

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2017 – 196

By: Mayor Perciak and Mr. Carbone

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH A FIRM OF CONSULTANTS TO PROVIDE CONSULTING SERVICES RELATING TO BUILDING EXTERIOR DESIGN FOR THE CITY OF STRONGSVILLE'S WASTEWATER TREATMENT PLANTS "B" AND "C", AND DECLARING AN EMERGENCY.**

WHEREAS, by and through Resolution No. 2017-107, Council authorized the Mayor to request proposals for consulting services relating to the building exterior design, field observation and contract administration in connection with further roofing repair and replacement for the City's Wastewater Treatment Plants "B" and "C"; and

WHEREAS, various proposals were received, the proposers were ranked in accordance with law, and Council is desirous of proceeding to award and enter into an agreement for such services with the firm ranked as the best qualified and best proposer.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA AND STATE OF OHIO:

**Section 1.** That the Mayor be and is hereby authorized and directed to execute and enter into an agreement with **CONSTRUCTION RESOURCES, INC.**, a firm of professional consultants and the best qualified and highest ranked firm, in a total amount not to exceed \$195,000.00, to provide design and consulting services, including those of certain sub-consultants, in connection with further roofing repair and replacement, building exterior design, field observation and contract administration services for the City's Wastewater Treatment Plants "B" and "C" in the City of Strongsville, in accordance with its proposal, addendum, and related forms and documents, copies of which are attached hereto as Exhibit A and/or on file with the Director of Public Service, and which, in all respects, are hereby approved.

**Section 2.** That the funds necessary for the purposes of this Ordinance have been appropriated and shall be paid from the Sanitary Sewer Fund.

**Section 3.** That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council; and that all deliberations of this Council, and any of its committees, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

**Section 4.** That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare, and for the further reason that it is immediately necessary to engage a firm providing professional design and consulting services on this project to ensure proper specifications and drawings, and to conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

CITY OF STRONGSVILLE, OHIO  
ORDINANCE NO. 2017 - 196

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Kenneth M. Dooner  
President of Council

Approved: Thomas J. Bauer  
Mayor

Date Passed: November 20, 2017

Date Approved: November 21, 2017

|            | <u>Yea</u> | <u>Nay</u>   |
|------------|------------|--------------|
| Carbone    | <u>✓</u>   | <u>_____</u> |
| Daymut     | <u>✓</u>   | <u>_____</u> |
| DeMio      | <u>✓</u>   | <u>_____</u> |
| Dooner     | <u>✓</u>   | <u>_____</u> |
| Schonhut   | <u>✓</u>   | <u>_____</u> |
| Short      | <u>✓</u>   | <u>_____</u> |
| Southworth | <u>✓</u>   | <u>_____</u> |

Attest: Cheryl Meneilly  
Assistant Clerk of Council

ORD. No. 2017-196 Amended: \_\_\_\_\_  
1st Rdg. 11/20/17 Ref: \_\_\_\_\_  
2nd Rdg. Suspended Ref: \_\_\_\_\_  
3rd Rdg. Suspended Ref: \_\_\_\_\_

Pub Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
Adopted: 11/20/17 Defeated: \_\_\_\_\_

**CONSTRUCTION RESOURCES, INC.**

33900 Station Street  
Solon, OH 44139  
(440) 248-9800 FAX (440) 248-9939

**PROPOSAL**  
FOR CONSULTING SERVICES

To: Mr. Joseph M. Walker  
Director of Public Services  
City of Strongsville  
16099 Foltz Parkway  
Strongsville, OH 44149

SERVICE: Phase II Technical Design

LOCATIONS: WWTP's B & C

PHONE: (440) 376-2119  
EMAIL: joe.walker@strongsville.org

DATE: 9/1/17

We hereby submit the following outline for consulting services:

Upon your acceptance of this proposal, Construction Resources, Inc. will be engaged to prepare detail drawings and technical specifications for the scope of work defined in the CRI study completed in May 2017 for Plant B & C WWTP; for an Owner project budget of \$2,500,000. Makarich Structural Engineering LLC will assist CRI in design and visit the project twice during construction for engineering assistance for a fee of \$2,500; this fee is included in the proposed fee below. Adjustment to the budget may be needed after design is complete. The liability for the work to be contracted lies with the awarded contractor and the manufacturers of the products they install. The City will create their own front and back ends of the contract documents, as authored by the Law Department.

We will prepare a draft package of full specifications and drawings for your approval. We will design a roof system that is OBC compliant. We will also design concrete repairs, loose guardrail remounting, louvers for glass block replacement, and man door replacement, as defined in the May 2017 study report. Subsequent to your approval, we will provide a listing of qualified contractors that should be invited to bid. We will be present at the pre-bid meeting to answer appropriate bidder questions and explain the scope of the project. We will assist in reviewing the bids and in recommending the bid to accept.

The draft plans and specifications will be reviewed with you within 120 days from acceptance of this proposal and your approval to proceed.

A separate proposal for a contract administration/field observation service (Phase III) will be submitted, upon your request.

**WE PROPOSE** hereby to furnish consulting services—complete in accordance with this outline, for the sum of:  
One Hundred Twenty Seven Thousand Five Hundred and Zero/100-----dollars (\$127,500.00)

Payable as follows: Net 30 days from billing

The Consultant's services consist of those services done by Construction Resources, Inc., its employees, or outside consultants who may be required to perform the intended scope of work as outlined. The services provided by the Consultant, its findings, or reports prepared will be in accordance with its proposal, Owner's acceptance of these agreements, and generally accepted principles and practices of the industry. In performing its services, the Consultant will use that degree of care and skill ordinarily exercised under similar circumstances by members of its industry. Statements made in reports by the Consultant are opinions based on judgment and are not to be construed as representations of fact. Consultant's liabilities are limited to the total amount of the fee charged to the client.

Authorized signature:

Bud Griffith, President

NOTE: This proposal may be withdrawn by us if not accepted within 10 days.

**ACCEPTANCE OF PROPOSAL** -- The prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature Thomas P. Perciak Date 11-21-17 Signature \_\_\_\_\_ Date \_\_\_\_\_  
Thomas P. Perciak, Mayor, City of Strongsville

**CONSTRUCTION RESOURCES INC.**

33900 Station Street  
Solon, OH 44139  
(440) 248-9800 Fax (440) 248-9939

**PROPOSAL**  
FOR CONSULTING SERVICES

Page No.1 of 1 Page

To: Mr. Joseph M. Walker  
Director of Public Services  
City of Strongsville  
16099 Foltz Parkway  
Strongsville, OH 44149

SERVICE: Phase III part time field observation & contract administration

PROJECT: 2018 WWTP roof project

PHONE: (440) 376-2119  
EMAIL: joe.walker@strongsville.org

DATE: 9/1/17

We hereby submit the following outline for consulting services:

Upon your acceptance of this proposal, Construction Resources Inc. will be engaged to assist the City of Strongsville with Contract Administration and with field observation for the 2018 WWTP projects. Our field observer will be present for approximately four hours each contracting day, during contractor activity. Hours needed will be at the discretion of the Observer and their Superintendent. We will also attend weekly project meetings between the contractor(s), and Client. Field reports will be generated for each observation day and submitted to the building owner. We will create a digital photographic dairy. The Client agrees that Construction Resources is not liable for the quality or functionality of the restoration project; the liability lies with the contractor and the manufacturers of the materials they install.

We will also review all contractor submittals, applications for payment, and close out documents.

Our Phase III observation rate is \$60.00 per hour. Project meetings, CA and audits are at a rate of \$90 per hour. The actual fee will depend on the time needed to complete the engagement, and is therefore dependent on contractor time. Should evening, weekend or holiday hours be needed for observation, the hourly rate will be at time and one-half. Travel and field report preparation time is included and billed within total hours charged for Phase III services. At this point, it is estimated that the project will take 36 weeks to complete the work. Consequently, the field observation fee is capped at \$43,200.00, which is 720 straight time hours. The meeting, CA and audit fee is capped at \$24,300, which is 270 straight time hours, assuming weekly project meetings, multiple site visits to deal with issues, a preconstruction meeting, a punch list meeting and a final audit meeting.

**WE PROPOSE** hereby to furnish consulting services—complete according to this outline, for the sum of:  
Sixty Seven Thousand Five Hundred and Zero/100-----dollars (\$ 67,500.00)

Payable as follows: Net 30 days from billing

The Consultant's services consist of those services done by Construction Resources, Inc., its employees, or outside consultants who may be required to perform the intended scope of work as outlined. The services provided by the Consultant, its findings, or reports prepared will be in accordance with its proposal, Owner's acceptance of these agreements, and generally accepted principles and practices of the industry. In performing its services, the Consultant will use that degree of care and skill ordinarily exercised under similar circumstances by members of its industry. Statements made in reports by the Consultant are opinions based on Judgment and are not to be construed as representations of fact. Consultant's liabilities are limited to the total amount of the fee charged to the client.

Authorized signature:

Bud Griffith, President

NOTE: This proposal may be withdrawn by us if not accepted within 10 days.

**ACCEPTANCE OF PROPOSAL** -- The prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature Thomas P. Perciak Date 11-21-17 Signature \_\_\_\_\_ Date \_\_\_\_\_  
Thomas P. Perciak, Mayor, City of Strongsville

**Re: WASTEWATER TREATMENT PLANTS "B" AND "C"**  
**BUILDING EXTERIOR DESIGN PROJECT**

**ADDENDUM TO PROPOSALS BETWEEN**  
**THE CITY OF STRONGSVILLE ("CITY") AND**  
**CONSTRUCTION RESOURCES, INC. ("CONSULTANT")**  
**FOR CONSULTING SERVICES**

1. **WARRANTIES.** Consultant warrants that its services will be performed in a professional manner and in accordance with prevailing and applicable industry standards for comparable work within the Northeast Ohio area.

2. **INSURANCE.** Consultant shall maintain throughout the duration of this Agreement insurance in the following amounts:

- (a) Worker's Compensation and Employer's Liability  
Worker's Compensation                      Statutory  
Employer's Liability                                \$500,000/\$500,000/\$500,000
  
- (b) Comprehensive Automobile Liability  
\$1,000,000 combined single limit Bodily Injury and Property Damage
  
- (c) Comprehensive General Liability including environmental coverage,  
(naming the Client as additional insured)  
\$1,000,000    per occurrence  
\$2,000,000    annual aggregate  
\$2,000,000    product/completed operations per  
    occurrence  
\$1,000,000    personal injury/advertising liability
  
- (d) Umbrella/Excess Liability  
\$2,000,000    per occurrence  
\$2,000,000    annual aggregate  
\$2,000,000    products aggregate
  
- (e) Professional Liability Insurance (including errors and omissions) in an amount of \$1,000,000 per claim and annual aggregate, provided that such coverage shall be maintained for a period of not less than two (2) years after completion of the construction of the Project.

The foregoing policies shall be with responsible carriers qualified to do business within the State of Ohio, and shall contain a provision that coverage will not be cancelled or failed to be renewed until at least (30) days' prior written notice has been given to the City. Certificates of Insurance showing such coverage to be in force shall be filed with the City through its Director of Finance prior to commencement of the Services and shall be in proper form.

Consultant hereby agrees to maintain the insurances described above during the term hereof. If Consultant fails to furnish and maintain the insurances required, the City may purchase such insurance on behalf of Consultant, and Consultant shall pay the cost thereof to the City upon demand and shall furnish to the City any information needed to obtain such insurance.

**3. CONSULTANT'S INDEMNIFICATION.** Consultant hereby agrees to defend, indemnify and hold harmless the City and any of its officers or employees from all loss, damage, cost or expense, including but not limited to attorneys fees and expert witness fees, arising out of or in any way caused by:

- (a) Consultant's negligent performance of services under this Agreement;
- (b) Claims, suits or actions of every kind and description when such suits or actions are caused by negligent, willful and/or wanton acts, and/or errors or omissions of Consultant, its officers, employees, consultants, subconsultants, and/or subcontractors; or
- (c) Injury or damages received or sustained by any party because of the negligent willful and/or wanton acts, and/or errors or omissions of Consultant, its officers, employees, consultants, subconsultants, and/or subcontractors.

Consultant shall include a same or similar indemnity provision in each of its contracts with any approved consultant, subconsultant, and subcontractor, which requires that such person or entity defend, indemnify and hold harmless the City, its officers and employees from all loss, damage, cost, or expense to the extent caused by the negligence, error, omission, or willful or wanton misconduct of such person or entity.

**4. POWERS OF THE CITY.** Nothing contained in this Agreement shall be considered to diminish the governmental or police powers of the City, including, but not limited to, the City's authority to enter into a similar agreement with any other entity.

**5. NONDISCRIMINATION.** Consultant agrees to comply with all applicable federal, state, county and local laws regarding nondiscrimination, and specifically agrees not to discriminate against any employee or applicant for employment because of race, color, religion, creed, gender, national origin, or disability.

**6. NON-WAIVER.** Neither the waiver by either party to this Agreement of any breach of any agreement, condition or provision of this Agreement, nor the failure of either party to seek redress for violation of, or to insist upon strict performance of any agreement, condition or provision, shall be considered to be a waiver of the agreement, condition or provision or of any subsequent breach of any agreement, condition or provision. No provision of this Agreement may be waived except by written agreement of the party to be charged.

**7. NOTICES.** Any notice or other communication required or permitted hereunder shall be deemed to be properly given when sent by certified or registered mail, postage prepaid, return receipt requested, or when hand delivered, and addressed as follows:

**If to City (w/ a copy to Law Director):**  
Director of Public Service  
City of Strongsville  
16099 Foltz Parkway  
Strongsville, Ohio 44149

**If to Consultant:**  
Bud Griffith, President  
Construction Resources, Inc.  
33900 Station Street  
Solon, OH 44139

Either party may at any time, by giving ten (10) days' written notice to the other party, designate any other address in substitution of the foregoing address to which the notice or communication shall be transmitted.

**8. PARAGRAPH HEADINGS.** The paragraph headings contained herein are merely for convenience and reference, and are not intended to be a part of this Agreement, or in any manner to limit or describe the scope or intent of this Agreement or the particular paragraphs to which they refer.

**9. LEGAL RELATIONSHIP OF PARTIES.** It is expressly understood and agreed that during the term of this Agreement, Consultant shall be engaged in the provision of services solely as an independent contractor, and shall have no right to control City's officials, employees, agents, contractors, or representatives. It is further expressly understood that Consultant's officers, employees, agents, contractors, and representatives are acting solely and exclusively under the direction and control of Consultant. Nothing in this Agreement shall be deemed to create or establish a relationship of employment, agency, or representation between the City and Consultant, its officers, employees, agents, contractors or representatives; and Consultant shall have no authority whether express, implied, apparent or otherwise to bind or obligate the City in terms of any third parties.

**10. NO PARTNERSHIP.** Nothing contained herein shall make, or be deemed to make, the City and Consultant a partner of one another, and this Agreement shall not be construed as creating a partnership between the parties.

**11. COMPLIANCE WITH CERTAIN STATE LAWS.** Consultant is in compliance with and shall abide by the applicable reporting provisions of O.R.C. Sections 9.23-9.239 regarding reporting obligations with respect to the State Auditor; and also with respect to the amended requirements of O.R.C. Section 3517.13 regarding limitations and restrictions on contributions to the campaign committees of certain officials of the City.

**12. PUBLIC RECORDS LAW.** The Consultant recognizes the requirements of Ohio Revised Code Section 149.43 *et seq.*, otherwise known as the "Ohio Public Records Law," and fully waives and releases any claim against the City of Strongsville and any of its officers and employees relating to the release of any of its documents or information. Furthermore, the Consultant agrees to defend, indemnify and hold the City of Strongsville and its officers and employees harmless from any and all claims arising from the release of any document or information made available to the City of Strongsville unless subject to lawful exemption.

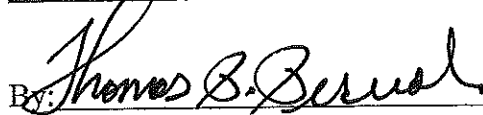
**13. MUNICIPAL INCOME TAX.** The vendor/contractor, if located within the City or doing business within the City, shall withhold all City income taxes due or payable under the provisions of the Municipal Income Tax ordinance for wages, salaries, and commissions paid to its employees pursuant to Chapter 881, sections 881.03/.04 of the Codified Ordinances of the City of Strongsville. The vendor/contractor shall likewise require its subcontractors to withhold any such City income taxes due for services performed under this Contract, as required by section 881.04. The vendor/contractor is further required to register with the City's Tax Administrator under SCO 881.27, and to file any Municipal Income Tax Returns and pay any taxes required by Chapter 881.

14. **SINGULAR AND PLURAL.** Wherever the context shall so require, the singular shall include the plural and the plural shall include the singular.

15. **BINDING EFFECT AND PERMITTED SUCCESSORS AND ASSIGNS.** This Agreement and all of the covenants hereof shall be binding upon and inure to the benefit of both the City and Consultant, and their respective partners, successors, permitted assigns and legal representatives. Neither the City nor Consultant shall have the right to assign or transfer its interests or obligations hereunder without the advance written consent of the other party.

Acceptance of the terms of this Addendum to Scope of Services and Fee Proposal is acknowledged by both Consultant and City through the following signatures of their respective authorized representatives.

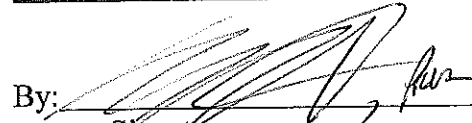
**"CITY"**  
**CITY OF STRONGSVILLE**

By:   
Signature

Thomas P. Perciak, Mayor  
Typed Name/Title

Nov. 21, 2017  
Date of Signature

**"CONSULTANT"**  
**CONSTRUCTION RESOURCES, INC.**

By:   
Signature

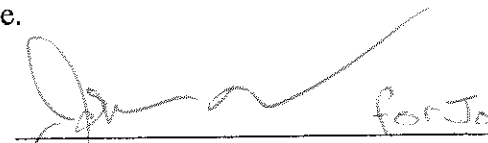
Bud Griffith, President  
Typed Name/Title

11/14/17  
Date of Signature

**CERTIFICATION OF FUNDS**

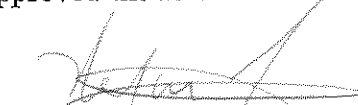
*John Mockler Supervisor of Budget + Mgt*  
I, ~~Joseph K. Dubovec~~, Director of Finance of the Client of Strongsville, Ohio hereby certify that the money to meet this Agreement has been lawfully appropriated for the purpose of the Agreement and is in the treasury of the Client, or is in the process of collection to the credit of the appropriate fund free from prior encumbrance.

11-21-17  
Date

 for Joseph K. Dubovec  
Director of Finance  
*Supervisor of Budget + Mgt*

**CERTIFICATE OF LAW DIRECTOR**

I hereby certify that I have reviewed and approved the form of the foregoing Agreement this 21st day of November, 2017.

  
Neal M. Jamison, Law Director

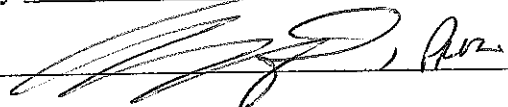


**CITY OF STRONGSVILLE**  
**EQUAL OPPORTUNITY REQUIREMENTS**  
**for**  
**SERVICE and SUPPLY CONTRACTS**

The City of Strongsville has adopted by Resolution No. 1977-70 regulations which provide that all prospective BIDDERS on CONTRACTS in excess of \$2,500.00 for Services, Equipment and Material Supplies or Vendors must complete and file with the BID the following Affirmative Action Certification, or BID will be deemed non-responsive and void.

This Certification becomes part of the resultant CONTRACT.

In providing goods and/or services hereunder Vendor, Lessor or CONTRACTOR agrees to comply with the provisions of Title VI and Title VII of the Civil Rights Act of 1964 and provisions of Executive Order no. 11246, dated September 24, 1965 as amended by Executive Order No. 11375, dated October 13, 1967 and such other executive orders on non-discrimination in Employment as may be issued with the rules, regulations and orders pursuant thereto as the same may be amended or revised from time to time all of which are specifically included by reference and made a part hereof. Vendor, Lessor or CONTRACTOR agree to include the substance of the foregoing clause in every Sub-Contract or Purchase Order for performance of work in furnishing goods and/or services hereunder.

Company: Construction Resources, Inc.  
By:   
Date: 11/14/70

NON-COLLUSION AFFIDAVIT

STATE OF OHIO )  
COUNTY Cuyahoga ) SS:

Bud Gristall, being first duly sworn, deposes and says that  
he/she is President of the party making the foregoing  
(Title)

Proposal; that such Proposal filed herewith is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such Proposal is genuine and not collusive or sham; that said Proposer has not, directly or indirectly, induced or solicited any other Proposer to put in a false or sham Proposal, and has not, directly or indirectly, colluded, conspired, connived or agreed with any Proposer or anyone else to put in a sham Proposal or that anyone shall refrain from proposing; that said Proposer has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the Proposal price of said Proposer or of any other Proposer or to fix any overhead, profit, or cost element of such Proposal price or that of any other Proposer, or to secure any advantage against the City of Strongsville or anyone interested in the proposed Contract; that all statements contained in such Proposal are true; that said Proposer has not, directly or indirectly, submitted his Proposal price or any breakdown 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 referenced, 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 Proposer in his general business; and further that said Proposer shall 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 the Contract above referenced in the event the same is awarded to the Proposer.

[Signature]  
Affiant

SWORN TO BEFORE ME AND SUBSCRIBED IN MY PRESENCE THIS 14<sup>th</sup> day  
of NOVEMBER, 2019.

[Signature]  
Notary Public

COLLEEN A. HEALEY  
Notary Public, State of Ohio  
My Commission Exp. 4-1-2020

**DELINQUENT PERSONAL PROPERTY STATEMENT**

Construction Resources, Inc.

(name of contractor/proposer)

, having been awarded a Contract by the City of

Strongsville hereby affirms under oath, pursuant to R.C. 5719.042 that at the time the Proposal was submitted, my company (was) (was not) charged with delinquent personal property taxes on the General Tax List of Personal Property for Cuyahoga County, Ohio.

If such charge for personal property tax exists on the General Tax List of Personal Property Cuyahoga County, Ohio the amount of such due and unpaid delinquent taxes including due and unpaid penalties and interest shall be set forth below.

A copy of this statement shall be transmitted to the Cuyahoga County Fiscal Officer and the Cuyahoga County Treasurer within thirty days of the date it is submitted. A copy of this statement shall also be incorporated into the Contract made between the City of Strongsville and the Proposer, and no payment shall be made with respect to any Contract unless such statement has been so incorporated as a part thereof.

Delinquent Personal Property Tax

\$ 0

Penalties

\$ 0

Interest

\$ 0

Construction Resources, Inc.

(Company Name)

By:

[Signature], Pres

Its:

President

STATE OF OHIO )

) SS:

COUNTY CUYAHOGA )

SWORN TO BEFORE ME, a Notary Public in and for said county and state, on this 14th day of NOVEMBER, 2017.

Colleen A. Healey  
Notary Public

COLLEEN A. HEALEY  
Notary Public, State of Ohio  
My Commission Expires 4-1-2020

**DECLARATION AND REPRESENTATION  
IN ACCORDANCE WITH O.R.C. §9.24  
(Unresolved Findings for Recovery)**

In accordance with provisions of Ohio Revised Code Section 9.24, the undersigned contractor/bidder hereby certifies and represents to the City that it does not currently have any unresolved findings for recovery against it pending with the Ohio Auditor of State. The undersigned further understands and acknowledges that pursuant to law, the City, as owner, will conduct a search of the Auditor of State's available database to verify the within information; and further that if the undersigned contractor/bidder appears on the list indicating that there are one or more unresolved findings for recovery, then it will be prohibited under law and disqualified from being awarded a contract for goods, services or construction paid for in whole or in part with state funds. Such findings may also be considered by the City in determining the lowest and best contractor/bidder, even if no state funds are involved.

**CONTRACTOR/BIDDER**

Construction Resources, Inc.

By: *[Signature]*

Title: President

Date: 11/14/17

STATE OF OHIO )  
) ) SS:  
COUNTY OF CUYAHOGA )

SWORN TO AND SUBSCRIBED before me this 14<sup>th</sup> day of NOVEMBER, 2017.

*Colleen A. Healey*  
Notary Public

COLLEEN A. HEALEY  
Notary Public, State of Ohio  
My Commission Exp: 4-1-2020

**CERTIFICATION AND REPRESENTATIONS  
CONCERNING CAMPAIGN CONTRIBUTIONS TO CITY OFFICIALS**

In accordance with City policy and consistent with the intent of provisions of Ohio Revised Code Section 3517.13 as amended, the undersigned contractor/bidder hereby certifies and represents to the City that neither it nor any of the following have during the past two (2) years made individual contributions exceeding \$1,000.00 to any City officials or their campaign committees who have or would be involved in awarding the contract, bid or purchase order being proposed or entered into: (i) an individual; or (ii) partner or owner of partnership or unincorporated association; (iii) shareholder of association; (iv) more than 20% shareholder if a corporation; (v) administrator of estate; (vi) executor of estate; (vii) trustee of trust or; (viii) spouse of any of the above.

The undersigned further understands and acknowledges that the City can confirm and verify the above information; and that if any of these certifications or representations are false, then the City will have the discretion to prohibit and disqualify the undersigned from being awarded a contract, bid or purchase order by the City for goods or services exceeding \$500.00 in value during any calendar year.

**CONTRACTOR/BIDDER**

Construction Resources, Inc.

By: [Signature], Pres.

Title: President

Date: 11/14/17

STATE OF Ohio )  
 ) SS:  
 COUNTY OF CUYAHOGA )

SWORN TO AND SUBSCRIBED before me this 14<sup>th</sup> day of NOVEMBER, 2017.

[Signature]  
 Notary Public

COLLEEN A. HEALEY  
 Notary Public, State of Ohio  
 My Commission Exp. 4-1-2020