAN	CY	785	\$1.00	\$785.00
54	ITEM 305 - 9" CONCRETE BASE, AS PER D-23 AND D-24	SY	4,700	\$25.00	\$117,500.00

signature *Joe G. Park Co Inc*

date 10-7-20

CITY OF CLEVELAND, MAYOR'S OFFICE OF CAPITAL PROJECTS, DIVISION OF ENGINEERING AND CONSTRUCTION
 EAST 105TH STREET REHABILITATION (GREENLAWN AVENUE TO NORTH CITY LIMITS)

SCHEDULE OF ITEMS - ADDENDUM NO. 1 BID NO. 75-20

REF NO.	DESCRIPTION	UNIT	TOTAL QUANTITY	UNIT COST	ITEM TOTAL
55	ITEM 407 - TACK COAT, 702.13	GAL	2,578	\$2.45	\$6,316.10
56	ITEM 407 - NON-TRACKING TACK COAT	GAL	2,548	\$3.00	\$7,644.00
57	ITEM 441 - 1 1/2" ASPHALT CONCRETE SURFACE COURSE, TYPE 1, (448), PG64-22, AS PER PLAN, AS PER D-29	SY	1,892	\$7.08	\$13,395.36
58	ITEM 441 - 1 1/2" ASPHALT CONCRETE SURFACE COURSE, TYPE 1, (448), PG70-22M, AS PER PLAN, AS PER D-29	SY	23,568	\$7.71	\$181,709.28
59	ITEM 441 - 0" MIN. ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 1, (448), PG64-22, AS PER PLAN, AS PER D-29	CY	410	\$154.00	\$63,140.00
60	ITEM 441 - 1 3/4" ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 2, (448), PG64-22, AS PER D-29	SY	23,568	\$6.51	\$153,427.68
61	ITEM 441 - ASPHALT CONCRETE, MISC.: SURFACE REPAIR BEHIND DRIVES AND WALKS (448), AS PER D-29	CY	70	\$250.00	\$17,500.00
62	ITEM 452 - 6" NON-REINFORCED CONCRETE PAVEMENT, AS PER PLAN, AS PER D-23 AND D-24	SY	22	\$110.00	\$2,420.00
63	ITEM 452 - 8" NON-REINFORCED CONCRETE PAVEMENT, AS PER PLAN, AS PER D-23 AND D-24	SY	621	\$100.00	\$62,100.00
64	ITEM 609 - CURB, TYPE 6, AS PER PLAN, AS PER D-23 AND D-24	FT	6,814	\$32.00	\$218,048.00
65	ITEM 609 - CURB RESET, GRANITE, AS PER PLAN	FT	443	\$35.00	\$15,505.00
66	ITEM SPECIAL - SURCHARGE FOR CLASS MS CONCRETE, AS PER D-25	CY	150	\$1.00	\$150.00

signature: *Anna C. Pink Co Inc*

date: 10-7-20

CITY OF CLEVELAND, MAYOR'S OFFICE OF CAPITAL PROJECTS, DIVISION OF ENGINEERING AND CONSTRUCTION
 EAST 105TH STREET REHABILITATION (GREENLAWN AVENUE TO NORTH CITY LIMITS)

SCHEDULE OF ITEMS - ADDENDUM NO. 1 BID NO. 75-20

REF NO	DESCRIPTION	UNIT	TOTAL QUANTITY	UNIT COST	ITEM TOTAL
67	ITEM SPECIAL - SURCHARGE FOR CLASS FS CONCRETE, AS PER D-26	CY	150	\$2.00	\$300.00
	SUBTOTAL PAVEMENT				\$1,095,198.63
	ELECTRIC				
68	ITEM 611 - VAULT / MANHOLE ADJUSTED TO GRADE, AS PER D-39 (CPP)	EACH	10	\$950.00	\$9,500.00
	SUBTOTAL ELECTRIC				\$9,500.00
	WATERWORK				
69	ITEM 202 - PIPE REMOVED, 24" AND UNDER	FT	3,514	\$2.00	\$7,028.00
70	ITEM 202 - VALVE BOX REMOVED	EACH	19	\$25.00	\$475.00
71	ITEM 202 - TRACK REMOVED, AS PER PLAN, AS PER D-17	SY	1,000	\$25.00	\$25,000.00
72	ITEM 255 - FULL DEPTH PAVEMENT REMOVAL AND RIGID REPLACEMENT, AS PER PLAN	SY	2,803	\$75.00	\$210,225.00
73	ITEM 611 - VAULT / MANHOLE ADJUSTED TO GRADE, AS PER D-39 (CWD)	EACH	11	\$650.00	\$7,150.00
74	ITEM 611 - VAULT / MANHOLE RECONSTRUCTED TO GRADE, AS PER D-39 (CWD)	EACH	3	\$950.00	\$2,850.00

signature *Chris Co* *Fent Co Inc*

date 10-7-20

CITY OF CLEVELAND, MAYOR'S OFFICE OF CAPITAL PROJECTS, DIVISION OF ENGINEERING AND CONSTRUCTION
 EAST 105TH STREET REHABILITATION (GREENLAWN AVENUE TO NORTH CITY LIMITS)
 SCHEDULE OF ITEMS - ADDENDUM NO. 1 BID NO. 75-20

REF NO.	DESCRIPTION	UNIT	TOTAL QUANTITY	UNIT COST	ITEM TOTAL
75	ITEM 638 - VALVE BOX ADJUSTED TO GRADE, AS PER D-39	EACH	45	\$650.00	\$29,250.00
76	ITEM 638 - SERVICE BOX ADJUSTED TO GRADE, AS PER D-39	EACH	6	\$125.00	\$750.00
77	ITEM 638 - FIRE HYDRANT REMOVED, AS PER PLAN	EACH	13	\$250.00	\$3,250.00
78	ITEM 638 - WATER WORK, MISC.: DIVISION OF WATER CHARGES	DOLLARS	11,500	\$1.00	\$11,500.00
79	ITEM 638 - 8" WATER MAIN DIP CLASS 52 PUSH ON JOINTS AND FITTINGS AND RETAINED MECHANICAL JOINT FITTINGS, COMPLETE IN PLACE, AS PER PLAN	FT	624	\$159.00	\$99,216.00
80	ITEM 638 - 12" WATER MAIN DIP CLASS 52 PUSH ON JOINTS AND FITTINGS AND RETAINED MECHANICAL JOINT FITTINGS, COMPLETE IN PLACE, AS PER PLAN	FT	2,971	\$142.70	\$423,961.70
81	ITEM 638 - 8" GATE VALVE WITH VALVE BOX, COMPLETE IN PLACE, AS PER PLAN	EACH	12	\$1,013.10	\$12,157.20
82	ITEM 638 - 12" GATE VALVE WITH VALVE BOX, COMPLETE IN PLACE, AS PER PLAN	EACH	32	\$2,300.00	\$73,600.00
83	ITEM 638 - FURNISHING AND SETTING 6" HYDRANT, COMPLETE	EACH	13	\$5,732.00	\$74,516.00
84	ITEM 638 - PLUG EXISTING WATER SERVICE CONNECTION, AS PER PLAN	EACH	63	\$125.00	\$7,875.00
85	ITEM 638 - RETAP, RECONNECT AND EXTEND 1" COPPER WATER SERVICE CONNECTION (SHORT SIDE), COMPLETE IN PLACE, AS PER PLAN	EACH	15	\$1,257.00	\$18,855.00
86	ITEM 638 - RETAP, RECONNECT AND EXTEND 1" COPPER WATER SERVICE CONNECTION (LONG SIDE), COMPLETE IN PLACE, AS PER PLAN	EACH	10	\$1,360.00	\$13,600.00

signature *Clayton Peak Co Inc*

date 10-7-20

CITY OF CLEVELAND, MAYOR'S OFFICE OF CAPITAL PROJECTS, DIVISION OF ENGINEERING AND CONSTRUCTION
 EAST 105TH STREET REHABILITATION (GREENLAWN AVENUE TO NORTH CITY LIMITS)

SCHEDULE OF ITEMS - ADDENDUM NO. 1 BID NO. 75-20

REF NO.	DESCRIPTION	UNIT	TOTAL QUANTITY	UNIT COST	ITEM TOTAL
87	ITEM 638 - RETAP, RECONNECT AND EXTEND 2" COPPER WATER SERVICE CONNECTION (SHORT SIDE), COMPLETE IN PLACE, AS PER PLAN	EACH	1	\$2,100.00	\$2,100.00
88	ITEM 638 - 6" WATERMAIN LOWERING (UNDERPASS) PER STD-L04, COMPLETE IN PLACE, AS PER PLAN	EACH	8	\$6,200.00	\$49,600.00
89	ITEM 638 - 8" WATERMAIN LOWERING (UNDERPASS) PER STD-L04, COMPLETE IN PLACE, AS PER PLAN	EACH	2	\$6,200.00	\$12,400.00
90	ITEM 638 - 8" WATERMAIN LOWERING (UNDERPASS) PER STD-L05, COMPLETE IN PLACE, AS PER PLAN	EACH	8	\$6,600.00	\$52,800.00
91	ITEM 638 - 12" WATERMAIN LOWERING (UNDERPASS) PER STD-L04, COMPLETE IN PLACE, AS PER PLAN	EACH	8	\$6,700.00	\$53,600.00
92	ITEM 638 - 12" WATERMAIN LOWERING (UNDERPASS) PER STD-L05, COMPLETE IN PLACE, AS PER PLAN	EACH	5	\$6,700.00	\$33,500.00
93	ITEM SPECIAL - MISCELLANEOUS METAL (CWD), AS PER D-72	LB	10,000	\$2.75	\$27,500.00
94	ITEM SPECIAL - TEMPORARY BY-PASS 4" DUCTILE IRON PIPE WITH RESTRAINED MECHANICAL JOINTS AND FITTINGS, ANSI CLASS 52	FT	6,000	\$19.00	\$114,000.00
95	ITEM SPECIAL - TEMPORARY SERVICE CONNECTION	EACH	26	\$275.00	\$7,150.00
96	ITEM SPECIAL - FILTER ALLOWANCE	DOLLARS	2,500	\$1.00	\$2,500.00
	SUBTOTAL WATERWORK				\$1,376,408.90
	WPC COMBINED SEWER				

signature *Paul G. Park Coste*

date *10-7-20*

CITY OF CLEVELAND, MAYOR'S OFFICE OF CAPITAL PROJECTS, DIVISION OF ENGINEERING AND CONSTRUCTION
 EAST 105TH STREET REHABILITATION (GREENLAWN AVENUE TO NORTH CITY LIMITS)
 SCHEDULE OF ITEMS - ADDENDUM NO. 1 BID NO. 75-20

REF NO.	DESCRIPTION	UNIT	TOTAL QUANTITY	UNIT COST	ITEM TOTAL
97	ITEM 611 - VAULT / MANHOLE ADJUSTED TO GRADE, AS PER PLAN, AS PER D-39 (WPC COMBINED SEWER)	EACH	36	\$750.00	\$27,000.00
98	ITEM 611 - VAULT / MANHOLE ADJUSTED TO GRADE, AS PER PLAN, AS PER D-39 (NEORS)	EACH	2	\$750.00	\$1,500.00
99	ITEM 611 - DRAINAGE STRUCTURE, MISC.: TEST TEE ADJUST TO GRADE	EACH	10	\$275.00	\$2,750.00
100	ITEM 611 - DRAINAGE STRUCTURE, MISC.: TEST TEE (DEPTH UP TO 12')	EACH	4	\$450.00	\$1,800.00
	SUBTOTAL WPC COMBINED SEWER				\$33,050.00
	WPC SEWER REPAIRS				
101	ITEM 202 - TRACK REMOVED, AS PER PLAN, AS PER D-17	SY	2,700	\$25.00	\$67,500.00
102	ITEM 202 - PIPE BULKHEAD	EACH	20	\$195.00	\$3,900.00
103	ITEM 255 - FULL DEPTH PAVEMENT REMOVAL AND RIGID REPLACEMENT, AS PER PLAN	SY	2,877	\$75.00	\$215,775.00
104	ITEM 611A - 12" VCP, CB CONNECTION C-700, E.S.	FT	50	\$200.00	\$10,000.00
105	ITEM 611A - 15" VCP, C-700, E.S.	FT	138	\$160.00	\$22,080.00
106	ITEM 611A - 18" VCP, C-700, E.S.	FT	272	\$582.70	\$158,494.40

signature *Chris Coy* Peak Co Inc

date 10-7-20

CITY OF CLEVELAND, MAYOR'S OFFICE OF CAPITAL PROJECTS, DIVISION OF ENGINEERING AND CONSTRUCTION
 EAST 105TH STREET REHABILITATION (GREENLAWN AVENUE TO NORTH CITY LIMITS)

SCHEDULE OF ITEMS - ADDENDUM NO. 1 BID NO. 75-20

REF NO.	DESCRIPTION	UNIT	TOTAL QUANTITY	UNIT COST	ITEM TOTAL
107	ITEM 611A - 21" RCP, ITEM 706.02 CLASS IV	FT	2,100	\$420.00	\$882,000.00
108	ITEM 611A - 24" CONDUIT, TYPE B, DUCTILE IRON PIPE ANSI CLASS 52, PUSH-ON JOINTS AND FITTINGS	FT	20	\$575.00	\$11,500.00
109	ITEM 611A - 6" VCP SERVICE CONNECTION (EXISTING)	FT	500	\$25.00	\$12,500.00
110	ITEM 611A - 6" VCP STANDPIPE	FT	500	\$10.00	\$5,000.00
111	ITEM 611A - 18" X 6" VCP WYE	EACH	8	\$865.00	\$6,920.00
112	ITEM 611A - 18" X 12" VCP WYE	EACH	2	\$865.00	\$1,730.00
113	ITEM 611A - 21" X 6" SADDLE	EACH	80	\$550.00	\$44,000.00
114	ITEM 611B - 48" STANDARD PRECAST MANHOLE	EACH	7	\$12,627.00	\$88,389.00
	SUBTOTAL WPC SEWER REPAIRS				\$1,529,788.40
TRAFFIC CONTROL					
115	ITEM 630 - GROUND MOUNTED SUPPORT, NO. 3 POST	FT	268.0	\$8.00	\$2,144.00
116	ITEM 630 - ONE WAY SUPPORT, NO. 3 POST	FT	185.5	\$9.00	\$1,669.50

signature *[Handwritten Signature]*

CITY OF CLEVELAND, MAYOR'S OFFICE OF CAPITAL PROJECTS, DIVISION OF ENGINEERING AND CONSTRUCTION
 EAST 105TH STREET REHABILITATION (GREENLAWN AVENUE TO NORTH CITY LIMITS)

SCHEDULE OF ITEMS - ADDENDUM NO. 1 BID NO. 75-20

REF NO.	DESCRIPTION	UNIT	TOTAL QUANTITY	UNIT COST	ITEM TOTAL
117	ITEM 630 - SIGN POST REFLECTOR	EACH	18	\$45.00	\$810.00
118	ITEM 630 - SIGN SUPPORT ASSEMBLY, POLE MOUNTED	EACH	92	\$55.00	\$5,060.00
119	ITEM 630 - SIGN, FLAT SHEET	SF	431.6	\$18.00	\$7,768.80
120	ITEM 630 - REMOVAL OF GROUND MOUNTED SIGN AND DISPOSAL	EACH	33	\$25.00	\$825.00
121	ITEM 630 - REMOVAL OF GROUND MOUNTED POST SUPPORT AND DISPOSAL	EACH	25	\$30.00	\$750.00
122	ITEM 630 - REMOVAL OF POLE MOUNTED SIGN AND DISPOSAL	EACH	116	\$25.00	\$2,900.00
123	ITEM 630 - REMOVAL OF GROUND MOUNTED SIGN AND REERECTION	EACH	10	\$75.00	\$750.00
124	ITEM 630 - REMOVAL OF POLE MOUNTED SIGN AND REERECTION	EACH	3	\$75.00	\$225.00
125	ITEM 630 - SIGNING, MISC.: CITY OF CLEVELAND TYPE D3 SIGN	SF	12.5	\$65.00	\$812.50
126	ITEM 644 - EDGE LINE, 4" WHITE	MILE	1.52	\$2,700.00	\$4,104.00
127	ITEM 644 - BIKE LANE LINE, 4" SOLID	MILE	0.77	\$2,700.00	\$2,079.00
128	ITEM 644 - BIKE LANE LINE, 4" DOTTED	MILE	0.33	\$9,500.00	\$3,135.00

signature *Charles Park Co Inc*

date 10-7-20

CITY OF CLEVELAND, MAYOR'S OFFICE OF CAPITAL PROJECTS, DIVISION OF ENGINEERING AND CONSTRUCTION
 EAST 105TH STREET REHABILITATION (GREENLAWN AVENUE TO NORTH CITY LIMITS)

SCHEDULE OF ITEMS - ADDENDUM NO. 1 BID NO. 75-20

REF NO.	DESCRIPTION	UNIT	TOTAL QUANTITY	UNIT COST	ITEM TOTAL
129	ITEM 644 - CENTER LINE, SOLID, DOUBLE	MILE	0.86	\$5,500.00	\$4,730.00
130	ITEM 644 - CHANNELIZING LINE 8"	FT	217	\$0.90	\$195.30
131	ITEM 644 - STOP LINE	FT	251	\$5.75	\$1,443.25
132	ITEM 644 - CROSSWALK LINE	FT	2,334	\$3.00	\$7,002.00
133	ITEM 644 - CROSSWALK LINE LADDER STYLE	FT	1,296	\$6.00	\$7,776.00
134	ITEM 644 - TRANSVERSE-DIAGONAL LINE, WHITE	FT	1,704	\$5.50	\$9,372.00
135	ITEM 644 - TRANSVERSE-DIAGONAL LINE, YELLOW	FT	150	\$5.50	\$825.00
136	ITEM 644 - LANE ARROW	EACH	6	\$105.00	\$630.00
137	ITEM 644 - BIKE LANE SYMBOL MARKING	EACH	19	\$315.00	\$5,985.00
138	ITEM 644 - SHARED LANE MARKING	EACH	42	\$400.00	\$16,800.00
139	ITEM 644 - REMOVAL OF PAVEMENT MARKING	FT	408	\$5.00	\$2,040.00
140	ITEM 644 - REMOVAL OF PAVEMENT MARKING	EACH	1	\$125.00	\$125.00

Signature: *Chris Coy Peak Co Inc*

Date: *10-7-20*

CITY OF CLEVELAND, MAYOR'S OFFICE OF CAPITAL PROJECTS, DIVISION OF ENGINEERING AND CONSTRUCTION
 EAST 105TH STREET REHABILITATION (GREENLAWN AVENUE TO NORTH CITY LIMITS)

SCHEDULE OF ITEMS - ADDENDUM NO. 1 BID NO. 75-20

REF NO.	DESCRIPTION	UNIT	TOTAL QUANTITY	UNIT COST	ITEM TOTAL
	SUBTOTAL TRAFFIC CONTROL				\$89,956.35
TRAFFIC SIGNALS					
141	ITEM 614 - MAINTAINING TRAFFIC, MISC.: MAINTENANCE OF TRAFFIC SIGNAL INSTALLATIONS, AS PER D-49	LS		\$4,500.00	\$4,500.00
142	ITEM 625 - GROUND ROD, AS PER D-58	EACH	6	\$200.00	\$1,200.00
143	ITEM 630 - SIGN, FLAT SHEET	SF	6.0	\$18.00	\$108.00
144	ITEM 630 - SIGNING, MISC.: (ELTEC) SOLAR POWERED RECTANGULAR RAPID FLASHING BEACON (RRFB) SIGN ASSEMBLY	EACH	6	\$7,800.00	\$46,800.00
145	ITEM 632 - VEHICULAR SIGNAL HEAD, (LED), YELLOW, 3-SECTION, 12" LENS, 1-WAY, WITH BACKPLATE, AS PER PLAN	EACH	8	\$600.00	\$4,800.00
146	ITEM 632 - PEDESTRIAN SIGNAL HEAD (LED), TYPE D2, COUNTDOWN, AS PER PLAN	EACH	8	\$475.00	\$3,800.00
147	ITEM 632 - COVERING OF VEHICULAR SIGNAL HEAD	EACH	8	\$40.00	\$320.00
148	ITEM 632 - COVERING OF PEDESTRIAN SIGNAL HEAD	EACH	8	\$40.00	\$320.00
149	ITEM 632 - PEDESTRIAN PUSHBUTTON, AS PER PLAN	EACH	8	\$275.00	\$2,200.00
150	ITEM 632 - SIGNAL CABLE, 3 CONDUCTOR, NO. 14 AWG	FT	1950	\$1.55	\$3,022.50

Signature: *Charles Park Co Inc*

date: *10-7-20*

CITY OF CLEVELAND, MAYOR'S OFFICE OF CAPITAL PROJECTS, DIVISION OF ENGINEERING AND CONSTRUCTION
 EAST 105TH STREET REHABILITATION (GREENLAWN AVENUE TO NORTH CITY LIMITS)

SCHEDULE OF ITEMS - ADDENDUM NO. 1 BID NO. 75-20

REF NO.	DESCRIPTION	UNIT	TOTAL QUANTITY	UNIT COST	ITEM TOTAL
151	ITEM 632 - SIGNAL CABLE, 5 CONDUCTOR, NO. 14 AWG	FT	1950	\$1.75	\$3,412.50
152	ITEM 632 - PEDESTAL FOUNDATION	EACH	6	\$900.00	\$5,400.00
153	ITEM 632 - REMOVAL OF TRAFFIC SIGNAL INSTALLATION, AS PER D-62	EACH	3	\$1,900.00	\$5,700.00
	SUBTOTAL TRAFFIC SIGNALS				\$81,583.00
	MAINTENANCE OF TRAFFIC				
154	ITEM 410 - TRAFFIC COMPACTED SURFACE, TYPE A OR B	CY	200	\$15.00	\$3,000.00
155	ITEM 614 - LAW ENFORCEMENT OFFICER WITH PATROL CAR FOR ASSISTANCE, AS PER PLAN	HOURL	160	\$75.00	\$12,000.00
156	ITEM 614 - LAW ENFORCEMENT OFFICER WITHOUT PATROL CAR FOR ASSISTANCE, AS PER PLAN	HOURL	80	\$65.00	\$5,200.00
157	ITEM 614 - PORTABLE CHANGEABLE MESSAGE SIGN, AS PER PLAN	SNMT	20	\$500.00	\$10,000.00
158	ITEM 614 - WORK ZONE CENTER LINE, CLASS I, 642 PAINT	MILE	2.50	\$2,500.00	\$6,250.00
159	ITEM 614 - WORK ZONE CENTER LINE, CLASS I, 740.06, TYPE I	MILE	0.14	\$10,500.00	\$1,470.00
160	ITEM 614 - WORK ZONE EDGE LINE, CLASS I, 4", 642 PAINT	MILE	1.96	\$1,100.00	\$2,156.00

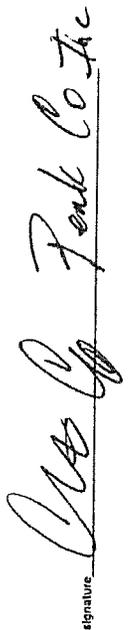
signature *Chris Chy Peak Co Inc*

date 10-7-20

CITY OF CLEVELAND, MAYOR'S OFFICE OF CAPITAL PROJECTS, DIVISION OF ENGINEERING AND CONSTRUCTION
 EAST 105TH STREET REHABILITATION (GREENLAWN AVENUE TO NORTH CITY LIMITS)

SCHEDULE OF ITEMS - ADDENDUM NO. 1 BID NO. 75-20

REF NO.	DESCRIPTION	UNIT	TOTAL QUANTITY	UNIT COST	ITEM TOTAL
161	ITEM 614 - WORK ZONE EDGE LINE, CLASS I, 4", 740.06, TYPE I	MILE	0.18	\$6,300.00	\$1,134.00
162	ITEM 614 - WORK ZONE STOP LINE, CLASS I, 642 PAINT	FT	100	\$3.50	\$350.00
163	ITEM 614 - WORK ZONE STOP LINE, CLASS I, 740.06, TYPE I	FT	160	\$5.50	\$880.00
164	ITEM 616 - WATER	MGAL	10	\$1.00	\$10.00
165	ITEM 616 - CALCIUM CHLORIDE	TON	1	\$1.00	\$1.00
	SUBTOTAL MAINTENANCE OF TRAFFIC				\$42,451.00
	RETAINING WALL				
166	ITEM 202 - PORTIONS OF STRUCTURE REMOVED, AS PER PLAN	CY	7	\$1,145.00	\$8,015.00
167	ITEM 202 - FENCE REMOVED, AS PER PLAN	FT	325	\$5.40	\$1,755.00
168	ITEM 509 - REINFORCING STEEL	LB	194	\$8.45	\$1,639.30
169	ITEM 510 - DOWEL HOLES WITH CEMENT GROUT	EACH	32	\$36.65	\$1,172.80
170	ITEM 511 - CLASS QC1 CONCRETE, RETAININGWALL NOT INCLUDING FOOTING	CY	4	\$3,280.00	\$13,120.00

Signature: 

CITY OF CLEVELAND, MAYOR'S OFFICE OF CAPITAL PROJECTS, DIVISION OF ENGINEERING AND CONSTRUCTION
 EAST 105TH STREET REHABILITATION (GREENLAWN AVENUE TO NORTH CITY LIMITS)

SCHEDULE OF ITEMS - ADDENDUM NO. 1 BID NO. 75-20

REF NO.	DESCRIPTION	UNIT	TOTAL QUANTITY	UNIT COST	ITEM TOTAL
171	ITEM 512 - SEALING OF CONCRETE SURFACES (NON-EPOXY)	SY	111	\$18.85	\$2,092.35
172	ITEM 512 - CONCRETE REPAIR BY EPOXY INJECTION	FT	115	\$45.00	\$5,175.00
173	ITEM 519 - PATCHING CONCRETE STRUCTURE (T = 4 IN.)	SF	266	\$117.25	\$31,188.50
174	ITEM 519 - PATCHING CONCRETE STRUCTURE, AS PER PLAN (T = 6 IN. MIN.)	SF	662	\$137.50	\$91,025.00
175	ITEM 607 - VANDAL PROTECTION FENCE, 6' STRAIGHT, AS PER PLAN	FT	305	\$126.50	\$38,582.50
	SUBTOTAL RETAINING WALL				\$193,765.45
TESTING					
176	ITEM SPECIAL - ASPHALT EXTRACTION TEST, AS PER D-73	EACH	50	\$1.00	\$50.00
177	ITEM SPECIAL - THICKNESS OF COMPACTED ASPHALT TEST, AS PER D-73	EACH	25	\$1.00	\$25.00
178	ITEM SPECIAL - CONCRETE TEST CYLINDERS (4 SPECIMENS PER SET), AS PER D-73	EACH	10	\$500.00	\$5,000.00
179	ITEM SPECIAL - SUBSEQUENT SLUMP AND TEMPERATURE TEST, AS PER D-73	EACH	5	\$500.00	\$2,500.00
180	ITEM SPECIAL - SUBSEQUENT AIR CONTENT AND TEMPERATURE TEST, AS PER D-73	EACH	5	\$500.00	\$2,500.00

signature *Charles Park Co Inc*

date *10-7-20*

CITY OF CLEVELAND, MAYOR'S OFFICE OF CAPITAL PROJECTS, DIVISION OF ENGINEERING AND CONSTRUCTION
 EAST 105TH STREET REHABILITATION (GREENLAWN AVENUE TO NORTH CITY LIMITS)

SCHEDULE OF ITEMS - ADDENDUM NO. 1 BID NO. 75-20

REF NO.	DESCRIPTION	UNIT	TOTAL QUANTITY	UNIT COST	ITEM TOTAL
181	ITEM SPECIAL - FLEXURAL STRENGTH OF CONCRETE (BEAM) TEST, AS PER D-73	EACH	5	\$1.00	\$5.00
182	ITEM SPECIAL - TECHNICIAN WITH NUCLEAR DENSITY METER (SUBGRADE/SUBBASE COMPACTION/ASPHALT), AS PER D-73	HOUR	60	\$1.00	\$60.00
183	ITEM SPECIAL - PROCTOR TEST, AS PER D-73	EACH	5	\$1.00	\$5.00
	SUBTOTAL TESTING				\$10,145.00
MISCELLANEOUS					
184	ITEM 614 - MAINTAINING TRAFFIC, AS PER PLAN	-	LS	\$126,662.00	\$126,662.00
185	ITEM 619 - FIELD OFFICE, TYPE C, AS PER D-45	MNTH	12	\$2,450.00	\$29,400.00
186	ITEM 619 - COMPUTER EQUIPMENT FOR TYPE C FIELD OFFICE, AS PER D-46, FOR CITY OWNERSHIP	EACH	1	\$2,950.00	\$2,950.00
187	ITEM 623 - CONSTRUCTION LAYOUT STAKES AND SURVEYING, AS PER PLAN, AS PER D-47	-	LS	\$9,500.00	\$9,500.00
188	ITEM 624 - MOBILIZATION	-	LS	\$50,000.00	\$50,000.00
189	ITEM SPECIAL - AS-BUILT RECORD DRAWINGS, AS PER D-77	-	LS	\$3,100.00	\$3,100.00
190	ITEM SPECIAL - PROJECT SIGNS, AS PER C-11	EACH	2	\$650.00	\$1,300.00

signature Chad G. Peak Co Inc

date 10-7-20

CITY OF CLEVELAND, MAYOR'S OFFICE OF CAPITAL PROJECTS, DIVISION OF ENGINEERING AND CONSTRUCTION
 EAST 105TH STREET REHABILITATION (GREENLAWN AVENUE TO NORTH CITY LIMITS)

SCHEDULE OF ITEMS - ADDENDUM NO. 1 BID NO. 75-20

REF NO.	DESCRIPTION	UNIT	TOTAL QUANTITY	UNIT COST	ITEM TOTAL
191	ITEM SPECIAL - ENGINEERING AND CONSTRUCTION FORCE ACCOUNT	DOLLARS	190,000	\$1.00	\$190,000.00
192	ITEM SPECIAL - WATER POLLUTION CONTROL FORCE ACCOUNT	DOLLARS	75,000	\$1.00	\$75,000.00
193	ITEM SPECIAL - CLEVELAND WATER DEPARTMENT FORCE ACCOUNT	DOLLARS	85,000	\$1.00	\$85,000.00
194	ITEM SPECIAL - PERMITS	DOLLARS	5,000	\$1.00	\$5,000.00
	SUBTOTAL MISCELLANEOUS				\$577,912.00
	*TOTAL UNOFFICIAL SUM FOR BID ITEMS (ITEM 1 THROUGH ITEM 194)				\$5,958,904.73

* The amount of the Bid Bond or Cashier's Check required of all bidders under Section A-7 and the amount of the surety bond required of the successful bidder under Section 19, shall be based upon this dollar figure. This figure shall also be used to determine the percentage of CSB participation. This dollar shall be used to determine the lowest responsible bidder pursuant to this invitation to bid and shall be the contractor dollars.

signature Chris G. Park Co Inc

PART B - GENERAL CONDITIONS

B-1. CONTRACT DOCUMENTS.

- A. The following shall constitute the Contract Documents and shall be deemed the Contract made pursuant to this Invitation to Bid:
- (1). The Ordinance or Ordinance authorizing the making of the public improvement.
 - (2). The Invitation to Bid, General Conditions, Supplemental General Conditions and Detail Specifications.
 - (3). The Contract Drawings.
 - (4). All Addenda issued by the City prior to the receipt of bids.
 - (5). The Affidavit of Non-Collusion.
 - (6). The Bid.
 - (7). The Resolution of the Board of Control awarding the Contract.
 - (8). The Agreement.
 - (9). All required Bonds and Policies of Insurance.
 - (10). All provisions required by law, charter or ordinance to be inserted in the Contract, whether actually inserted or not.

B-2. DEFINITIONS.

- A. The following words and expressions, or pronouns used in their stead, shall, wherever they appear herein, be construed as follows, unless a different meaning is clear from the context:

- (1). "Addendum" or "Addenda" shall mean the additional contract requirements prepared by the Director and issued in writing, by means of drawings, or both, by the Commissioner of Purchases and Supplies prior to the receipt of bids.
- (2). "City" shall mean the City of Cleveland, Ohio.
- (3). "Contract" or "Contract Documents" shall mean each of the various parts of the contract referred to in Part B-1 hereof, both as a whole and severally and shall include subsidiary agreements, if any.
- (4). "Contractor" shall mean the corporation, firm or individual, or any combination thereof, and its, their or his successors, personal representatives, executors, administrators and assigns, and any person, firm or corporation who or which shall at any time be substituted therefor under this contract, and shall include in their respective capacities, the President, Manager, or other officer or agent for the time being, representing or locally managing the work of any corporation contracting herein.
- (5). "Contract Drawings" shall mean those identified as such in the contract documents and shall include those issued in connection with any addendum, or issued in connection with any proper subsidiary agreement and shall also include any other detail or explanatory drawings issued during the progress of the work which are consistent with the contract documents, true developments thereof or reasonably inferable therefrom.
- (6). "Specifications" shall mean all of the directions, requirements and standards of performance applying to the work as hereinafter detailed under specifications.
- (7). "Contract Work" or "Work" shall include the furnishing of all labor, materials, tools, equipment, incidentals, and any other thing necessary or required for the full performance of the contract by the Contractor, including all such required or necessary as called for in any proper subsidiary agreement.
- (8). "Director" shall mean the director of the department for which the improvement is being made.
- (9). "Final Acceptance" shall mean final acceptance of the work by the Director, as evidenced by his signature upon his certificate of completion and acceptance filed in the Office of Commissioner of Accounts of the City, copy of which shall be sent to the Contractor. Such acceptance shall be deemed to have taken place as of the date so stated in such certificate.
- (10). "Law" or "Laws" shall mean the Constitution of the State of Ohio, the Cleveland City Charter, a statute of the United States or of the State of Ohio, The Codified Ordinances of the City of Cleveland, and any municipal ordinance, rule or regulation having the force of law which is applicable to this contract.
- (11). "Materialman" shall mean any person, firm or corporation, other than employees of the contractor, who or which contracts with the contractor, or any sub-contractor to fabricate or deliver, or who actually fabricates or delivers, materials, plant, or equipment to be incorporated in the work.
- (12). "Subcontractor" shall mean anyone (other than the contractor and his employees) who performs work (other than or in addition to the furnishing of materials, plant or equipment) at or about the construction site, directly or indirectly for or on behalf of the contractor (and whether or not in privity of contract with the contractor), but shall not include any person who furnished merely his own personal labor or his own personal services.
- (13). "Workman", "Laborer" or "Workingman" shall mean any employee of the contractor or of a subcontractor, who performs personal labor or personal services at the construction site.
- (14). "Directed", "Required", "Approved", and words of like import whenever they refer to the work or its performance; and the words "directed", "required", "permitted", "ordered", "designated", "established", "prescribed", and words or like import used in the specifications, the contract, or upon the drawings, shall imply the direction, requirement, permission, order, designation or prescription of the Director; and "approved" - "acceptable" - "satisfactory", and words of like import shall mean approved by or acceptable or satisfactory to the Director.
- (15). "Site" shall mean the area upon or in which the Contractor's operations are carried on, and such other areas adjacent thereto as may be designated as such by the Director.
- (16). "Resident" or "Resident of the City" shall mean persons domiciled within the boundaries of City of Cleveland. The domicile is an individual's one and only true, fixed and permanent home and principal establishment.
- (17). "Low Income Person" shall mean a Resident who is a member of a family having an income equal to or less than the Section 8 very low-income limit established by the Department of Housing and Urban Development. Very low-income families are defined as families whose incomes do not exceed fifty percent (50%) of the median family income for the area. Income limits are adjusted for family size. Unrelated individuals shall be considered as one-person families for this purpose.
- (18). "Construction Worker Hours" shall mean the total hours worked on the Contract by Skilled and Unskilled Construction Trade Workers, whether those workers are employed by the Contractor or any Subcontractor. The total Construction Worker Hours to be furnished at the construction site includes the number of hours devoted to all tasks customarily performed on a construction site, whether or not such tasks are, in fact, performed on the construction site.

- Construction Worker Hours excludes the number of hours performed by non-Ohio residents.
- (19). "Resident Employment Requirement" means the percentage of Construction Worker Hours Residents must work, as required by Section 188.02.
- (20). "Skilled and Unskilled Construction Trade Worker" shall mean all work site foremen, journeymen, including technical engineers, apprentices, construction trainees and elevator construction helpers and apprentices that are in a bona fide apprenticeship training program that is certified by the U.S. Department of Labor, Bureau of Apprenticeship and Training. Also included are other workers appropriate for construction activities. Salaried superintendents are excluded.
- (21). "Referral Source" shall mean a company or agency that the Director of Equal Opportunity has designated as a source from which a Contractor must or may seek referrals of Residents or Low Income Persons to work on a Construction Contract.
- (22). "Work Force Table" shall mean a document identifying a Contractor's estimated numbers and types of various Skilled and Unskilled Trade Workers required for performance of a Construction Contract, separately listed by trade, month, Residents and Low Income Persons.

B-3. TIME OF ESSENCE.

Since this contract is for a needed improvement, the provisions relating to the time of performance and time of completion of the work included in this contract are of the essence of this contract. The Contractor shall begin work on the day specified in paragraph B-4 and shall prosecute the work diligently so as to assure completion of the work not later than the time specified therefor, or the time of completion extended, pursuant to paragraph B-6 hereof.

B-4. TIME OF COMMENCEMENT AND COMPLETION OF WORK.

- A. The work to be performed herein shall start within five (5) days after the execution of the contract and without further notices from the Director, except as otherwise provided in the supplemental general conditions; provided in case of special conditions arising after the execution of the contract the Director and Contractor may agree in writing to postpone the commencement of the work hereunder.
- B. A contract shall be deemed executed when signed by the parties thereto, certified by the Director of Finance as required by law, secured by the required bond, and approved by the Director of Law; and when the original contract is filed with the Commissioner of Accounts of the City and a copy delivered to the Contractor. Under normal conditions a contract will be executed within six weeks after award of contract.
- C. Unless fixed by the Director, or otherwise provided in the supplemental general conditions, the bidder shall state in his bid the date on or before which the work herein contemplated will be completed and ready for final acceptance. (Where equal bids are received, the date of completion will be used in determining the lowest responsible bid.)

B-5. LIQUIDATED DAMAGES FOR DELAY.

The Contractor guarantees that he can and will complete the work on or before the time fixed in his bid, or on or before the extended time as provided in paragraph B-6. For the reason that the damage and loss to the City which will result from the failure of the Contractor to complete the work at the time fixed will be most difficult or impossible of accurate assessment, the damages to the City for such delay and failure on the part of the Contractor shall be liquidated in the amount of Twenty-Five Dollars (\$25.00), or the amount fixed in the supplemental general conditions, for each calendar day which the Contractor shall fail to complete the work, or any part thereof, in accordance with the provisions of the contract and such liquidated damages shall not be considered as a penalty. The City will deduct and retain out of any money due or to become due under the contract the amount of the liquidated damages and, in case those amounts are less than the amount of the liquidated damages, the Contractor shall be liable for the payment of the difference upon demand of the City.

B-6. DELAY FOR CAUSES BEYOND CONTROL.

- A. If the Contractor be delayed in the completion of the work by any act or neglect of the City, or by any other contractor employed by the City, or by changes ordered in the work; or by strikes, lockouts, fire, unusual delay by common carriers, unavoidable casualties, or any cause beyond the contractor's control, including orders, limitations, or restrictions of any Governmental agency having jurisdiction over the subject matter of the contract, or by delay authorized by the City, or by any cause which the Director shall decide to justify the delay; then, for all such delays and suspensions, the Contractor shall be allowed one calendar day extension beyond the time herein stated for completion of the work for each and every calendar day of such delay so caused in the completion of the work, the same to be ascertained by the Director.
- B. No such extension shall be made for any one or more of such delays unless within ten (10) days after the beginning of such delay a written request for additional time shall be filed with the Director. In case of a continuing cause of delay, only one request will be necessary.
- C. No claims for damages or any claim other than for an extension of time as herein provided shall be made or asserted against the City by reason of any delays hereinbefore mentioned.
- D. When by reason of any of the causes stated herein an extension of time has been allowed the Contractor for the completion of his work, he shall not be entitled to a bonus for completion prior to the date so extended, anything in the contract documents to the contrary notwithstanding.

B-7. STORAGE OF MATERIALS.

- A. The Contractor shall make all necessary arrangements and provisions for the storage of materials and equipment to be used on this contract.
- B. Materials and equipment which are to become the property of the City, shall be so stored as to facilitate their prompt inspection and insure preservation of the quality and fitness of the work, including proper protection against damage by freezing and wet weather; and they shall be placed under cover on wooden platforms or other hard, clean surfaces, and not on the ground, when so directed. Whenever the best interest of the City so requires, upon order of the Director, the Contractor shall promptly provide improved storage facilities and methods.
- C. Lawns, grass plots or other private property shall not be used for storage purposes without written permission of the owner, his agent or other person in possession or control of such premises.
- D. The City disclaims all responsibility for loss or damage to stored materials or equipment, or both.

B-8. RESPONSIBILITY OF CONTRACTOR.

- A. The City will not insure the work under construction, nor against claims for injury to person or property arising during the

prosecution of such work.

- B. The Contractor will be held responsible for all damage to the work under construction, whether from fire, water, high winds, or other causes until final completion and acceptance, even though partial payments have been made under the contract. He will be held answerable for all damages that may occur to persons, property, animals, or vehicles from want of proper shoring, bracing, lighting, watching, boarding or enclosing, and for any accident arising from defective scaffolding or apparatus, or from any negligence on the part of himself or his employees.

B-9. DUTY AND RESPONSIBILITY OF CONTRACTOR FOR PLANT AND METHODS.

The Contractor shall provide and install such construction plants and shall use such methods and appliances for the performance of all the operations connected with the work to be done under this contract as will secure the safety of the work and those working on it, a satisfactory quality of the work and a rate of progress which will insure the completion of the work within the time specified. If at any time before the commencement or during the progress of the work, or any part of it, such methods and appliances appear to be unsafe, inefficient or inadequate for securing the safety of the workmen, the quality of the work or the rate of progress required, the Director may order the Contractor to increase safety measures or to improve their character, and the Contractor shall comply with such orders; but the failure of the Director to make such a demand shall not release the Contractor from his obligation to secure the safe conduct and the quality of the work, and the rate of progress required, and the Contractor alone shall be responsible for the safety, efficiency and adequacy of his plant, appliances and methods.

B-10. STRUCTURES ENCOUNTERED AND PROTECTION OF PROPERTY.

- A. The Contractor shall, at his own expense, support and protect all buildings, bridges, conduits, wires, water pipes, gas pipes, sewers, pavements, curbing, sidewalks, equipment and fixtures of all kinds and all other public or private property, whether of this or another contract, that may be encountered or endangered in the prosecution of the work herein contemplated and that are not otherwise provided for in the Charter or franchise relating to same. He shall repair and make good any damage caused to any such property by reason of his operations leaving all work in approved condition at the completion of the contract.
- B. The City reserves the right to repair any damage to public utilities or other facilities of the City caused by the work of the Contractor and the cost of such repair shall be borne by the Contractor. In the event the Contractor refuses or fails to pay bills for such repair work upon presentation, without prejudice to any other remedies available to the City, the cost of the same shall be deducted from any money that may be due to him on partial or final estimates as herein provided.

B-11. PROTECTION OF WORK.

The Contractor shall provide proper facilities, take all necessary precautions and assume the entire cost for protecting the work against adverse weather conditions and for handling all storm and flood water, sewage, seepage, ice or snow that may be encountered during the performance of the contract and the manner of providing for such contingencies and for carrying on the work in freezing weather shall meet with the approval of the City.

B-12. WATCHMEN.

- A. The Contractor shall provide the necessary watchmen and sufficient warning lights and barricades at his own expense and he shall take such other precautions as are necessary to protect life and property.
- B. The Director may at any time order the Contractor to provide watchmen or additional watchmen at any point where, in his opinion, they are required, or where they may be requested by the proper official of any municipality affected.
- C. Nothing in this section shall be construed as requiring the Contractor to provide a road patrol.

B-13. SANITARY PROVISIONS.

The Contractor shall provide and maintain in a neat and sanitary condition such accommodations for the use of his employees as may be necessary to comply with the sanitary requirements of law and ordinance.

B-14. AID TO THE INJURED.

The Contractor shall have standing arrangements for the immediate removal and hospital treatment, if necessary, of any employee who may be injured on the work. The Contractor shall keep on the work, ready for immediate use, all articles necessary for giving "First Aid to the Injured".

B-15. WATER SUPPLY.

- A. The Contractor may obtain water from the City water supply by obtaining the necessary fire hydrant permit from the Department of Public Utilities and shall pay all charges for the service. No improper, wasteful or undue use of water will be permitted.
- B. When the water supply to be used is in a Master Meter Municipality, permission shall be obtained by the Contractor from that municipality before any water is used, and the cost of such water supply shall be paid by the Contractor to said municipality.

B-16. ACCESSIBILITY OF FIRE HYDRANTS AND STOP VALVES.

Fire hydrants and stop valves adjacent to the work shall be kept readily accessible to fire apparatus and no material or other obstruction shall be placed within five (5) feet of any hydrant or stop valve unless by special permission of the proper authorities.

B-17. REMOVAL OF RUBBISH.

The Contractor shall, at his own expense keep the site of his operation, building or structure being worked on clean during the construction and remove all rubbish as it accumulates. Upon the completion of the work, the Contractor shall tear down and remove all temporary structures built by him; shall remove all rubbish of all kinds from any grounds which he occupied and shall leave the site and the work in a clean and neat condition.

B-18. PUBLIC LIABILITY, PROPERTY DAMAGE AND AUTOMOBILE INSURANCE.

- A. The Contractor shall take out and maintain during the life of this contract such public liability and property damage insurance, wherein the City of Cleveland is named as an additional insured, as shall protect himself, the City of Cleveland and any subcontractor performing work covered by this contract from claims for damage for personal injury, including accidental death, as well as from claims for property damages which may arise from operations under this contract, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them. An exact copy of such policy or policies shall be deposited with the City of Cleveland before the commencement of any work under the contract. The amounts of such insurance shall be as follows:
- B. Public Liability Insurance: In an amount not less than \$500,000.00 for injuries, including accidental death to any one person,

- and subject to the same limit for each person, in an amount not less than \$1,000,000.00 on account of one occurrence involving injury to more than one person, and property damage insurance in an amount not less than \$200,000.00.
- C. The following special hazards shall be covered during the life of this contract by rider or riders to the policy or policies above required, or by separate policies of insurance in amounts as follows:
- (1). Public Liability insurance to cover each automobile, truck or other vehicle used in the performance of the contract in an amount not less than \$500,000.00 on account of injury or death of two or more persons.
 - (2). Property Damage liability insurance to cover each automobile, truck, or other vehicle used in the performance of the contract in an amount not less than \$200,000.00 in any occurrence.
 - (3). Public Liability and property damage insurance to cover the use of explosives used in the performance of this contract, in the same limits as set forth in the preceding sub-sections.
- The policy shall contain the following special provisions: "The Company agrees that ten (10) days prior to cancellation or reduction of the insurance afforded by this policy, with respect to the contract involved, written notice will be mailed to the City of Cleveland".

B-19. ACCESS TO WORK AND PLACE OF MANUFACTURE.

The Director or his authorized representative and such representative's staff shall at all times have access to inspect the work wherever it is in preparation, progress, being manufactured or fabricated and the Contractor shall arrange and provide proper facilities for such access and inspection to determine whether such work is being done in accordance with the contract requirements.

B-20. EXPERIMENTAL METHODS, EQUIPMENT AND MATERIAL PROHIBITED.

The use of any experimental or untried methods, or the use or installation of any experimental or untried materials or equipment or any combination of either or both, shall not be allowed. Each bidder shall, if so required by the Director, submit ample proof that the method of doing any of the work contemplated under these specifications has been successfully used for like work for a period of at least one year; or that the materials or equipment or any combination of either or both proposed to be used on, or furnished for such contemplated work, is of a reliable make and is of a type that has been successfully used in practical service outside of the builder's works, for a period of not less than one year.

B-21. STATUS OF CITY INSPECTOR.

- A. Inspectors as designated by the Director shall be authorized to inspect all work done and materials furnished. Such inspection may extend to all or any part of the work, and to the preparation or manufacture of the materials to be used. In case of any dispute arising between the Contractor and the Inspector as to materials furnished or the manner of performing the work, the Inspector shall have the authority to stop the use of material or suspend the work until the question at issue can be referred to and decided by the Director. The Inspector shall not be authorized to revoke, alter, enlarge, relax or release any requirements of these specifications, nor to approve or accept any portion of the work or to issue instructions contrary to the plans and specifications. The Inspector shall in no case act as foreman or perform other duties for the Contractor or interfere with the management of the work by the latter. Any advice which the Inspector may give the Contractor shall in no wise be construed as binding the Director in any way or releasing the Contractor from the fulfillment of the terms of the contract.
- B. The Contractor shall not be entitled to any claims for loss of time, damages or anticipated profit due to any time lost from suspension of work and from the referral of the questions at issue to said Director or his representative.

B-22. LAWS, PERMITS AND REGULATIONS.

The Contractor shall comply with all applicable laws of the Federal Government, State of Ohio and Ordinances of the City of Cleveland or other municipality in which the work is being done, and all applicable regulations and any authorized regulations, and shall be responsible for securing at his own expense any and all licenses, permits and certificates of inspection required by law, or by the Contract Documents.

B-23. BLASTING

- A. The use, storage and transportation of explosives in and about the work or in the vicinity of the same shall be in accordance with the provisions of Sections 387.01 to 387.99, both inclusive, of The Codified Ordinances of the City of Cleveland.
- B. In addition, all laws, rules and regulations of the State and the municipalities or townships through which the explosives are to be transported or in which the explosives are to be stored or used shall be complied with.
- C. The Contractor shall assume all responsibility for any damage that may be done by the use of any explosives, by him or his agent, in any way, in connection with this contract, or damage that may be done by explosives that are being stored for, or transported to or from the work.
- D. In blasting, great care must be taken not to injure any existing gas or water pipes, sewer drain, conduit or other structures on the site of the work or in adjacent premises, and the Contractor will be held responsible for any damage done to these structures.

B-24. OTHER CONTRACTS.

It is understood and agreed that the Contractor shall execute his work in such a manner and in such order as will not interfere with work in progress and will permit the City to perform other work or to enter into other contracts for work and materials to be constructed or placed in, on or about the work herein described, with the least interference possible and with complete cooperation whenever it is desirable to prosecute such other work, either simultaneously with the work under this contract or otherwise. The Director shall decide all questions of priority among separate Contractors.

B-25. PATENTS.

The Contractor shall pay all royalties and license fees and shall hold and save the City and its officers, agents, servants and employees harmless from liability of any nature or kind, including cost and expenses, for or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract, including its use by the City of Cleveland unless otherwise specifically stipulated in the contract documents. In this respect the Contractor shall defend all suits or claims for infringement of any patent or license rights.

B-26. STATE INDUSTRIAL COMPENSATION.

The Contractor shall at all times during the term of this contract subscribe to and comply with the Workmen's Compensation Laws

of the State of Ohio and pay such premiums as may be required there under and to save said City harmless from any and all liability arising from or under said act. He shall also furnish at the time of delivery of this contract and at such other times as may be requested, a copy of the official certificate or receipt showing the payments hereinbefore referred to.

B-27. SOCIAL SECURITIES ACT.

The Contractor shall be and remain an independent contractor with respect to all services performed hereunder and agrees to and does hereby accept full and exclusive liability for the payment of any and all contributions or taxes for social security, unemployment insurance, or old age retirement benefits, pensions, or annuities now or hereafter imposed under any State or Federal Law which are measured by the wages, salaries, or other remuneration paid to persons employed by the Contractor on work performed under the terms of this contract and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now or hereafter may be issued or promulgated under said respective laws by any duly authorized state or federal officials; and said Contractor also agrees to indemnify and save harmless the City of Cleveland from any such contributions or taxes or liability therefor.

B-28. EIGHT HOUR DAY-MINIMUM WAGE AND NON-DISCRIMINATION.

The Contractor agrees that he will comply with the following provisions of the Charter of the City of Cleveland, which read respectively, as follows:

Section 196. Except in case of extraordinary emergencies, not to exceed eight hours shall constitute a day's work and not to exceed forty-eight (48) hours a week's work, for any city employee of the City of Cleveland in the classified service thereof, and for any workmen engaged in any public work carried on or aided by the municipality whether done by contract or otherwise. The Council shall, by ordinance, provide for the enforcement of the provisions of this section.

Section 197. Every contract for public work entered into by the City of Cleveland shall contain, and no contract shall be entered into unless it contains the following stipulations:

The Contractor hereby agrees that all persons employed by him shall be paid wages which are not less than are paid by the City of Cleveland for similar or like work; but if said city has not established a rate of wages for any particular class of work to be performed under the terms of this contract, then said employees shall be paid wages not less than are generally paid therefor by others employing union labor in said city; but in no event shall any employee be paid less than four dollars and fifty cents (\$4.50) per day for eight hours.

The Contractor hereby further agrees that in the employment of labor, skilled or unskilled, under the contract there shall be no discrimination exercised against any citizen because of race, color, religion or national origin; and that any violation hereof shall be deemed a material breach of said contract.

Section 198. No person employed by any contractor or subcontractor on any public work of or for the City of Cleveland shall be paid less than four dollars and fifty cents (\$4.50) per day of eight hours work, and no contract for public work shall be entered into by the City of Cleveland unless said contract so provides.

B-29. PREVAILING RATES OF WAGES.

- A. Each laborer, workman or mechanic employed by the Contractor for the work herein specified or by the subcontractor, or by other persons upon such work, shall be paid the prevailing rates of wages as determined by the Department of Industrial Relations, Division of Building and Factory Inspection, of the State of Ohio, the published and approved schedule of which may be obtained at the office of the Director.
- B. In the event the wage scale for any labor classification is changed between the time the schedule was approved and the time the work required by this contract is performed, or in the event any class of labor employed under this contract, is not included in the published schedule of prevailing wages, then the rate prevailing at the time the work is actually performed as ascertained and determined by the Department of Industrial Relations of the State of Ohio shall govern the work done under this contract.
- C. Every contractor and subcontractor who is subject to Chapter 4115, of the Revised Code shall, as soon as he begins performance under his contract with any contracting public authority, supply to the prevailing wage coordinator of the contracting public authority a schedule of the dates during the life of his contract with the authority on which he is required to pay wages to employees. He shall also deliver to the prevailing wage coordinator a certified copy of his payroll, within two weeks after the initial pay date, and supplemental report for each month thereafter which shall exhibit for each employee paid any wages, his name, current address, social security number, number of hours worked during each day of the pay periods covered and the total for each week, his hourly rate of pay, his job classification, fringe payments, and deductions from his wages. If the life of the contract is expected to be no more than four months from the beginning of performance, by the contractor or subcontractor, such supplemental reports shall be filed each week after the initial report. The certification of each payroll shall be executed by the contractor, subcontractor, or duly appointed agent thereof and shall recite that the payroll is correct and complete and that the wage rates shown are not less than those required by the contract.
- D. Each contractor or subcontractor shall file with the contracting public authority upon completion of the public improvement and prior to final payment thereof an affidavit stating that he has fully complied with Chapter 4115, of the Revised Code. Said affidavit is to be filed with the Commissioner of Accounts.

B-30. STATE OR FEDERAL TAXES.

- A. The contract price or prices for the materials contained in the contract are subject to increase or decrease by the amount of any additional tax or taxes or reduction of such tax or taxes, as the case may be, affecting such commodity imposed by or under authority of the Federal Government or the State of Ohio, which may be enacted after receipt of bids for this contract and such changes shall continue in effect during the existence of such change in the taxes, provided, however, that in the event of any increase in cost, a claim shall be presented by the Contractor within thirty (30) days and provided that such claim is supported by evidence showing such additional tax, satisfactory to the Director of Law. Reductions in taxes will be deducted from the contract price.
- B. The City of Cleveland is exempt from all sales, excise and transportation taxes, except State of Ohio gasoline tax. The price or prices bid, whether a unit price, lump sum price, lot price, or a trade discount from catalogue list prices, shall be exclusive of all such taxes and will be so construed.

B-31. LABOR AND MATERIAL MEN.

- A. The Contractor shall well, truly, and promptly pay or satisfy the just and equitable claims of all persons who have performed labor or furnished material for said contractor in the execution of the contract, including those who have previously filed attested account of such claims with the Director of Finance of the City, and all bills, costs or claims of whatever kind which might in law or equity become a lien upon said work or against the fund from which the same is to be paid or a charge against the City. In case said attested accounts, claims, bills or costs are not paid or adjusted to the satisfaction of the Director of Finance, then it is agreed that said City may proceed as in the next succeeding paragraph.
- B. The City may retain out of any monies at any time due to the Contractor a sum sufficient to pay all persons who have done work or furnished labor or materials for the work herein contracted for, and who shall have filed an attested account of such claim with the Director of Finance within four months from the performance of labor or the delivery of materials, stating that any balance for said work or materials is still due and unpaid, which amount may be retained by the said City until satisfactory evidence is furnished to the Director of Finance that said balance has been fully paid, and if said evidence is not furnished before the next estimate becoming due to the contractor under the contract, said Director of Finance may pay said balance to the person claiming it and charge such payment to the Contractor as payment on the contract, unless the Contractor shall have previously filed with the Director of Finance written notice that such claim is in dispute. In the event of such dispute, the City will retain the amount until the claim has been adjusted or the money paid into court on proceedings in the nature of an interpleader.

B-32. ASSIGNMENT OF CONTRACT

The Contractor shall not assign, transfer, convey or otherwise dispose of this contract, or his right to execute it, or his right, title or interest in or to it or any part thereof, or assign, by power of attorney or otherwise, any of the moneys due or to become due under this contract, except by consent of the Board of Control, and the giving of any such consent to a particular assignment shall not dispense with the necessity of such prior written consent to any further assignment, transfer, or conveyance, nor shall any such change become valid before filing of the contract change with the Commissioner of Accounts.

B-33. SUBCONTRACTING.

- A. This contract is made pursuant to the bid submitted by the Contractor and in reliance upon the Contractor's qualifications and responsibility. Therefore:
 - i. The contractor shall not subcontract, sublet, assign, transfer, convey or otherwise dispose of the contract, its duties, rights, title or interest in it or in any part thereof, or assign, by power of attorney or otherwise, any of the monies due or to become due under the contract, except, in each instance, with the prior written authorization of the Board of Control of the City, expressed through its resolution, and then only upon such terms and conditions as may be agreed to by said Board. No such subcontracting, subletting, assignment, transfer, conveyance or other disposal of the contract shall be valid until the written consent of the Board of Control is attached and endorsed hereto and filed in the Office of the Commissioner of Accounts.
 - ii. Prior written Board of Control consent is required for a City contractor to add a subcontractor, or to substitute one subcontractor for another subcontractor, under a City contract.
 - iii. The City assumes no obligation to pay, and will not pay, a contractor for any work and or services performed by a subcontractor on the contract prior to Board of Control approval of that sub-contractor.
 - iv. The Director will not grant any City contractor additional time to meet project deadlines, and will not authorize or pay additional compensation or delay damages of any kind arising from the contractor's inability to add or substitute a subcontractor because the contractor failed to submit the approval request and supporting documentation at least 3 (three) weeks in advance of the date the additional or substitute sub-contractor is needed.
 - v. The Office of Equal Opportunity shall evaluate each subcontractor addition and substitution for increased CSB, MBE, or FBE participation even if the original contract had no certified sub-contractor participation.
 - vi. The City's Sub-contractor Addition and Substitution Policy and Procedure is hereby incorporated by reference in its entirety. The complete document is available online at the City of Cleveland website: <http://www.city.cleveland.oh.us>.
 - vii. In making application for subletting any portion of the work, the Contractor shall state in writing the portion of the work which each subcontractor is to do or the material which he is to furnish, his place of business, and such other information as may be required in order to ascertain whether such subcontractor is responsible, reliable and able to perform the work or to furnish the materials as called for in the specifications. Subletting, if permitted, shall not relieve the Contractor, or his surety of any of his or its obligations under this contract
- B. Any subcontract for work covered by this contract must conform to the requirements of the general and detailed provisions of this contract.
- C. The Contractor shall be and remain solely responsible to the City for the acts or faults of his subcontractor and of such subcontractor's officers, agents and employees, each of whom shall, for this purpose, be deemed to be the agent or employee of the Contractor to the extent of his subcontract. The Contractor shall promptly, upon request of the Director file a conformed copy of the subcontract with prices and terms of payment deleted, as a condition precedent to the approval of a subcontractor. The Contractor and subcontractor shall jointly and severally agree that no obligation upon the City of Cleveland is thereby created to pay to, or see to the payment of any sums to any subcontractor.

B-34. CHANGES OR MODIFICATIONS OF CONTRACT. (Section 168 of the Charter of the City of Cleveland)

When in the prosecution of any work or improvement under contract it becomes necessary, in the opinion of the Director of the appropriate department, to make alterations or modifications in such contracts, such alterations or material, or both, under the altered or modified contract, shall have been agreed upon in writing and signed by the Contractor and such Director prior to authorization by Council.

- A. Changes in the Work - Without invalidating the Contract and without notice to the Contractor's surety, the City may, at any time, or from time to time, order additions, deletions or revisions in the work, which shall be authorized by a Change Order. Upon receipt of a Change Order, Contractor shall promptly proceed with the work as altered, the same as if it had been part of the original Contract, whether or not agreement has been reached as to any price adjustment for such work.
- B. Change of Contract Price - The contract price shall mean the moneys payable by the City to the Contractor under the Contract Documents less the Contingency Allowance. No change in the Contract Price shall be authorized for work required by or reasonably implied as a requirement of the Contract Documents or for work foreseeable at the time of the bid as necessary to complete the project as originally contemplated.

In the event the Contractor is requested or required to perform work neither required by nor reasonably implied as a requirement of the Contract Documents and not foreseeable at the time of the bid as necessary to complete the project as originally contemplated, the Contract Price may be changed for work so performed by Contingency Allowance or by Subsidiary Agreement, provided that:

- (1.) Within ten (10) days after the occurrence or non-occurrence of any event giving rise to Contractor's claim for an adjustment in the Contract Price based on changes in the work, Contractor shall notify the City, in writing, of the general nature of the claim.
- (2.) Contractor shall provide to Engineer, within thirty (30) days after such event, the following supporting documentation:
 - (i) statement of the date, nature and specific circumstances of such event;
 - (ii) copies of all correspondence regarding such event;
 - (iii) identification of all work which has been or may be affected by such event;
 - (iv) itemization of all labor, materials and equipment for which a price adjustment is claimed;
 - (v) copies of all invoices for materials delivered for which a price adjustment is claimed.

Contractor's supporting documentation shall be accompanied by the Contractor's written statement that the amount claimed covers all known amounts to which Contractor is entitled as a result of the occurrence of said event.

No claim by Contractor for an adjustment in the Contract Price shall be valid if not submitted in accordance with this Article, B-34.

- (3.) The price adjustment for any work for which Contractor claims an increase in the Contract Price shall not exceed the actual cost of additional on-site labor, materials and equipment plus ten percent (10%) of such cost for profit and overhead.

All trade discounts, rebates and refunds and all returns from sale of surplus materials and equipment shall accrue to the City, and Contractor shall make provisions so that they may be obtained.

- (4.) In the event changes in the work result in a net decrease in the Contractor's costs, the Contract Price shall be decreased by an amount equal to the actual net decrease in the cost of on-site labor, materials and equipment plus ten percent (10%) of such net decrease.
- (5.) Where the work involved is covered by unit prices contained in the Contract Documents, the value of the work for which Contractor claims an increase in the contract price or the credit to which the City is entitled shall be determined by application of such unit prices.
- (6.) Changes in the contract price made pursuant to the Contingency Allowance shall not exceed the amount of the Contingency Allowance listed on the Contractor's bid.
- (7.) In the event that the Contingency Allowance is exhausted, changes in the Contract Price may only be made by Subsidiary Agreement, pursuant to Article B-34 of the General Conditions; the Contractor shall proceed with the work while any such Subsidiary Agreement is being processed.

B-35. FAILURE TO MEET PERFORMANCE REQUIREMENTS.

The delivery of any material, equipment or the performance of any labor hereunder which does not in all respects conform to contract requirements, will be rejected and the Contractor shall be notified promptly by the Director of such rejection and the reason therefor, which notice shall be confirmed in writing. If the said Contractor fails to effect immediate replacement of such rejected materials, equipment and labor with material, equipment and labor meeting the requirements of the order and of the contract, the City of Cleveland will purchase in the open market, material, equipment and hire labor of the character required under the order up to the amount rejected and the said Contractor and his surety shall be liable to the City of Cleveland for any excess cost and expense occasioned the City thereby. The Director shall have the right to suspend the whole or any part of the work to be done hereunder, when the Contractor is not doing the work in accordance with the provisions of the contract. No extension of time for completion of the contract work or claim for damages will be allowed by reason of such suspension.

B-36. ANNULMENT OF CONTRACT.

The Director shall have the right to annul the contract upon the failure of the Contractor to comply within three (3) days after receipt of written notice to proceed with the performance of any work unreasonably delayed as to indicate failure of completion within the time specified or to replace any work, material or equipment not meeting the contract.

B-37. ACCEPTANCE OF PERFORMANCE.

It shall be understood and agreed by the parties hereto that the Director shall determine finally, the satisfactory quality of the work, material and equipment furnished under the contract.

B-38. GUARANTEE.

- A. The Contractor for the work called for in the contract documents, in consideration of the price bid and the payments received or to be received, guarantees that all work done and all material used in the project under contract are in all respects first-class, of the proper kind and quality and has been done and is being done in accordance with the requirements of the contract documents, and also guarantees that the improvement will remain in good condition for and during the entire period of guarantee.
- B. The period of guarantee shall begin upon the date of final acceptance by the Director in writing, of the construction work, and shall continue for a period of twelve (12) months thereafter or as otherwise provided in the supplemental general conditions.
- C. If at any time before or during said period of guarantee, any defects or omissions become apparent in the work, or if the work, or if it becomes apparent that any of the work is not in accordance with the requirements of the contract documents, or if any of the work constructed under this contract requires repairs due to defects in materials or workmanship, or for any other cause which may be attributed to the work which is being done or has been done by the Contractor, all as determined by the Director or his authorized representative, such Director or representative will notify the Contractor to rectify such defects or omissions, or to make the repairs so required.
- D. If the Contractor shall fail to begin to rectify such defects or omissions or to start such repairs within five (5) days from the date of such notification, or if such rectification or repair work is not made in a manner satisfactory to the Director or to his representatives, the Director shall have the right to purchase any necessary materials, rent any necessary tools and equipment and to employ such other person or persons as he may deem proper to make such repairs, and to pay the expense thereof out of moneys then due, or which may thereafter become due to the Contractor, or out of the amount

- retained for that purpose by the City.
- E. In case of an emergency the Director shall have the right to purchase any necessary materials, rent any necessary tools and equipment and to employ such other person or persons as he may deem proper to make such repairs, and to pay the expense thereof out of the moneys then due, or which may thereafter become due to the Contractor, or out of the amount retained for that purpose by the City.
 - F. If such moneys are not sufficient to meet such expense, the additional moneys shall be furnished by the Contractor, and if he refuses or neglects to provide the necessary moneys, they shall be provided by his sureties.
 - G. If it is necessary to remove any part of the work to rectify defects or omissions or to repair defects in materials or workmanship, or if any part of the work becomes damaged due to such rectification or repairing, all such shall be replaced or repaired, all to the satisfaction of the Director or said representative. The guarantee provisions shall also apply to all rectified or repaired work.

B-39. TERMS OF PAYMENT.

- A. The Contractor will make current requests for payment in writing, not more than one each month, and submit them to the Director for approval. Said request shall be dated the last working day of the month and shall be submitted to the Director by the fifth day of the following month. At the same time, a copy of the request shall be mailed by the Contractor to the Resident Engineer or Architect. The request for payment shall cover the materials in place complete, and the amount of work performed in accordance with the contract during the preceding payment period and the value thereof. At the discretion of the Director, allowances may be made for non-perishable materials which are to be incorporated into the work, when delivered and properly stored upon the site. Upon approval of the Contractor's request for payment, the Director will make estimates in writing, one each payment period of the material in place complete, and the amount of work performed, all in accordance with the contract. Upon approval by the Director, the Contractor shall be paid the amount of each such estimate less a deduction of five percentum (5%) which shall be retained until final acceptance of all work covered by the contract, and less all prior payments.
- B. Upon the final acceptance of the work as certified by the Director, the City shall pay the Contractor the whole amount of the money then due the said Contractor under the contract except such sums which have already been paid and except such sum as may have been expended by the City or may be due the City or properly deductible, under the provisions of the contract, and less a deduction of five percentum (5%) to be retained for a further period of forty-five (45) days.
- C. Forty-five (45) days after the final acceptance the Contractor shall be paid the sums retained less proper deductions and less two percent (2%) of the total amount of the contract, which shall be retained for the balance of the guarantee period.
- D. The payment of the moneys provided for herein shall constitute a full and complete discharge of all the duties and obligations of the City of Cleveland under this contract.

B-40. NO WAIVER OF LEGAL RIGHTS.

Neither acceptance of nor payments for the work, or any part of the work, nor any extension of time, nor any possession taken by the City shall operate as a waiver of any portion of the contract, nor shall a waiver of any breach of the contract be held to be a waiver of any other or subsequent breach.

B-41. INDEMNITY CLAUSE.

The Contractor shall indemnify, keep and save harmless the City of Cleveland, Ohio and their respective officers, agents, and employees against all suits or claims that may be based upon any injury to persons or property that may occur, or that may be alleged to have occurred in the course of the performance of this contract by the Contractor, or as a result of the performance of this contract by the Contractor, whether or not it shall be claimed that the injury was caused through a negligent act or omission of the Contractor or his employee, and whether or not the persons injured or whose property was damaged were third parties, employees of the Contractor or employees of an authorized subcontractor; and the Contractor shall at his own expense defend the City of Cleveland in all litigation, pay all attorneys' fees and all costs and other expenses arising out of the litigation or claim incurred in connection therewith; and shall, at his own expense satisfy and cause to be discharged such judgments as may be obtained against the City, or any of its officers, agents or employees.

B-42. FIRE AND EXTENDED COVERAGE INSURANCE.

The Contractor shall insure for the life of the contract against all loss or damage by theft, vandalism, by fire, water, hurricane, windstorm, hail, lightning, explosion, riot, civil commotion, aircraft, smoke, vehicles and other hazards covered by the standard extended coverage insurance endorsement. The insurance policy shall be held jointly in the names of the owner and the Contractor. The amount of the policy may vary with the extent of the work completed, but shall at all times be at least equal to the amount paid on account of work done and materials on hand as furnished or delivered by the Contractor. Certificates of the insurance companies as to the amount and extent of coverage shall be delivered to the City before partial payments are made by any estimate for payment.

B-43. FANNIE M. LEWIS CLEVELAND RESIDENT EMPLOYMENT LAW (Chapter 188, Codified Ordinances).

- A. Employment of City Residents
 - (1.) Where not otherwise prohibited by federal, state or local law or the terms of federal or state grants, the Contractor shall employ Residents to perform twenty percent (20%) of the total Construction Worker Hours ("Resident Construction Worker Hours").
 - (2.) Where not otherwise prohibited by federal, state or local law or the terms of federal or state grants, the Contractor and any of its Subcontractors shall use significant effort to ensure that no less than four percent (4%) of the Resident Construction Worker Hours are performed by Residents who qualify as Low Income Persons.
 - (3.) The Resident Construction Worker Hours percentage levels set forth in subparts 1 and 2 above are intended only as minimum requirements for use of Residents of the City under the Contract and do not limit or defer the Contractor from full use of Residents above those levels.
 - (4.) Prior to the commencement of work, each Contractor and Subcontractor(s) shall complete and submit to the Director of Equal Opportunity a Work Force Table. The Contractor and Subcontractor shall revise this document as required, but not less than once a month.
- B. Reductions; No Waiver

The Director of Equal Opportunity may reduce, but may not waive, the Resident Construction Worker Hours requirement prior to or during construction, as more specifically provided in the Standards and Procedures.

C. Contractor Reporting; Records; Access

- (1.) The Contractor shall provide for the maintenance of all records documenting that Residents of the City are employed in the Contract. The Contractor and its Subcontractors shall maintain copies of personnel documents supportive of every Resident employee's actual residence of record. The Contractor and Subcontractors shall maintain all relevant personnel data in records for a period of at least three (3) years after final completion of the work.
- (2.) The Contractor shall designate a principal officer of its firm to be responsible for administering the Resident Employment Requirement for the Contractor and its Subcontractors. This officer shall meet regularly, or as may be required, with the Director or his designee to ensure compliance with the Resident requirements. The Contractor has primary responsibility for meeting the Resident Employment requirement and the Low Income Persons goal.
- (3.) The Contractor shall submit monthly to the Director of Equal Opportunity certified payroll reports (U.S. Department of Labor Form WH-347 or equivalent) for this Contract in a format specified by the Director. The reports shall identify clearly the actual residence of every employee on each submitted payroll and shall include a hire date for an employee the first time the employee's name appears on a payroll.
- (4.) The Contractor and Subcontractors shall grant the Director of Equal Opportunity, his designated agents, the Chief of Police, or any duly authorized representative of either, full access to their employment records that document information related to the Resident Employment Requirements.

D. Violation; Penalty

- (1.) If Contractor does not employ the percentage of Residents required by these General Conditions, it has breached this contract. The penalty shall be one-eighth of one percent of the final total amount of the contract for each full percentage point by which the Contractor has fallen short of the percentage required by these General Conditions.
- (2.) If Contractor does not meet the Low Income Persons Objective, the Director shall determine if a penalty is appropriate. The penalty shall be one-eighth of one percent of the final total amount of the contract for each percentage of shortfall toward the Low Income Persons Objective.
- (3.) Failure to submit or knowingly falsifying a Work Force Table or any of the reports required by the Resident Employment Law or the Director of OEO is a breach of the contract. The penalty shall be as stated in subsection 1 above, calculated as if no residents were employed. Knowing falsification of reports is also a misdemeanor of the first degree, punishable by a fine of not more than \$5000. A Contractor that is convicted of this crime is barred from contracting with the City for five years on any construction project governed by the Resident Employment Law.
- (4.) Anyone who knowingly supplies false information to establish that a person is a Resident for purposes of the Resident Employment Law is guilty of a misdemeanor of the first degree. Anyone convicted of this crime may not work on a contract under the Resident Employment Law for five years. Contractor shall not employ any person prohibited from employment on a contract governed by the Resident Employment Law. The Director of Equal Opportunity will maintain a list of the persons prohibited from employment.
- (5.) During the five years after a Contractor has violated the Resident Employment Law, the City may require the Contractor to furnish a surety bond or other security of twenty percent of the contract price for any contract governed by the Resident Employment Law awarded to that Contractor. This requirement shall be in addition to any other bond requirement and penalty in the Codified Ordinances.
- (6.) The City may withhold any retainage until it determines whether Contractor must pay a penalty.

B-44. **COMPLIANCE WITH THE CLEVELAND AREA BUSINESS CODE (Chapter 187, Codified Ordinances).**

A. Definitions.

As used in these General Conditions, all terms shall have the meanings assigned to them in the *Cleveland Area Business Code*, Chapter 187 of the Codified Ordinances of Cleveland, Ohio, 1976. Refer to the enclosed Mayor's Office of Equal Opportunity Notice to Bidders & Schedules, Item 2, Definitions, for definitions of terms related to the *Cleveland Area Business Code*.

B. Requirements.

During performance of this contract, contractor shall comply with all applicable requirements of the *Cleveland Area Business Code*, Chapter 187 of the Codified Ordinances of Cleveland, Ohio, 1976, and any *Regulations* promulgated under the Code, which Code and *Regulations* are incorporated into and made part of this contract by this reference as fully as if attached. Specifically, compliance shall include, but not be limited to, the contractor's compliance with its bid representations regarding, CSB, MBE, and/or FBE participation in the contract, and contractor's:

- (1.) Timely and accurate submission of all required forms, including, but not limited to, employment reports, certified payrolls, electronic monitoring forms, and other documentation the Director of the Office of Equal Opportunity may require to ascertain the Contractor's compliance, whether in print or electronically; and
- (2.) Active compliance and cooperation with Project monitors, whether from the Office of Equal opportunity or the Contracting department;
- (3.) Attending and participating in all required pre-construction meetings, Office of equal opportunity compliance meetings, and all progress meetings called by the Contracting Department Director(s) at key intervals during construction of the project (e.g. 25% completion, 50% completion, 75% completion).

C. Failure to Comply.

In determining a Contractor's future eligibility for a City contract, the City shall consider the Contractor's failure to comply with its bid representations and the requirements of the *Cleveland Area Business Code* as a failure to faithfully perform a contract.

B-45. **CITY'S REMEDIES.**

All rights and remedies granted to the City in this Agreement and any other rights and remedies which the City may have at law and in equity are declared to be cumulative and not exclusive and the fact that the City may have exercised any remedy without terminating this Agreement shall not impair the City's rights later to terminate or to exercise any other remedy granted or to which it may be otherwise entitled.

B-46 TERMS OF PAYMENT FOR ISSUE I PROJECTS

On projects in which Issue II funds are used, this section will supersede section B-39.

- a. The contractor will make current requests for payment in writing, not more than one each month, and submit them to the Director for approval. Said request shall be dated the last working day of the month and shall be submitted to the Director by the fifth day of the following month. The request shall consist of an original invoice and one copy; an additional copy of the request shall be mailed by the Contractor to the Resident Engineer or Architect. The request for payment shall cover the materials in place complete, and the amount of work performed in accordance with the Contract during the preceding payment period and the value thereof. At the discretion of the Director, allowances may be made for non-perishable materials, which are to be incorporated into the work, when delivered and properly stored upon the site. Upon the approval of the Contractor's request for payment, the Director will make estimates in writing, one each payment period, of the material in place complete, and the amount of work performed, all in accordance with the contract. Upon approval by the Director, the City shall submit a disbursement request to the Ohio Public Works Commission ("OPWC") in Columbus, Ohio and except for sums which have already been paid, the Contractor shall be paid:
 1. Directly by OPWC, Seventy percent (70%) of the costs of the public improvement which is subject of this Contract eligible for issue 2 funding, as established and determined by OPWC; and
 2. Directly by the City, Thirty percent (30%) of the costs of the public improvement which is subject of this Contract eligible for Issue 1 funding, plus all other costs for the work under this Contract, less a deduction of Five percent (5%) of the total amount of each pay request, which deduction the City shall retain until Final Acceptance of all such work.
- b. Upon the final acceptance of the work as certified by the Director, the City shall pay the Contractor the whole amount of the money then due the said Contractor under the contract except such sums, which have already been paid and except such sum as may have been expended by the City or may be due the City or properly deductible, under this Contract, less a deduction of five percent (5%) to be retained for a further period of forty-five (45) days.
- c. Forty-five (45) days after the final acceptance, the Contractor shall be paid the sums retained less proper deductions and less two percent (2%) of the total amount of the Contract, which shall be retained for the balance of the guarantee period.
- d. The payment of the moneys provided for herein shall constitute a full and complete discharge of all the duties and obligations of the city of Cleveland under this contract.

B-47 Ohio Products

To the extent possible, the Contractor shall use and cause its subcontractors to use Ohio products, materials, service and labor in performance of the contract.

SUPPLEMENT TO GENERAL CONDITIONS – PART B

FANNIE M. LEWIS CLEVELAND RESIDENT EMPLOYMENT LAW

The following provisions apply to any agreement entered into starting January 1, 2004, by which the City either grants a privilege or commits to expend or expends its funds or other resources, or federal grant opportunities, including without limitation, Community Development Block Grants, Urban Development Action Grants and Economic Development Administration Grants, in an amount of \$100,000 or more, for the erection, rehabilitation, improvement, alteration, conversion, extension, demolition or repair of improvements to real property, including facilities providing utility service and includes the supervision, inspection, and other on-site functions incidental to construction, but not to professional services. Construction Contract includes any contract that is entered into by a person or entity that receives a grant, loan, privilege, credit, or resources from the City, from its funds or from federal grant opportunities for the poor, minorities and/or unemployed in an amount of \$100,000 or more, for the purpose of erecting, improving rehabilitating, altering, converting, extending, demolishing, or repairing real property or improvements to real property.

DEFINITIONS:

"Resident" or "Resident of the City" shall mean persons domiciled within the boundaries of City of Cleveland. The domicile is an individual's one and only true, fixed and permanent home and principal establishment.

"Low Income Person" shall mean a Resident who is a member of a family having an income equal to or less than the Section 8 very low-income limit established by the Department of Housing and Urban Development. Very low-income families are defined as families whose incomes do not exceed fifty percent (50%) of the median family income for the area. Income limits are adjusted for family size. Unrelated individuals shall be considered as one-person families for this purpose.

"Construction Worker Hours" shall mean the total hours worked on the Contract by Skilled and Unskilled Construction Trade Workers, whether those workers are employed by the Contractor or any Subcontractor. The total Construction Worker Hours to be furnished at the construction site includes the number of hours devoted to all tasks customarily performed on a construction site, whether or not such tasks are, in fact, performed on the construction site. Construction Worker Hours excludes the number of hours of work performed by non-Ohio residents.

"Resident Employment Requirement" means the percentage of Construction Worker Hours Residents must work, as required by Section 188.02.

"Skilled and Unskilled Construction Trade Worker" shall mean all work site foremen, journey workers, including technical engineers, apprentices, construction trainees and elevator construction helpers and apprentices that are in a bona fide apprenticeship training program that is certified by the U.S. Department of Labor, Bureau of Apprenticeship and Training. Also included are other workers appropriate for construction activities. Salaried superintendents are excluded.

"Referral Source" shall mean a company or agency that the Director of Equal Opportunity has designated as a source from which a Contractor must or may seek referrals of Residents or Low Income Persons to work on a Construction Contract.

"Work Force Table" shall mean a document identifying a Contractor's estimated numbers and types of various Skilled and Unskilled Trade Workers required for performance of a Construction Contract, separately listed by trade, month, Residents and Low Income Persons.

FANNIE M. LEWIS CLEVELAND RESIDENT EMPLOYMENT LAW
(Chapter 188, Codified Ordinances)

A. Employment of City Residents

1. Where not otherwise prohibited by federal, state or local law or the terms of federal or state grants, the Contractor shall employ Residents to perform twenty percent (20%) of the total Construction Worker Hours ("Resident Construction Worker Hours").
2. Where not otherwise prohibited by federal, state or local law or the terms of federal or state grants, the Contractor and any of its Subcontractors shall use significant effort to ensure that no less than four percent (4%) of the Resident Construction Worker Hours are performed by Residents who qualify as Low Income Persons.
3. The Resident Construction Worker Hours percentage levels set forth in subparts 1 and 2 above are intended only as minimum requirements for use of Residents of the City under the Contract and do not limit or defer the Contractor from full use of Residents above those levels.
4. Prior to the commencement of work, each Contractor and Subcontractor(s) shall complete and submit to the Director of Equal Opportunity a Work Force Table.

The Contractor and Subcontractor shall revise this document as required, but not less than once a month.

B. Reductions; No Waiver

The Director of Equal Opportunity may reduce, but may not waive, the Resident Construction Worker Hours requirement prior to or during construction, as more specifically provided in the Standards and Procedures.

C. Contractor Reporting; Records; Access

1. The Contractor shall provide for the maintenance of all records documenting that Residents of the City are employed in the Contract. The Contractor and its Subcontractors shall maintain copies of personnel documents supportive of every Resident employee's actual residence of record. The Contractor and Subcontractors shall maintain all relevant personnel data in records for a period of at least three (3) years after final completion of the work.

2. The Contractor shall designate a principal officer of its firm to be responsible for administering the Resident Employment Requirement for the Contractor and its Subcontractors. This officer shall meet regularly, or as may be required, with the Director or his designee to ensure compliance with the Resident requirements. The Contractor has primary responsibility for meeting the Resident Employment requirement and the Low Income Persons goal.

3. The Contractor shall submit monthly to the Director of Equal Opportunity certified payroll reports (U.S. Department of Labor form WH-347 or equivalent) for this Contract in a format specified by the Director. The reports shall identify clearly the actual residence of every employee on each submitted payroll and shall include a hire date for an employee the first time the employee's name appears on a payroll.

4. The Contractor and Subcontractors shall grant the Director of Equal Opportunity, his designated agents, the Chief of Police, or any duly authorized representative of either, full access to their employment records that document information related to the Resident Employment Requirements.

D. Violation; Penalty

1. If Contractor does not employ the percentage of Residents required by these General Conditions, it has breached this contract. The penalty shall be one-eighth of one percent of the final total amount of the contract for each full percentage point by which the Contractor has fallen short of the percentage required by these General Conditions.

2. If Contractor does not meet the Low Income Persons Objective, the Director shall determine if a penalty is appropriate. The penalty shall be one-eighth of one percent of the final total amount of the contract for each percentage of shortfall toward the Low Income Persons Objective.

3. Failure to submit or knowingly falsifying a Work Force Table or any of the reports required by the Resident Employment Law or the Director of OEO is a breach of the contract. The penalty shall be as stated in subsection 1 above, calculated as if no residents were employed. Knowing falsification of reports is also a misdemeanor of the first degree, punishable by a fine of not more than \$5000. A Contractor that is convicted of this crime is barred from contracting with the City for five years on any construction project governed by the Resident Employment Law.

4. Anyone who knowingly supplies false information to establish that a person is a Resident for purposes of the Resident Employment Law is guilty of a misdemeanor of the first degree. Anyone convicted of this crime may not work on a contract under the Resident Employment Law for five years. Contractor shall not employ any person prohibited from employment on a contract governed by the Resident Employment Law. The Director of Equal Opportunity will maintain a list of the persons prohibited from employment.

5. During the five years after a Contractor has violated the Resident Employment Law, the City may require the Contractor to furnish a surety bond or other security of twenty percent of the contract price for any contract governed by the Resident Employment Law awarded to that Contractor. This requirement shall be in addition to any other bond requirement and penalty in the Codified Ordinances.

6. The City may withhold any retainage until it determines whether Contractor must pay a penalty.

CITY'S REMEDIES

All rights and remedies granted to the City in this Agreement and any other rights and remedies which the City may have at law and in equity are declared to be cumulative and not exclusive and the fact that the City may have exercised any remedy without terminating this Agreement shall not impair the City's rights later to terminate or to exercise any other remedy granted or to which it may be otherwise entitled.

NORTHERN IRELAND FAIR EMPLOYMENT PRACTICES DISCLOSURE

INSTRUCTIONS: Pursuant to Codified Ordinance Sec. 181.36, the information requested on this page must be supplied by all contractors and any subcontractors having more than a fifty percent (50%) interest in the proposed contract prior to any contract being awarded by the City of Cleveland. Any contractor or subcontractor who is deemed to have made a false statement shall be declared to have acted in default of its contract and shall be subject to the remedies for default contained in its contract. For failure to cure such a default, contractor or subcontractor shall be automatically excluded from bidding for the supply of any goods or services for use by the City for a period of two (2) years.

CHECK WHICHEVER IS APPLICABLE:

A. The undersigned or any controlling shareholder,* subsidiary, or parent corporation of the undersigned is **NOT ENGAGED IN ANY BUSINESS OR TRADING FOR PROFIT IN NORTHERN IRELAND.** (if paragraph A. is checked, proceed to the signature line.)

B. The undersigned or any controlling shareholder,* subsidiary, or parent corporation **IS ENGAGED IN ANY BUSINESS OR TRADING FOR PROFIT IN NORTHERN IRELAND.** (if paragraph B. is checked, please either check the stipulation contained in paragraph C. or attach documentation that shows that the undersigned has complied with the stipulation contained in paragraph C.)

C. The undersigned and all enterprises identified in paragraph B. are **TAKING LAWFUL AND GOOD FAITH STEPS TO ENGAGE IN FAIR EMPLOYMENT PRACTICES WHICH ARE RELEVANT TO THE STANDARDS EMBODIED IN THE "MacBRIDE PRINCIPLES FOR FAIR EMPLOYMENT IN NORTHERN IRELAND."** A copy of the MacBride Principles can be obtained from the Office of the Commissioner of Purchases and Supplies. In lieu of checking this paragraph, the undersigned must attach documentation which the undersigned believes shows compliance with the stipulation contained in this paragraph C.

PERK COMPANY INC.
Name of Contractor or Subcontractor
By: [Signature]
Title: ANTHONY C. PERK
SECRETARY / TREASURER

* "Controlling shareholder" means any shareholder owning more than fifty percent (50%) of the stock in the corporation or more than twenty-five percent (25%) of the stock in the corporation if no other shareholder owns a larger share of stock in the corporation.

Prevailing Wage Notification

This contract is subject to Ohio Prevailing Wage Laws, Chapter 4115 of the Ohio Revised Code. The Contractor and all subcontractors shall comply with all provisions contained therein or as otherwise provided by this note. The Contractor guarantees that the prevailing wage scale to be paid to all laborers and mechanics employed on this contract shall be in accordance with the schedule of the prevailing hourly wage and fringe benefits as determined by the Ohio Department of Commerce for the county in which the work is being performed. The failure to pay prevailing wages to all laborers and mechanics employed on this project shall be considered a breach of contract. Such a failure may result in a revocation or suspension of any and all City of Cleveland certifications held by the contractor and/or subcontractor as well as suspension or debarment from eligibility to compete for any future City of Cleveland work.

A schedule of the most current prevailing wage rates may be accessed by registering with the Ohio Department of Commerce, Labor and Worker Safety Division, Wage and Hour Bureau at the following address:

<http://198.234.41.198/w3/webwh.nsf?Opendatabase>

Printed copies of Prevailing Wage Rates are also available upon request to bidders at Room 128 City Hall, 601 Lakeside Ave., Cleveland OH. There is a charge of 5 cents per page.

It is entirely the Bidder's responsibility to ascertain for him or her self any and all Prevailing Wage Rates that apply to this contract, to develop and submit a bid that complies in all aspects to the Ohio Prevailing Wage Laws, Chapter 4115 O.R.C., and, should a contract be awarded to the Bidder, to comply completely with any and all applicable requirements of Ohio Prevailing Wage Laws, Chapter 4115 O.R.C. and the City of Cleveland throughout the entire contract.

The Contractor and all subcontractors shall compensate the employees on this contract at a pay rate not less than the hourly wage and fringe rate listed on the website noted above, for the applicable job classification or as may be modified by the Ohio Department of Commerce, Labor and Worker Safety Division, Wage and Hour Bureau, when new prevailing rates are established.

Overtime shall be paid at one and one-half times the basic hourly rate for any hours worked beyond forty hours during a pay week. The Contractor and all subcontractors shall pay all compensation by company check to the worker and fringe benefit program.

The wage and fringe rates determined for this project or as may be later modified, shall be posted by the Contractor in a prominent and accessible place on the project, field office, or equipment yard where they can be easily read by the workers or otherwise made available to the workers. On the first pay date of contract work the Contractor and all subcontractors shall furnish each employee covered by prevailing wage a completed Form whpw1512: Prevailing Wage Notification to Employee in accordance with Section 4115.05 O.R.C., showing the classification, hourly pay rate and fringes, and identifying the City's Prevailing Wage Coordinator (CPWC), if such employees are not covered by a collective bargaining agreement or understanding between employers and bona fide organizations of labor. These forms shall be signed by the Contractor or subcontractor and the employee and kept in the Contractor's or subcontractor's payroll files.

The Contractor and all subcontractors shall submit to the City's Prevailing Wage Coordinator (CPWC) or other designated Department Representative, certified payrolls on form whpw1509 or equivalent form meeting the reporting requirements established by Ohio Revised Code Chapter 4115, in accordance with Sections 4115.07 and 4115.0719(c) O.R.C., three weeks after the start of work and every subsequent week until the completion of the project. Additionally, a copy of the "Apprentice Certification" obtained from the Ohio State Apprenticeship Council must accompany all certified payrolls submitted for all apprentices working on the contract.

Upon completion of the contract and before the final payment, the Contractor shall submit to the CPWC a final wage affidavit, by executing Form LAW1003: Affidavit of Compliance PREVAILING WAGES, or equal, in accordance with Section 4115.07 O.R.C. stating that all wages have been paid in conformance with the minimum rates set forth in the contract. This affidavit must be submitted to the City before the surety is released or final payment due under the terms of the contract is made.

It is ultimately the responsibility of the Contractor to ensure that all laws relating to prevailing wages in Chapter 4115 O.R.C. are strictly adhered to by all subcontractors.

The Contractor and all subcontractors shall make all of its payroll records available for inspection, copying or transcription by any authorized representative of the City of Cleveland or the State of Ohio. Additionally, the Contractor and all subcontractors shall permit such representatives to interview any employees during working hours while the employee is on the job.

Compliance with Prevailing Wage is of the essence of the contract. Section 123.08(b) (6) (c) C.O. establishes the Director of O.E.O. as responsible for compliance. Each department has a Prevailing Wage Coordinator. Each project has a Prevailing Wage Coordinator, who shall be designated the CPWC for the project. The Contractor is responsible for cooperating fully with all City personnel in administering Prevailing Wage.

If the Contractor or any subcontractor fails to comply with any of the provisions contained in this Prevailing Wage Notification, the City may terminate the contract, suspend or debar the Contractor or subcontractor, suspend or cancel all City certifications held by the Contractor or subcontractor, and/or withhold or suspend pay estimates after written notice and a reasonable opportunity to comply has been provided.

This notice shall become an integral part of any contract or contracts issued pursuant to this Invitation to Bid.

Jeh120709

**MAYOR'S OFFICE OF EQUAL OPPORTUNITY
PARTICIPATION INFORMATION FORM**

The Subcontractor Participation Goals for this contract are:
(PUBLIC IMPROVEMENTS)

30% CSB Participation

A searchable database of all CSB Subcontractors eligible to fulfill these subcontractor participation goals can be found on the City of Cleveland Office of Equal Opportunity Website:

<http://www.city.cleveland.oh.us/CityofCleveland/Home/Business/Equal%20Opportunity>

Click on [CSB/MBE/FBE Registry](#).

EQUAL OPPORTUNITY CLAUSE
(Section 187.22(b) C.O.)

Each Contract also shall contain the following equal opportunity clause:

"During the performance of this contract, the contractor agrees as follows:

- (1) The contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group or Vietnam-era or disabled veteran status. The contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group, or Vietnam-era or disabled veteran status. As used in this chapter, "treated" means and includes without limitation the following: recruited, whether by advertising or other means; compensated, whether in the form of rates of pay or other forms of compensation; selected for training, including apprenticeship, promoted, upgraded, demoted, downgraded, transferred, laid off and terminated. The contractor agrees to and shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the hiring representatives of the contractor setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that the contractor is an equal opportunity employer.
- (3) The contractor shall send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract, or understanding, a notice advising the labor union or worker's representative of the contractor's commitments under the equal opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) It is the policy of the City that local businesses, minority-owned businesses and female-owned businesses shall have every practicable opportunity to participate in the performance of contracts awarded by the City subject to the applicable provisions of the Cleveland Area Business Code.
- (5) The contractor shall permit access by the Director or his or her designated representative to any relevant and pertinent reports and documents to verify compliance with the Cleveland Area Business Code, and with the Regulations. All such materials provided to the Director or designee by the contractor shall be considered confidential.
- (6) The contractor will not obstruct or hinder the Director or designee in the fulfillment of the duties and responsibilities imposed by the Cleveland Area Business Code.
- (7) The contractor agrees that each subcontract will include this Equal Opportunity Clause, and the contractor will notify each subcontractor, material supplier and supplier that the subcontractor must agree to comply with and be subject to all applicable provisions of the Cleveland Area Business Code. The contractor shall take any appropriate action with respect to any subcontractor as a means of enforcing the provisions of the Code."

RESOLUTION No.

419-20

BY: Director Spronz

BOARD OF CONTROL

Received 10-29-2020

Approved 11-3-2020

Adopted 11-4-2020

[Signature]
Secretary

BE IT RESOLVED BY THE BOARD OF CONTROL OF THE CITY OF CLEVELAND, that the bid of Perk Company, Inc. for the public improvement of E. 105th Street Rehabilitation (Greenlawn Ave. to North City Limits), all bid items, for the Division of Engineering and Construction, Mayor's Office of Capital Projects, received on October 7, 2020, under the authority of Ordinance No. 635-19, passed by Cleveland City Council on June 3, 2019, upon a unit price basis for the improvement, in the aggregate amount of \$5,958,904.73, is affirmed and approved as the lowest responsible bid, and the Director of Capital Projects is authorized to enter into contract for the improvement with the bidder.

BE IT FURTHER RESOLVED that the employment of the following subcontractors by Perk Company, Inc. for the above-mentioned public improvement is approved:

Trafftech, Inc.....	\$199,531.00 (3.3%)
Tech Ready Mix, Inc.....	\$1,109,500.00 (18.6%)
Cuyahoga Supply and Tool.....	\$445,050.00 (7.5%)
PGT Construction, Inc.....	\$268,300.00 (4.5%)

Yeas: Directors Langhenry, Dumas, Davis, Kennedy, Interim Director Kimball, Acting Directors Coulter, Wackers, Directors West, McNamara, Donald
Nays: None
Absent: Mayor Jackson, Directors Cox, Ebersole



City of Cleveland
Clerk of Council

THE FOLLOWING ORDINANCE WAS PASSED BY THE COUNCIL OF THE CITY OF CLEVELAND

ORDINANCE NO. 635-2019

WHEREAS, under Article VIII, Section 2k of the Ohio Constitution, the State of Ohio is authorized to issue bonds and other obligations of the State for the purpose of financing public infrastructure capital improvements of political subdivisions as designated by law; and

WHEREAS, under Section 164.03 of the Revised Code, the District One Public Works Integrating Committee has been created to evaluate applications for state financing of capital improvement projects of local subdivisions in Cuyahoga County; and

WHEREAS, this ordinance constitutes an emergency measure providing for the usual daily operation of a municipal department; now, therefore

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CLEVELAND:

Section 1. That the Mayor is authorized to apply to the District One Public Works Integrating Committee for state funding for the rehabilitation of portions of East 105th Street from Greenlawn Avenue to North City Limits (the "Improvement").

Section 2. That the Mayor is authorized to apply to the District One Public Works Integrating Committee for state funding in the form of a loan or grant, or a combination of both, to obtain credit enhancements and loan assistance in support of the city's bonds issued for bridge and road improvements for the Improvement.

Section 3. That the Mayor is authorized to accept one or more loans or grants from the Ohio Public Works Commission, acting by and through its Director, to finance the Improvement; that the Mayor is authorized to file all papers and execute all documents necessary to receive the funds under the loan or grant; and that the funds are appropriated for the purposes described in this ordinance.

Section 4. That the Director of Capital Projects is authorized to apply for and accept gifts or grants or other funds from public or private entities, that the Director is authorized to file all papers and execute all documents necessary to receive the funds; and that the funds are appropriated for the purposes of this ordinance.

Section 5. That, provided the City sells future bonds authorized for the purposes of this ordinance, the City of Cleveland is obligated to provide cash matching funds in the amount of the local share.

Section 6. That, provided the City sells future bonds authorized for the purposes of this ordinance, the Director of Capital Projects is authorized to employ by contract or contracts one or more consultants or one or more firms of consultants for the purpose of supplementing the regularly employed staff of the several departments of the City of Cleveland in order to provide professional design, engineering and construction services necessary for the Improvement.

The selection of the consultants for the services shall be made by the Board of Control on the nomination of the Director of Capital Projects from a list of qualified consultants available for employment as may be determined after a full and complete

canvass by the Director of Capital Projects for the purpose of compiling a list. The compensation to be paid for the services shall be fixed by the Board of Control. The contract or contracts shall be prepared by the Director of Law, approved by the Director of Capital Projects and certified by the Director of Finance.

Section 7. That, under Section 167 of the Charter of the City of Cleveland, this Council determines to make the public improvement as described in this ordinance, for the Office of Capital Projects, by one or more contracts duly let to the lowest responsible bidder or bidders after competitive bidding on a unit basis for the Improvement.

Section 8. That, provided the City sells future bonds authorized for the purposes of this ordinance, the Director of Capital Projects is authorized to enter into one or more contracts for the making of the Improvement with the lowest responsible bidder or bidders after competitive bidding on a unit basis for the Improvements, provided, however, that each separate trade and each distinct component part of the Improvements may be treated as a separate improvement, and each, or any combination, of the trades or components may be the subject of a separate contract on a unit basis.

Section 9. That the Director of Capital Projects is authorized to accept cash contributions from public or private entities for infrastructure restoration costs associated with relocating, rehabilitating or reconstructing utility infrastructure for the Improvements and costs associated with implementing green infrastructure features to address combined sewer overflows. That the Director of Capital Projects is authorized to enter into agreements with the entities for this purpose.

Section 10. That, when appropriate, the Director of Capital Projects is authorized to enter into one or more contracts with railroads, the Greater Cleveland Regional Transit Authority, the Northeast Ohio Regional Sewer District and other public or private entities to obtain services or to acquire property rights such as easements and licenses, necessary to construct the Improvement described in this ordinance.

Section 11. That the Director of Capital Projects is authorized to accept right-of-entries from private property owners within the Improvement locations where access to private property is necessary to complete the proposed Improvement.

Section 12. That the Director of Capital Projects is authorized to enter into one or more agreements with private utility companies to pay charges for the installation of underground lines in connection with the Improvement.

Section 13. That notwithstanding any provision of the Codified Ordinances of Cleveland, Ohio, 1976, to the contrary, the Commissioner of Purchases and Supplies is authorized to acquire, accept, and record for right-of-way purposes any real property including but not limited to fee simple acquisitions, temporary easements, permanent easements, and work agreements as is necessary to make the Improvement described in this ordinance. The consideration to be paid for the property and easements shall not exceed fair market value, as described by the Board of Control.

Section 14. That the Director of Capital Projects is authorized to execute, on behalf of the City, all documents necessary to acquire, accept, and record the property and easements and to employ and pay all fees for title companies, surveys, escrows, appraisers, and all other costs necessary for the acquisition of the property and easements.

Section 15. That the Mayor or Director of Capital Projects is authorized to file all papers and execute all documents necessary to receive the funds under this ordinance; and that the funds are appropriated for the purposes described in the ordinance.

Section 16. That the Director of Capital Projects is authorized to enter into any agreements needed to implement the Improvement, including but not limited to, multi-party agreements between the City and other governmental entities regarding the funding and construction of the Improvement.

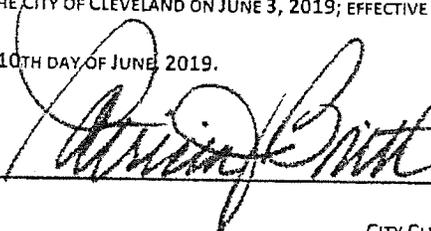
Section 17. That the Director of Capital Projects is authorized to accept cash contributions from the public or private entities, including but not limited to, the Greater Cleveland Regional Transit Authority and the Northeast Ohio Regional Sewer District, for the Improvement. That the Director of Capital Projects is authorized to enter into agreements with the entities for this purpose.

Section 18. That the cost of the contracts, payments, property acquisition, agreements, cash matches, and other expenditures authorized shall be paid from Fund Nos. 20 SF 520, 20 SF 528, 20 SF 534, 20 SF 540, 20 SF 546, 20 SF 554, 20 SF 563, 20 SF 568, 20 SF 574, 20 SF 579, 20 SF 586, from the fund or funds to which are credited any gift, grant, or other funds received under this ordinance, from cash contributions accepted and appropriated under this ordinance, and from any other funds approved by the Director of Finance, including future bond funds if issued for this purpose. (RQS 0103, RLA 2019-30)

Section 19. That this ordinance is declared to be an emergency measure and, provided it receives the affirmative vote of two-thirds of all the members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise it shall take effect and be in force from and after the earliest period allowed by law.

I, PATRICIA J. BRITT, CITY CLERK, CLERK OF COUNCIL, DO HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF ORDINANCE NO. 635-2019, PASSED BY THE COUNCIL OF THE CITY OF CLEVELAND ON JUNE 3, 2019; EFFECTIVE JUNE 5, 2019.

WITNESS MY HAND AND SEAL AT CLEVELAND, OHIO, THIS 10TH DAY OF JUNE, 2019.



PATRICIA J. BRITT
CITY CLERK, CLERK OF COUNCIL

**CITY OF CLEVELAND
BOND**

PUBLIC IMPROVEMENT

FORM A

Surety Bond No. HICNE-10-239-0828

File No. 75-20

We, Perk Co., Inc *, as principal,
and Hudson Insurance Company, 100 William Street, 5th Floor, New York, NY 10038, as surety, are held and bound to
the City of Cleveland in the penal sum of Five Million Nine Hundred Fifty Eight Thousand Nine Hundred Four 73/100
dollars (\$ 5,958,904.73), for the payment of which well and truly to be made, we jointly and severally bind ourselves, our
heirs, executors, administrators, successors, and assigns by this bond.

A condition of this obligation is that the principal did on February 8, 20 21, enter into the attached contract with the
City of Cleveland, which contract is made a part of this bond as if fully set forth in it:

If the principal shall well and truly execute all stipulations by it to be executed and shall fully perform the work therein specified and
do and perform all terms, conditions, and requirements of the plans, specifications, and contract, and shall indemnify and save
harmless the City of Cleveland from all suits and actions of every kind brought against the City, its directors, or any officer of the
City, for, or on account of, any injury or damage to person or property arising from or growing out of the construction of the work
specified in the contract, or the doing of any work therein described, and shall indemnify and save harmless the City of Cleveland
from all suits and expense over the expense included in the contract price, for royalties or infringements on patents that may be
involved in construction of the appliances contracted for, or any part, in the use of the appliances or any part hereafter and if the
principal shall defend, at its proper cost and expense, all suits and actions of every kind that may be brought against the City of
Cleveland because of the use of the appliances or any part, and further shall indemnify and save harmless the City of Cleveland
from all liens, charges, claims, demands, loss, costs, and damages of every kind and shall pay all lawful claims of subcontractors,
material suppliers, and laborers for labor performed and for materials furnished in carrying forward, performing, or completing of
the contract, then this obligation shall be void, otherwise it shall be and remain in full force; we agreeing and consenting that this
undertaking shall be for the benefit of any laborer or material supplier having a just and lawful claim, as well as for the City of
Cleveland; and further, that the parties to the contract may, from time to time and as often as they see fit, make any additions to,
omissions from, or modifications of the work, plans, or specifications and the surety stipulates and agrees that no modifications,
omissions, or additions, in or to the terms of the contract or in or to the plans or specifications shall in any way affect the
obligations of the surety on its bond; it being expressly understood and agreed that the liability of the surety for all claims under
this bond shall not exceed the penal amount of this obligation stated above.

Signed this January 4, 20 21.

*, 8100 Grand Avenue, Suite 300, Cleveland, OH 44104

ANTHONY CIFANI, SECR./TREAS.

Perk Co., Inc

Principal

Scott C. Mahorsky, Attorney-In-Fact

Hudson Insurance Company

Surety

Effective Date: December 17, 1998

Expiration Date: April 01, 2020

State of Ohio
Department of Insurance
Certificate of Authority

This is to Certify, that

HUDSON INSURANCE COMPANY

NAIC No. 25054

is authorized in Ohio to transact the business of insurance as defined in the following section(s) of the Ohio Revised Code:

Section 3929.01 (A)

Aircraft	Inland Marine
Allied Lines	Medical Malpractice
Boiler & Machinery	Multiple Peril - Commercial
Burglary & Theft	Multiple Peril - Farmowners
Collectively Renewable A & H	Multiple Peril - Homeowners
Commercial Auto - Liability	Noncancellable A & H
Commercial Auto - No Fault	Nonrenew-States Reasons (A&H)
Commercial Auto - Physical Damage	Ocean Marine
Credit	Other
Credit Accident & Health	Other Accident only
Earthquake	Other Liability
Fidelity	Private Passenger Auto - Liability
Financial Guaranty	Private Passenger Auto - No Fault
Fire	Private Passenger Auto - Physical Damage
Glass	Surety
Group Accident & Health	Workers Compensation
Guaranteed Renewable A & H	

This Certificate of Authority is subject to the laws of the State of Ohio.



Mike DeWine, Governor

A handwritten signature in cursive script, reading "Jillian Froment".

Jillian Froment, Director

HUDSON INSURANCE COMPANY

SHORT FORM FINANCIAL STATEMENT
AS OF DECEMBER 31, 2019

ASSETS

Bonds	\$	345,619,567
Real estate		0
Cash on hand and on deposit		111,338,436
Reinsurance Receivable		356,648,283
FIT recoverable (including net deferred tax asset)		16,352,414
Aggregate write-ins for other than invested assets		374,021,233
Deferred premiums, agents' balances and installments booked but deferred and not yet due (including earned but unbilled premiums)		68,255,801
Stocks		254,859,465
Other Assets		89,769,150
Total Assets	\$	<u>1,616,864,349</u>

LIABILITIES & SURPLUS

Losses	\$	232,135,659
Loss adjustment expense		27,181,246
Other expenses		27,548,056
Unearned Premiums		113,141,748
Ceded reinsurance premiums payable		605,079,295
Payable to parent, subsidiaries and affiliates		4,826,344
Commissions payable, contingent commissions and other similar charges		22,657,806
Other Liabilities		107,140,820
Total Liabilities	\$	<u>1,139,710,974</u>
Preferred and Common capital stock	\$	7,500,238
Gross paid in and contributed surplus		293,480,097
Unassigned funds (surplus)		176,173,040
Surplus as regards policyholders	\$	<u>477,153,375</u>
Total Liabilities and Surplus	\$	<u>1,616,864,349</u>

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

I, the undersigned Senior Vice President and Controller of Hudson Insurance Company hereby certify the foregoing to be a short form financial statement in the form of a balance sheet, showing the Company's assets and liabilities on a provisional basis, at the close of business on December 31, 2019.

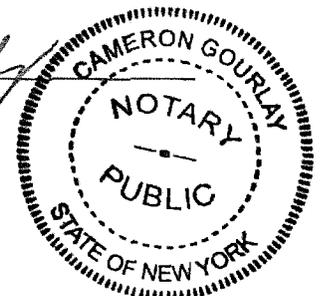
IN TESTIMONY WHEREOF, I have set my hand and affixed the seal of the Company, this 24th day of MARCH, 2020.

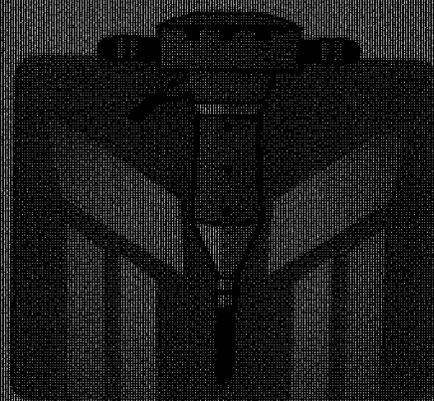
Keith Brennan
Keith M. Brennan
Controller

Subscribed and sworn to before me this 24th day of MARCH, 2020.
My commission expires

Cameron Gourlay

CAMERON GOURLAY
Notary Public, State of New York
No. 01GO6372305
Qualified in New York County
Commission Expires June 4, 2022





MANORSKY
SUIT & TIE

Main Office:

**2100 Quaker Pointe Drive
Quakertown, PA 18951**

Phone: (215) 536-0253 • Fax: (215) 536-0257

Branch Offices:

Pennsylvania
Pittsburgh

New York
Williamsville

Virginia
Norfolk

South Carolina
Charleston

Florida
Orlando



**Bureau of Workers'
Compensation**

30 W. Spring St.
Columbus, OH 43215

Certificate of Ohio Workers' Compensation

This certifies that the employer listed below participates in the Ohio State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. This certificate is only valid if premiums and assessments, including installments, are paid by the applicable due date. To verify coverage, visit www.bwc.ohio.gov, or call 1-800-644-6292.

This certificate must be conspicuously posted.

Policy number and employer
01075491

Period Specified Below
07/01/2020 to 07/01/2021

PERK COMPANY
8100 GRAND AVE STE 300
CLEVELAND, OH 44104



www.bwc.ohio.gov
Issued by: BWC

Administrator/CEO

You can reproduce this certificate as needed.

Ohio Bureau of Workers' Compensation

Required Posting

Section 4123.54 of the Ohio Revised Code requires notice of rebuttable presumption. Rebuttable presumption means an employee may dispute or prove untrue the presumption (or belief) that alcohol, marihuana or a controlled substance not prescribed by the employee's physician is the proximate cause (main reason) of the work-related injury.

The burden of proof is on the employee to prove the presence of alcohol, marihuana or a controlled substance was not the proximate cause of the work-related injury. An employee who tests positive or refuses to submit to chemical testing may be disqualified for compensation and benefits under the Workers' Compensation Act.



**Bureau of Workers'
Compensation**

You must post this language with the Certificate of Ohio Workers' Compensation.



ADDITIONAL REMARKS SCHEDULE

AGENCY AssuredPartners of Ohio, LLC		License # 954553	NAMED INSURED Perk Company Inc. 8100 Grand Ave., Suite 300 Cleveland, OH 44104-3164
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

The following provisions apply when required by written contract, agreement

Additional Insured:**General Liability:**

Blanket CNA75079XX Owners, Lessees or Contractors - Ongoing and Completed Operations

Blanket CNA74705XX Lessor of Leased Equipment, Manager Lessor of Premises, Mortgagee, State or political Subdivisions-Permits

CG2010 Ongoing Operations included if contract requires

CG2037 Products Completed Operations included if contract requires

Additional Insured Auto:

Blanket CNA63359XX

Waiver of Subrogation:

Blanket GL: CNA74705XX

Blanket Auto : CNA63359XX

Umbrella: Follows Form

Primary and Non Contributory:

Blanket GL: CNA75079XX

Blanket Auto: CNA63359XX

Umbrella: Follows Form to AI, PNC, WOS



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CONTRACT NO. 07 0103 PI 2021 * 002

THE CITY OF CLEVELAND
WITH

Perk Co., Inc

8100 Grand Ave Ste 400, Cleveland, Ohio 44104

FOR

for the public improvement of E. 105th Street Rehabilitation (Greenlawn Ave. to North City Limits), all bid items, for the Division of Engineering and Construction, Mayors Office of Capital Projects

The Approximate cost is	\$	5,958,904.73
Requisition Number	\$	0.00
Requisition Number	\$	0.00
Total	\$	0.00

The legal form and correctness of this contract and the bond are approved.

Barbara A. Langley
DIRECTOR OF LAW

Stephanie L. [Signature]
ASSISTANT DIRECTOR OF LAW

Feb. 3, 2021

File No. 75-20

CERTIFICATION

The sum of \$ 5,958,904.73

required for this/contract was on 1/22, 21 and is, at this date, in

the City Treasury or in process of collection, to the credit of _____ Fund and not

appropriated for any other purpose.

[Signature]
Director of Finance

Date 1/26, 2021

[Signature]
Commissioner of Accounts

Date 02-02-2021

Entered by: [Signature]
Appropriation Clerk

Indexed by: [Signature]
Accountant

Date 1/22/21



Mayor's Office of Capital Projects

Date: September 27, 2022

To: Mark D. Griffin, Chief Legal Counsel
Department of Law

From: James D. DeRosa, Director
Mayor's Office of Capital Projects

Re: Request to Amend City Contract No. 2021-02

The Mayor's Office of Capital Projects is requesting to amend City Contract No. 2021-02 signed February 8, 2021 for the public improvement of East 105th Street Rehabilitation to authorize the Director of Capital Projects to increase the project asphalt paving contract unit costs due to an unprecedented increase in crude oil material costs.

JD/mkc

Cc: Ryan Puente, Chief Government Affairs Officer
Bradford J. Davy, Chief Strategy Officer
Bonita G. Teeuwen, Chief Operating Officer
Richard Switalski, Administration Bureau Manager, Division of Engineering & Const.
Meredith Carey, Legislative Liaison
Nancy Lanzola, Department of Law