

**REGULAR COUNCIL MEETING
OF THE COUNCIL OF THE CITY OF BROOK PARK, OHIO
TO BE HELD ON TUESDAY OCTOBER 21, 2025
7:30 P.M.**

- A. ROLL CALL OF MEMBERS**
- B. PLEDGE OF ALLEGIANCE**
- C. APPROVAL OF MINUTES OF PRECEDING MEETINGS:**
 - 1. CAUCUS PRIOR MEETING MINUTES HELD ON OCTOBER 7, 2025.
 - 2. REGULAR COUNCIL MEETING MINUTES HELD ON OCTOBER 7, 2025.
- D. REPORTS OF STANDING COMMITTEES:**
 - Aviation & Environmental Committee - Dufour
 - Board of Zoning Appeals - Mencini
 - Finance Committee - Scott
 - Legislative Committee - Scott
 - Parks & Recreation Committee - Mccorkle
 - Planning Committee - Poindexter
 - Safety Committee - Troyer
 - Service Committee - Roberts
- E. REPORTS OF SPECIAL COMMITTEES:**
 - Southwest General Health Center Trustee - Mencini
 - Berea Board of Education Representative - Mccorkle
 - Technology & Innovation Council Representative -Dufour
- F. REPORTS OF BOARDS AND COMMISSIONS:**
- G. INTRODUCTION OF RESOLUTIONS OF COMMENDATION:**
- H. REPORTS AND COMMUNICATIONS FROM THE MAYOR:**
- I. REPORTS AND COMMUNICATIONS FROM DEPARTMENTS,
COMMISSIONS, AND OTHER PUBLIC OFFICIALS:**
- J. OTHER COMMUNICATIONS AND PETITIONS, AND VERBAL APPROVAL:
{INTRODUCTION OF NEW LEGISLATION}:**

K. MISCELLANEOUS BUSINESS, APPOINTMENTS, CONFIRMATIONS:

L. REMARKS FROM THE AUDIENCE ON ANY SUBJECT MATTER:

M. ORDINANCES AND RESOLUTIONS FIRST READING:

1. ORDINANCE NO. 11497-2025
AN ORDINANCE AMENDING SECTION 351.13 OF THE BROOK PARK CODIFIED ORDINANCES, AND DECLARING AN EMERGENCY. Introduced by Mayor Orcutt and C/W.

2. ORDINANCE NO. 11498-2025
AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH PFUND SUPERIOR SALES CO., INC. FOR THE PURCHASE OF A 2024 FORD E-450 LIFE LINE TYPE III AMBULANCE, MODEL "SUPERLINER" AND DECLARING AN EMERGENCY.
Introduced by Mayor Orcutt and C/W.

3. RESOLUTION NO. 23-2025
A RESOLUTION APPROVING A LOT CONSOLIDATION AT 13955 BROOKPARK ROAD, LOCATED IN THE U7 ZONING DISTRICT, AND DECLARING AN EMERGENCY. Introduced by Council As a Whole.

4. ORDINANCE NO. 11499-2025
AN ORDINANCE AUTHORIZING AND APPROVING THE MAYOR TO ENTER INTO A PERSONAL SERVICES CONTRACT WITH BUILDING TECHNICIANS CORP. FOR PROFESSIONAL SEVICES AD DECLARING AN EMERGENCY.
Introduced by Mayor Orcutt and C/W.

5. ORDINANCE NO. 11500-2025
AN ORDINANCE AMENDING ORDINANCE 11477-2025, AUTHORIZING THE MAYOR TO PURCHASE BRIDGE LIGHTING, AND DECLARING AN EMERGENCY.
Introduced by Mayor Orcutt and C/W.

6. ORDINANCE NO. 11501-2025
AN ORDINANCE AUTHORIZING THE DIRECTOR OF PUBLIC SERVICE TO ADVERTISE FOR BIDS AND THE MAYOR TO ENTER INTO A CONTRACT FOR THE MAYOR TO ENTER INTO A CONTRACT FOR THE 2026-2027 EQUIPMENT AND GENERAL PAVEMENT SERVICES PROGRAM, AND DECLARING AN EMERGENCY. Introduced by Mayor Orcutt and C/W.

N. SECOND READING OF ORDINANCES AND RESOLUTIONS:

O. THIRD READING OF ORDINANCES AND RESOLUTIONS:

1. ORD. NO. 11490-2025

AN ORDINANCE APPROVING THE REZONING OF PERMANENT PARCEL NUMBER(S) 344-15-001 AND INCLUDING 344-15-176 FROM U3-B TO U2-A6, LOCATED AT 14401 SNOW ROAD. Introduced by Council As A Whole.

P. ADJOURNMENT:

SYNOPSIS OF LEGISLATION
FOR THE REGULAR COUNCIL MEETING OF OCTOBER 21, 2025

FIRST READING:

Ord. No. 11497-2025 AN ORDINANCE AMENDING SECTION 351.13 OF THE BROOK PARK CODIFIED ORDINANCES, AND DECLARING AN EMERGENCY

SYNOPSIS: An ordinance that amends the law for Parking commercial vehicles/trailers.

Ord. No. 11498-2025 AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH PFUND SUPERIOR SALES CO., INC. FOR THE PURCHASE OF A 2024 FORD E-450 LIFE LINE TYPE III AMBULANCE, MODEL "SUPERLINER" AND DECLARING AN EMERGENCY

SYNOPSIS: An ordinance for purchasing a new Ambulance for the Fire Department.

Res. No. 23-2025 A RESOLUTION APPROVING A LOT CONSOLIDATION AT 13955 BROOKPARK ROAD, LOCATED IN THE U7 ZONING DISTRICT, AND DECLARING AN EMERGENCY

SYNOPSIS: A resolution approving the Planning Commission's recommendation for a lot consolidation at 13955 Brookpark Road.

Ord. No. 11499-2025 AN ORDINANCE AUTHORIZING AND APPROVING THE MAYOR TO ENTER INTO A PERSONAL SERVICES CONTRACT WITH BUILDING TECHNICIANS CORP. FOR PROFESSIONAL SERVICES AND DECLARING AN EMERGENCY

SYNOPSIS: An ordinance for roof repairs for the Safety Department at 17401 Holland Road.

Ord. No. 11500-2025 AN ORDINANCE AMENDING ORDINANCE 11477-2025, AUTHORIZING THE MAYOR TO PURCHASE BRIDGE LIGHTING, AND DECLARING AN EMERGENCY

SYNOPSIS: An ordinance for purchasing bridge lighting from Echo Electric.

Ord. No. 11501-2025 AN ORDINANCE AUTHORIZING THE DIRECTOR OF PUBLIC SERVICE TO ADVERTISE FOR BIDS AND FOR THE MAYOR TO ENTER INTO A CONTRACT FOR THE 2026-2027 EQUIPMENT AND GENERAL PAVEMENT SERVICES PROGRAM, AND DECLARING AN EMERGENCY

SYNOPSIS: An ordinance for next year's roads program.

THIRD READING:

Ord. No. 11490-2025 AN ORDINANCE APPROVING THE REZONING OF PERMANENT PARCEL NUMBER(S) 344-15-001 AND INCLUDING 344-15-176 FROM U3-B TO U2-A6, LOCATED AT 14401 SNOW ROAD

SYNOPSIS: An ordinance to approve the rezoning for the residential development at 14401 Snow Road.

PREPARED BY THE BROOK PARK LEGAL DEPARTMENT
October 15, 2025

CITY OF BROOK PARK, OHIO

ORDINANCE NO: 11497-2025

INTRODUCED BY: MAYOR ORCUTT

AN ORDINANCE
AMENDING SECTION 351.13
OF THE BROOK PARK CODIFIED ORDINANCES,
AND DECLARING AN EMERGENCY

NOW THEREFORE, BE IT ORDAINED, by the Council of the City of Brook Park, State of Ohio, that:

SECTION 1: Section 351.13 of the Brook Park Codified Ordinances, as enacted by Ordinance No.7047-1987, passed August 4, 1987, amended by Ordinance No. 9470-2008, passed May 7, 2008, and by Ordinance 9509-2008, passed September 16,2008, reading as follows:

351.13 PARKING OF COMMERCIAL VEHICLES PERMITTED

a) No person, business or corporation shall park or leave standing any commercial truck, trailer or semitrailer exceeding 7 feet in width; 6 feet 6 inches in height; and/or 6,000 pounds gross vehicle weight on any residential property within the City for any purpose or length of time other than for the expeditious unloading; delivery; pickup; and/or loading of materials.

b) No person, business or corporation shall park or leave standing any commercial truck, trailer or semitrailer on any street, roadway, alley or other public place within the City for any purpose or length of time other than for the expeditious unloading; delivery; pickup; and/or loading of materials.

Is hereby amended to read:

351.13 PARKING OF COMMERCIAL VEHICLES PERMITTED

a) No person, business or corporation shall park or leave standing any commercial truck, trailer or semitrailer exceeding 7 feet in width; 6 feet 6 inches in height; and/or 6,000 pounds gross vehicle weight on any residential property within the City for any purpose or length of time other than for the expeditious unloading; delivery; pickup; and/or loading of materials.

b) No person, business or corporation shall park or leave standing any commercial truck, trailer or semitrailer on any street, roadway, alley or other public place within the City for

OCT 09 2025

any purpose or length of time other than for the expeditious unloading; delivery; pickup; and/or loading of materials.

c) In non-residential districts, the use of public streets, rights-of-way, or other public places as substitute loading zones is prohibited for any business that does not provide designated commercial parking or loading areas on its premises, except upon written permission issued by the City.

d) The City may issue such permission on a temporary, limited, or conditional basis where it determines that:

1. No reasonable on-site loading or parking alternative exits.
2. The use of the street will not unduly interfere with traffic flow, public safety, or emergency access.
3. The unloading activity will occur only during specified hours under such restrictions as the City may impose.

SECTION 2: Former Section 351.13 of the Brook Park Codified Ordinances as enacted by Ordinance No.7047-1987 passed August 4, 1987, amended by ordinance 9470-2008, passed May 7, 2008, and Ordinance 9509-2008, passed September 16, 2008 is hereby expressly repealed.

SECTION 3: 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 of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 4 This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of said City; therefore, provided this ordinance receives the affirmative vote of at least five (5) 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..

PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____
Clerk of Council

APPROVED: _____
MAYOR

DATE

I HEREBY APPROVE THE WITHIN INSTRUMENT AS TO LEGAL FORM AND CORRECTNESS.

DIRECTOR OF LAW

Finance

PIC 10-7-25 Finance
CA 10-14-2025
1st R _____
2nd R _____
3rd R _____
4th R _____

CITY OF BROOK PARK, OHIO

ORDINANCE NO: 11498-2025

INTRODUCED BY: MAYOR ORCUTT

AN ORDINANCE
AUTHORIZING THE MAYOR TO ENTER INTO AN
AGREEMENT WITH PFUND SUPERIOR SALES CO., INC. FOR THE PURCHASE
OF A 2024 FORD E-450 LIFE LINE TYPE III AMBULANCE, MODEL
"SUPERLINER" AND DECLARING AN EMERGENCY

WHEREAS, this ambulance shall be purchased through the State of Ohio Term Schedule Pricing, as further described in Exhibit "A"; and,

WHEREAS, Pfund Superior Sales Co., Inc. has provided a quote for this project, which is attached hereto and incorporated herein as Exhibit "A" for \$316,965.00, less trade of the 2013 Ford E-450 Road Rescue vehicle for \$12,000.00, for a total of \$304,965.00.

NOW THEREFORE, BE IT ORDAINED, by the Council of the City of Brook Park, State of Ohio, that:

SECTION 1: That the Mayor is hereby authorized and directed to enter into an agreement with Pfund Superior Sales Co., Inc. for the purchase of a 2024 Ford E-450 Life Line Type III Ambulance, model "Superliner".

SECTION 2: The money needed for the aforesaid transaction shall not exceed \$304,965.00 and shall be paid from Fire Vehicle Acquisition Fund 450.

SECTION 3: 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 of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

RECEIVED
OCT 07 2025
BROOK PARK CITY COUNCIL

SECTION 4: This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of said City, and for the further reason that Council deems it necessary for the Mayor to enter into said agreement with undue delay; therefore, this Ordinance shall take effect and be in force immediately from and after its passage and approval by the Mayor.

PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____
Clerk of Council

APPROVED: _____
MAYOR

DATE

I HEREBY APPROVE THE WITHIN
INSTRUMENT AS TO LEGAL FORM
AND CORRECTNESS.


DIRECTOR OF LAW



221 Chester Drive
 Lower Burrell, PA 15068
 Phone: 724-339-1600
 Fax: 724-339-7509

PROPOSAL / PURCHASE AGREEMENT

Sept. 9, 2025

PURCHASER
 City of Brook Park
 6161 Engle Rd.
 Brook Park, OH 44142

SELLER
 Pfund Superior Sales Co., Inc.
 221 Chester Dr.
 Lower Burrell, PA 15068

Seller sells to Purchaser (1) New Ford E-450 Life Line Type III Ambulance, Model "Superliner", VIN # TBD as per the proposed specifications and modifications, F.O.B. Delivered to City of Brook Park Fire Dept.. Delivery times as estimated per below as of this date. The Seller shall not be liable for failure to deliver or for any delay in delivering the motor vehicle covered by this agreement where such failure or delay is due, in whole or in part, to any cause beyond the control or without the fault or negligence of the Seller. Delays from the chassis manufacturer will result in extended delivery time as will changes to this contract once the contract has been placed with Life Line Inc. Additions or deletions can only be made if the vehicle has not passed that point in production and the cost of the addition, deletion or change would be assessed at the time of request. Change order fees may apply.

Index STS 233

Schedule / Vendor # 800584

(1) New 2024 E-450 LIFE LINE AS PROPOSED PER OHIO STATE TERM SCHEDULE PRICING.....	\$ 312,140.00
Delete Stryker Lucas Device.....	(27,630.00)
Add Stryker Power PRO 2 High Configured Stretcher.....	32,455.00
<hr/>	
Total.....	\$ 316,965.00
<hr/>	
Less Trade -- 2013 Ford E-450 ambulance including Power Load-	(12,000.00)
-Defective Engine-	
<hr/>	
NET TRADE DIFFERENCE FOB BROOK PARK, OH.....	\$ 304,965.00

Delivery Oct 2025
 Net Pricing Includes All Applicable Discounts

NON-REFUNDABLE DEPOSIT (N/A): The Seller shall have the right upon failure or refusal of Purchaser to accept delivery of the ordered vehicle or to comply with the terms of this Agreement, to retain as liquidated damages any cash deposit.

DESIGN CHANGES BY THE MANUFACTURER: The Manufacturer has reserved the right to change the design of any new motor vehicle, chassis, accessories, or parts of new vehicles at any time without notice and without obligation to make the same or any similar changes upon any motor vehicle, chassis, accessories or parts of vehicles previously purchased by or shipped to seller or being manufactured or sold in accordance with Seller's orders. In the event of any such change by the manufacturer, Seller shall have no obligation to Purchaser to make this same or any similar change in any motor vehicle, chassis, accessories or parts of the vehicle covered by this agreement either before or after delivery to Purchaser.

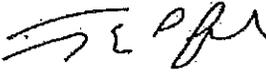
PAYMENT OF SALES AND USE TAXES: The price for the motor vehicle specified in this agreement does not include Sales Taxes and Use Taxes (Federal, State, or Local) unless expressly stated. Purchaser assumes and agrees to pay, unless prohibited by law, and such Sales, Use, or Occupational Taxes imposed on or applicable to the transaction covered by this agreement, regardless of which party may have primary tax liability.

EXECUTION OF OTHER DOCUMENTS: The Purchaser, before or at the time of delivery of the motor vehicle covered by this agreement will execute such other forms of agreement or documents as may be required by the terms and conditions of payment indicated on the front of this order or as required by law.

PAYMENT OF BALANCE DUE AND ACCEPTANCE BY PURCHASER: The Purchaser agrees to pay the balance due on delivery pursuant to the terms specified and to accept delivery of the ordered motor vehicle. Seller will provide a final invoice (15) calendar days prior to delivery so serve as notification that the vehicle will be completed for delivery and payment. In the event Purchaser fails to take delivery of the vehicle, Purchasers Deposit may be retained by Seller as liquidated damages for Seller's expense and efforts in this matter. In addition, Seller may dispose of or sell such ordered vehicle as Seller deems reasonable.

WARRANTYS: All warranties are issued by the chassis manufacturer, the ambulance builder, and component parts suppliers and seller shall have no liability with respect to warranties issued by the chassis manufacturer, the ambulance builder, and component parts suppliers.

=====

<u>PURCHASER</u>	<u>SELLER</u>
City of Brook Park 6161 Engle Rd. Brook Park, OH 44142	Pfund Superior Sales Co., Inc. 221 Chester Dr. Lower Burrell, PA 15068
BY: _____	BY: 
Print Name & Title _____	Terry E. Pfund President
DATE: _____	DATE: Sept. 9, 2025

CITY OF BROOK PARK, OHIO

Resolution No. 23-2025

Introduced By: COUNCIL AS A WHOLE

A RESOLUTION
APPROVING A LOT CONSOLIDATION AT 13955 BROOKPARK ROAD, LOCATED
IN THE U7 ZONING DISTRICT,
AND DECLARING AN EMERGENCY

WHEREAS, JBLC Real Estate, LLC has filed an application for a lot consolidation with the Brook Park Planning Commission; and

WHEREAS, the request was for a lot consolidation at 13955 Brookpark Road, located in the U7 zoning district; and

WHEREAS, the request for the lot consolidation was presented at a public hearing on October 6, 2025, to the Brook Park Planning Commission, which referred this matter to Council.

NOW THEREFORE BE IT RESOLVED, by the Council of the City of Brook Park, State of Ohio that:

SECTION 1: The Council of the City of Brook Park finds that the proposed lot consolidation requested is appropriate in the location for which it is proposed and approves a lot consolidation to JBLC Real Estate, LLC, located at 13955 Brookpark Road, Brook Park, Ohio, and further described in Exhibit "A".

SECTION 2: It is found and determined that all formal actions of this Council concerning and relating to this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal actions were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 3: This Resolution is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of said City, and for the further purpose of approving a lot consolidation; therefore, provided that this Resolution receives the affirmative vote of at least five (5) 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.

RECEIVED

OCT 16 2025

PASSED: _____

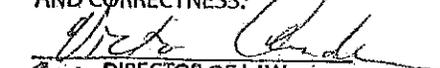
PRESIDENT OF COUNCIL

ATTEST: _____
Clerk of Council

APPROVED: _____
MAYOR

DATE

I HEREBY APPROVE THE WITHIN
INSTRUMENT AS TO LEGAL FORM
AND CORRECTNESS.



Ast. DIRECTOR OF LAW



City of Brook Park
Fire Department

Edward A. Orcutt, Mayor
Eric C. Fike, Chief

September 25, 2025

Board of Zoning and Planning Commission
City of Brook Park

INRE: 10/06/2025 Planning and Zoning Appeals Meeting

To Whom It May Concern,

The Fire department has no issues or concerns with the applications being reviewed in this month's meeting.

Sincerely,

Brad Smith
Fire Prevention Officer
Brook Park Fire Department

MEMO

TO: Jason Monaco, Building Commissioner

FROM: Edward R. Piatak, P.E., Consulting City Engineer

DATE: September 26, 2025

SUBJECT: 13955 Brookpark Road (Lot Consolidation) – Planning Commission

CC:

Mr. Monaco:

I have reviewed the Planning Commission Application (October 2025 Meeting) for the above referenced project located at 13955 Brookpark Road and offer the following comments:

1. Verify the Plat has been pre-approved by the County.
2. Zoning: U7-D
3. Min Width = 110' at building line (1121.40(f)(1)(A)).
4. Min. Lot size = 0.50 Ac. (1121.40(f)(1)(B)).
5. No objections to the Lot Consolidation.

Please advise me if you have any questions or require additional information.

EUTHENICS, INC.



Edward R. Piatak, P.E.
Consulting City Engineer



City of Brook Park

Building Department

Building Department Notes Planning Commission meeting 10-6-25

13955 Brookpark Rd., Parcel# 344-06-029/344-06-030 - summary of request - The applicants are requesting a lot consolidation for the parcels above. The applicants are proposing to consolidate Parcel "A" and Parcel "B" to create a 56,769 sf. Parcel "A-1" Ord. 11.03 requires that lot consolidations go to the Planning Commission for approval.

SECTION 11.03 PLANNING COMMISSION.

(c) Mandatory Referral. No public building or structure, street, boulevard, parkway, park, playground, public ground, bridge, viaduct, tunnel, or other public way, ground works or utility, whether publicly or privately owned, or a part thereof shall be constructed or authorized to be constructed in the City nor shall any public street, avenue, parkway, boulevard or alley be opened for any purpose whatsoever, nor shall any street, avenue, parkway, boulevard or alley be widened, narrowed, relocated, vacated, or its use changed, or any ordinance referring to zoning or other regulations controlling the use or development of land be passed, unless and until the matter shall have been submitted to the Planning Commission for report and recommendation. Any matter so referred to the Planning Commission shall be acted upon by it within forty-five (45) days from the date of referral unless a longer time be allowed by Council. If the Planning Commission shall fail to act within the time allotted, it shall be deemed to have approved the matter. If any provision of such ordinance, resolution or order is disapproved by formal action of the Planning Commission, the adoption of such ordinance, resolution or order shall require a two-thirds (2/3) affirmative vote of all members of the Council for passage.

MEMO

TO:	Carol Johnson, Clerk of Council w/Enclosures
CC:	Mayor Orcutt Carol Horvath, Law Director brookparksalvatore@gmail.com troyerbpcouncil@gmail.com jamesmencini@yahoo.com sroberts@cityofbrookpark.com rscott@cityofbrookpark.com tdufour@cityofbrookpark.com bpoindexter@cityofbrookpark.com dmccorkle@cityofbrookpark.com w/out Enclosures
FROM:	Carol Dell, Secretary BZA & Planning Commission Secretary
DATE:	October 8, 2025
RE:	Planning Commission Recommendation

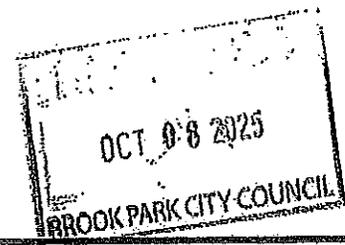
The Brook Park Planning Commission met on October 6, 2025, regarding approval for a rezone. By vote of 6-0, the Planning Commission voted to recommend approval for a lot consolidation, for the following:

- REQUEST FOR A LOT CONSOLIDATION AT 13955 BROOKPARK ROAD | LOCATED IN THE U7 ZONING DISTRICT**
Planning Commission's recommendation for this project must be forwarded to City Council for final action

The Planning Commission herein submits its recommendation to City Council that they, by Resolution prepared and approved by the Law Department, Affirm or Deny the Vote of the Planning Commission at the next regularly scheduled meeting.

See attached Engineer, Building Commissioner and Fire Prevention Officer's comments, and the 2025 Planning Commission Application.

If additional information is required, please feel free to contact me.



PAGE 2
OCTOBER 8, 2025

AGENT:

Larry Villines (lvillines@driveclassic.com)
8470 Tyler Boulevard
Mentor, Ohio 44060

PROPERTY OWNER:

JBLC Real Estate, LLC (ehodgkinson@driveclassic.com)
8470 Tyler Boulevard
Mentor, Ohio 44060

Thank you,

Carol Dell

Secretary, City of Brook Park Planning Commission
Building Department 216/433-7412 (cdell@cityofbrookpark.com)

BROOK PARK PLANNING COMMISSION

The Brook Park Planning Commission met on October 6, 2025, regarding approval for a lot consolidation. By a vote of 6-0, the Planning Commission voted to recommend approval for a lot consolidation for the following:

- **REQUEST FOR A LOT CONSOLIDATION AT 13955 BROOKPARK ROAD | LOCATED IN THE U7 ZONING DISTRICT**

Planning Commission's recommendation for this project must be forwarded to City Council for final action

The Planning Commission herein submits its recommendation to City Council that they, by resolution prepared and approved by the Law Department, Affirm or Deny the Vote of the Planning Commission at the next regularly scheduled meeting.

Carol A. Dell
Secretary, Planning Commission

10-8-25
Date



CITY OF BROOK PARK
 BUILDING DEPARTMENT | 6690 Smith Road | Brook Park | Ohio | 44142

SE 1 5 2025

Email | buildingdept@cityofbrookpark.com
 Office | 216.433.7412

2025 PLANNING COMMISSION APPLICATION

PROJECT ADDRESS	13955 Brook Park	<input type="checkbox"/> RESIDENTIAL	<input checked="" type="checkbox"/> COMMERCIAL	ZONE	U-7
PARCEL #	344-06-029/344-06-030	BUSINESS NAME <i>(If Applicable)</i>		Classic Mazda	

PROPERTY OWNER NAME(S)	JBLC Real Estate, LLC			<input checked="" type="checkbox"/> Will Attend Meeting	
Phone #	440-205-6240	Email	ehodgkinson@driveclassic.com		
Street Address	8470 Tylor Blvd.	City	Mentor	Zip	Ohio
AGENT/CONTACT PERSON NAME(S)	Larry Villines			<input checked="" type="checkbox"/> Will Attend Meeting	
Phone #	440-478-9019	Email	lvillines@driveclassic.com		
Street Address	8470 Tyler Blvd	City	Mentor	Zip	Ohio

APPROVAL(S) REQUESTED	<input checked="" type="checkbox"/> Aesthetic / Project ²	<input type="checkbox"/> Conditional Use Permit ²
	<input type="checkbox"/> Front Porch	<input type="checkbox"/> Billboard ¹
	<input type="checkbox"/> Re-Zone ³	<input type="checkbox"/> Telecommunication Tower ¹
	<input type="checkbox"/> Lot Split ^{3,4}	<input checked="" type="checkbox"/> Lot Consolidation ^{3,4}
	<input type="checkbox"/> Other:	

¹ Provide Construction Drawings and/or Structural calculations
² Provide Detailed Business Plan per City Ordinance 1121.34
³ Provide Legal Description
⁴ Provide Lot Split / Consolidation Plat and Myler

SUMMARY OF REQUEST	<p>We are seeking approval to use this site for additional new vehicle parking for Classic Mazda.</p> <div style="border: 1px solid black; padding: 5px;"> <p>A lot consolidation is required for this request. We are consolidating Parcel A and Parcel B to create Parcel A-1.</p> </div>
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APPLICANT SIGNATURE	<input type="checkbox"/> Owner	<input checked="" type="checkbox"/> Agent	DATE	9/8/25
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Thank you for your approval of our related project at the July meeting. We closed on the initial land purchase on August 28. Subsequent to that time, the seller's potential sale of the 0.8-acre parcel located to the west of our parcel fell through. We have since contracted to purchase this adjoining parcel.

If our project is approved, we will develop the entire 1.3-acre site in much the same manner as previously approved. This site will be used to store new Mazda inventory. When a vehicle is needed, one of our employees will go to the storage site and bring the vehicle back to the main dealership to show to a customer. Traffic in and out of this site will be minimal.

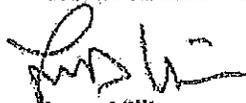
The site will be newly paved, fenced, with security lighting and camera monitored. This site will be landscaped in the same manner as Classic Mazda. Our site improvements will positively impact the surrounding area.

The primary difference between our previous submittal and the new submittal lies in terms of how we access the site. If approved, our primary access point will be on the westerly end of the property from 140th street.

Please see attached site plan, landscape plan and rendering.

Respectfully,

Classic Mazda Westside



Larry Villines,

Vice President

September 10, 2025

Service

P/C 10-7-25 Service
CA 10-14-25
1st R _____
2nd R _____
3rd R _____
S/C _____

CITY OF BROOK PARK, OHIO

ORDINANCE NO: 11499-2025

INTRODUCED BY: MAYOR ORCUTT

AN ORDINANCE
AUTHORIZING AND APPROVING THE MAYOR TO ENTER INTO
A PERSONAL SERVICES CONTRACT WITH BUILDING TECHNICIANS CORP.
FOR PROFESSIONAL SERVICES
AND DECLARING AN EMERGENCY

WHEREAS, Council deems it necessary for the City to enter into a contract with a specialist in order to provide for the Safety Department roof repair located at 17401 Holland Road; and

WHEREAS, the City sought proposals for the Safety Department roof repair and received three proposals; and

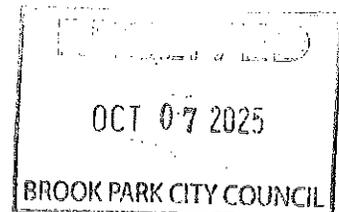
WHEREAS, Building Technicians Corp., was chosen as the best provider for the City as set forth in Exhibit "A;" and

NOW THEREFORE, BE IT ORDAINED, by the Council of the City of Brook Park, State of Ohio, that:

SECTION 1: That the Mayor is hereby authorized and directed to enter into a contract with Building Technicians Corp., for the purchase of the Safety Department roof repairs that would be completed at 17401 Holland Road.

SECTION 2: That the funds for the purpose of the aforesaid expenditure have been appropriated or to be appropriated and shall be paid from the General Capital Improvement Fund No. 401 in the amount of \$71,800.00.

SECTION 3: 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 of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.



SECTION 4: This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of said City, and for the further reason that Council deems it necessary for the Mayor to enter into said contract with Building Technicians Corp., without undue delay; therefore provided this ordinance receives the affirmative vote of at least five (5) 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.

PASSED: _____

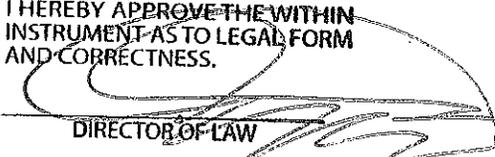
PRESIDENT OF COUNCIL

ATTEST: _____
Clerk of Council

APPROVED: _____
MAYOR

DATE

I HEREBY APPROVE THE WITHIN
INSTRUMENT AS TO LEGAL FORM
AND CORRECTNESS.



DIRECTOR OF LAW

BUILDING TECHNICIANS CORPORATION

Roofing Contractor
PO Box 266
Madison, Ohio 44057
(440) 466-1651 Cell-(440) 812-5320
edvanhoy@buildingtechnicians.org



City of Brook Park Safety Bldg.
17401 Holland Road Brook
Park, Ohio 44142

DATE: 10/6/25
TYPE OF WORK: Roofing
PROPERTY: Brook Park Safety Building
LOCATION: Brook Park, Ohio
ATTENTION: Dan O'Leary

WE PROPOSE TO FURNISH ALL NECESSARY LABOR, MATERIALS, EQUIPMENT AND INSURANCE TO PERFORM THE FOLLOWING WORK IN A FIRST CLASS WORKMANLIKE MANNER:

SCOPE OF WORK:

Roofing Price Includes the Following:

- Sweep and clean existing roof surface to receive new cold applied roof repair.
- Prime existing roof area with approved asphalt primer.
- Provide and install a single ply of Garland SBS base sheet as required using approved Weatherking cold adhesive.
- 3 course entire perimeter of repair area using Garland Flashing Bond mastic and mesh.
- Price is based on 2,500 square feet of repair area.

Total Cost \$71,800.00

FOR THE SUJ As quoted above

THIS PROPOSAL IS CONTINGENT UPON STRIKES, FIRES, ACCIDENTS OR OTHER CAUSES BEYOND OUR CONTROL AND MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 60 DAYS.

ACCEPTED: The above prices and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

RESPECTFULLY SUBMITTED

DATE OF ACCEPTANCE

BUILDING TECHNICIANS CORP.

BY _____ BY

Edward P. VanHoy

BY _____ TITLE

Estimating



WARREN ROOFING & INSULATING CO.

Commercial Roofing & Sheet Metal Contractor Since 1922

Tuesday, September 16, 2025

City of Brook Park Police
17401 Holland Road
Brook Park, OH 44142

Subject: Roofing Proposal: Brook Park Police

We propose to furnish all labor, equipment, and materials necessary to complete the following work:

Built up roofing system:

1. Perform all work in a safe and professional manner.
2. Sweep and clean existing roof.
3. Prime existing roof to receive repairs with asphalt-based primer.
4. Install Garland base sheet in weather king adhesive.
5. Three course repairs.

Our price for this work is: \$74,400

Exclusions / Notes:

- Taxes excluded

We appreciate the opportunity of quoting this work to you and look forward to putting our 103 years of roofing experience to work for you.

Very truly yours,
WARREN ROOFING & INSULATING CO.

John V. Arsena
Vice President

INDUSTRIAL FIRST INC.



RE: City of Brookpark Police Station
17401 Holland Rd. Brookpark Oh. 44142
9/16/2025

Attn: - Dan O'leary

Provide material, labor, and equipment to install roofing for the above-mentioned project.

Existing roof area of repair approximately 2,500sf.

- Remove existing gravel
- Prime existing roof with approved asphalt primer to receive new cold applied roof repair system
- Install new Garland base ply in Weather King Adhesive
- 3 course entire perimeter of repair area

Base Bid: \$76,425.00

Exclusions:

1. Anything not specifically mentioned above

Please do not hesitate to contact me if you have any questions.

Sincerely

Jason Hill

(216) 276-2394

jhill@industrialfirst.com

Project Manager



659B Lakeview Plaza Blvd. • Worthington, OH 43085 • (614)885-3319 • FAX (614)885-4269

June 23, 2025

Mr. Dan O'Leary
The Garland Company
3800 E 91st St
Cleveland, OH 44105

SUBJECT: Thermographic Roof Survey of Brook Park Police Department

Dan:

The enclosed report concludes the Thermographic Survey of Brook Park Police Department, 17401 Holland Rd, Cleveland, OH 44142

The Infrared Survey was performed using an AGEMA 550 Thermovision System on the evening of June 22, 2025. The weather during the day was mostly sunny with temperatures in the mid 90's. The evening was clear with temperatures in the low 80's with calm winds.

We found numerous areas of wet insulation during the survey. The perimeter of the wet areas are marked on the roof surface with green spray paint and numbered accordingly.

I want to take this opportunity to thank you for using us for this project and if you have any further questions, please feel free to call.

Cordially,
PEMCo Thermal, Inc.

A handwritten signature in black ink, appearing to read "Tom Martin".

Tom Martin
President



THERMOGRAPHIC EXAMINATION

A. BACKGROUND

With the advent of thermography, roofs can be scanned with a highly sophisticated infrared camera to detect and accurately map subsurface moisture, thereby determining whether a portion or all of the roof requires replacement. Unlike other non-destructive techniques, thermal scanning assesses every square inch of roofing, including vertical flashings and around and under roof obstructions and equipment. This results in a comprehensive view of the roof's condition, with the possibility of errors virtually eliminated.

B. OBJECTIVE

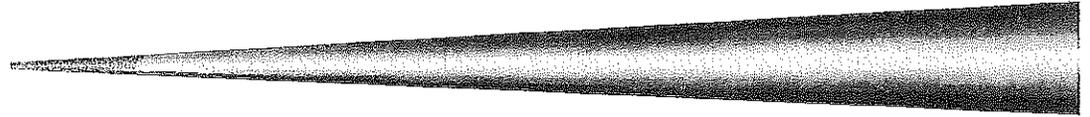
The objective of this investigation is to identify the areas of subsurface moisture or where moisture has penetrated the membrane and deck structure. Those areas are to be documented with roof markings and correlated on a roof map with real-life and infrared photos.

C. TECHNICAL APPROACH

Due to the limited size of the roof, the thermographic survey was conducted by hand carrying the specialized equipment over the roof. Thermography or infrared scanning is based upon the ability of a specialized infrared camera to detect variations in temperature radiating from the roof surface and convert them into an electrical signal which is displayed instantaneously as a video image called a thermogram. This picture is displayed in a color tone similar to the image received on a color television set. The difference in tones, darker colors to lighter colors denotes variation in the roof's surface temperature of .02 C or more and is influenced by the moisture content of the insulation.

Under clear skies during the day, the roof acts as a large thermal collector, and can approach 160 F during the summer months. Any insulation laden with subsurface moisture absorbs this radiation and acts as a reservoir to regenerate the heating of the membrane after the solar effect has dissipated. The effect of wet and dry insulation on the surface temperature of the membrane is also a result of emissive cooling. This is heat loss from the roof as much as 15 C below ambient. In cooler weather, the introduction of moisture reduces the R-Value of the assembly, producing thermal bridges. These are localized warm zones which also produce lighter colored images on the thermograms.

When an abnormality on the thermogram appears, usually as a lighter colored area, it can be interpreted to be either wet or at one time wet and has lost some of its original quality of texture and strength. The outline of these areas is marked on the surface of the roof with spray paint: in some areas only a number is painted, as these areas had no definite pattern or the roof is completely wet.



Infrared Roof Inspection Prepared for

The Garland Company
3800 E 91st St
Cleveland, OH 44105

DATE: June 22, 2025

PROJECT: Brook Park Police Department

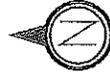
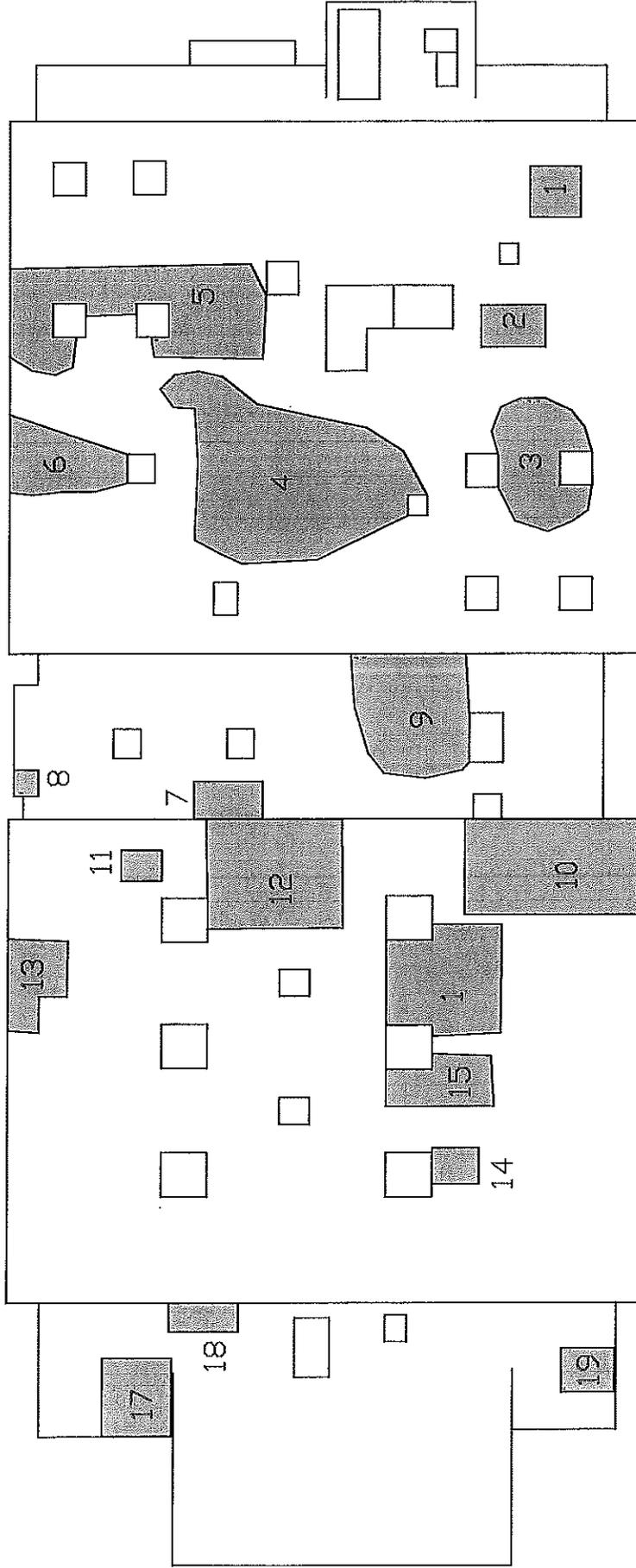
I hereby certify that the above listed project was thermogrammed by myself or under my direction and that the photographs, data and analysis are the result of the survey.

A handwritten signature in black ink, appearing to read "Tom Martin". The signature is written in a cursive style with a horizontal line underneath it.

Tom Martin

Infrared Consultant

SPECIAL NOTES



Wet Insulation

Brook Park Police Department

17401 Holland Rd
Brook Park, OH 44142

Date: 6/22/2025

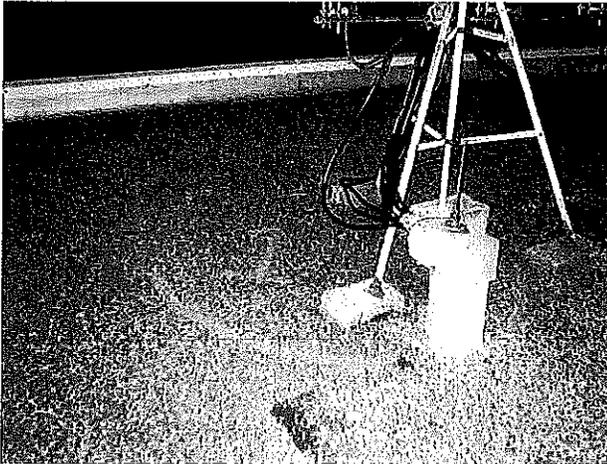
Scale
1" = 20'
(approx)

PEMCO THERMAL, INC. - INFRARED CONSULTANTS
659-B LAKEVIEW PLAZA BLVD • WORTHINGTON, OH 43085 • PHONE: 614-885-3319 • E-MAIL: tmartin@pemcothermal.com

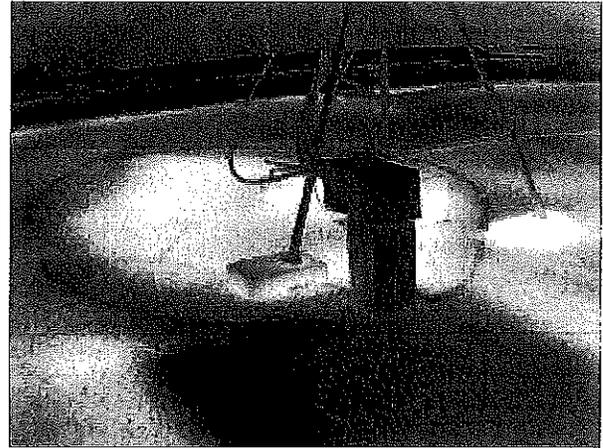
**INFRARED
ROOF SURVEY**

6/22/2025

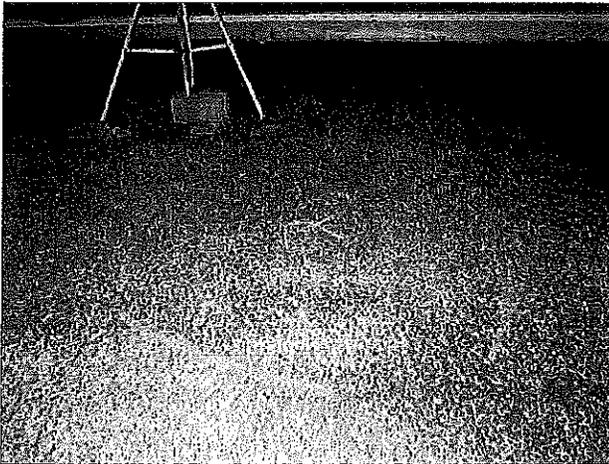
Brook Park Police Department



Visual image of area #1



Infrared view of area #1



Visual image of area #2



Infrared view of area #2



Visual image of area #3

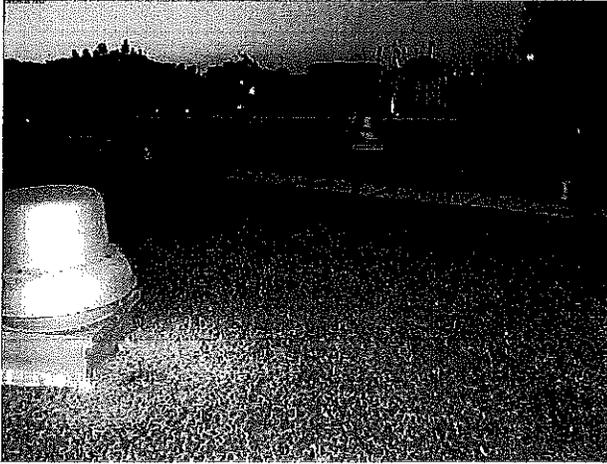


Infrared view of area #3

**INFRARED
ROOF SURVEY**

6/22/2025

Brook Park Police Department



Visual image of area #4



Infrared view of area #4



Visual image of area #5



Infrared view of area #5



Visual image of area #6

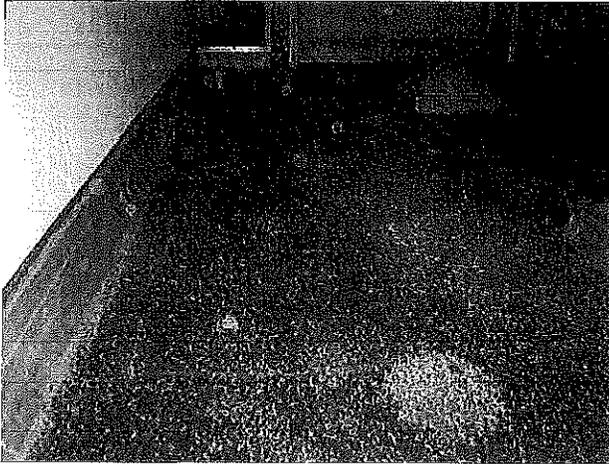


Infrared view of area #6

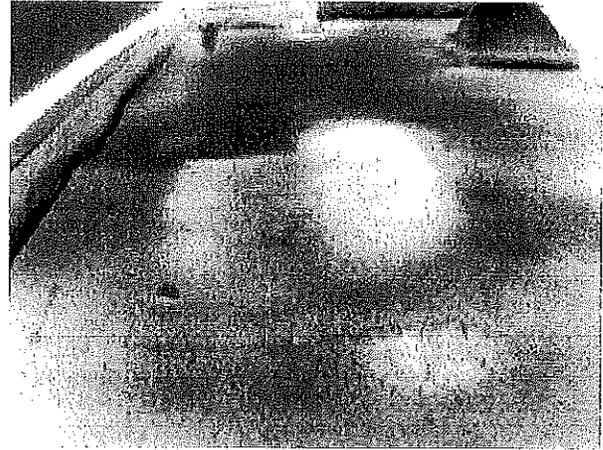
**INFRARED
ROOF SURVEY**

6/22/2025

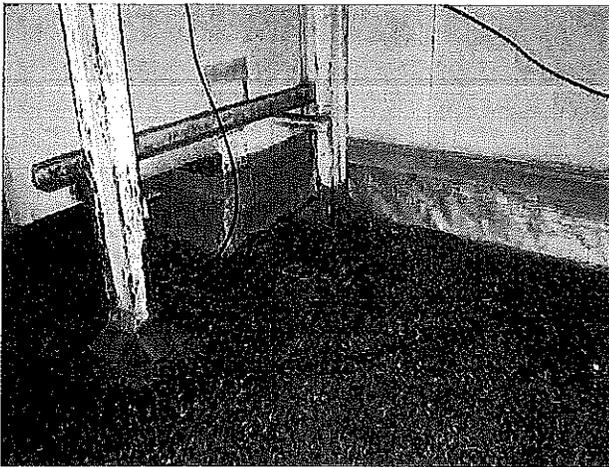
Brook Park Police Department



Visual image of area #7



Infrared view of area #7



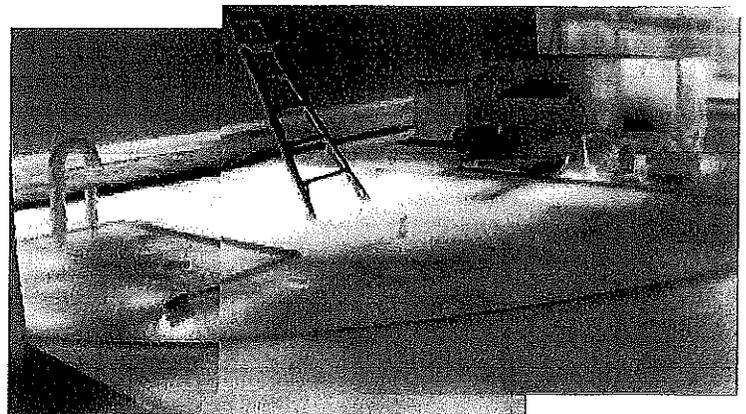
Visual image of area #8



Infrared view of area #8



Visual Image of area #9

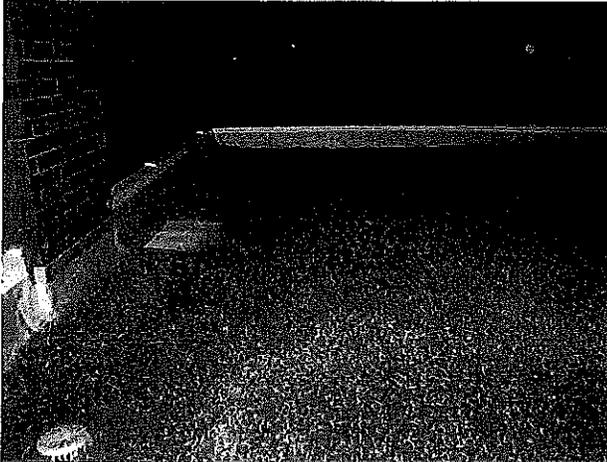


Infrared view of area #9

**INFRARED
ROOF SURVEY**

6/22/2025

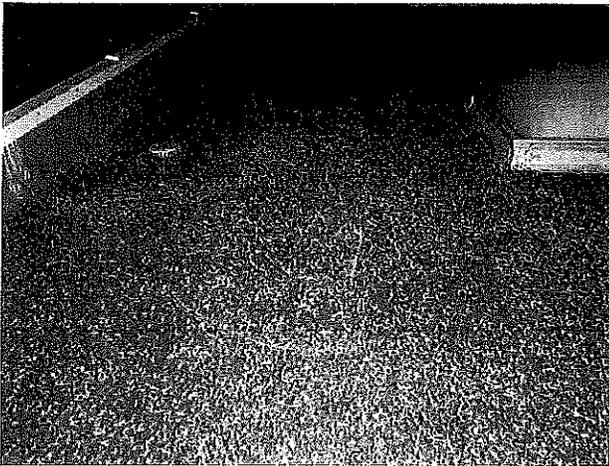
Brook Park Police Department



Visual image of area #10



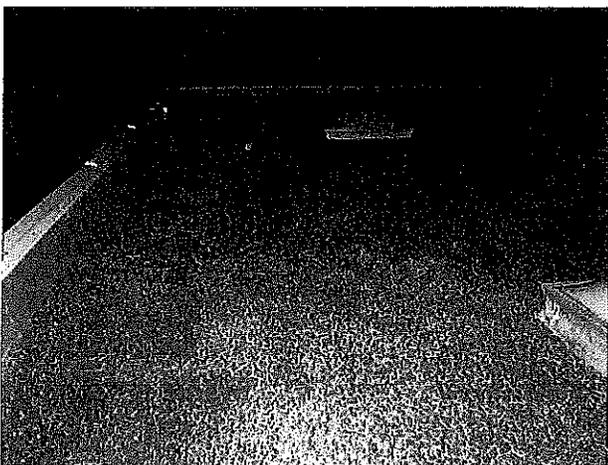
Infrared view of area #10



Visual image of area #11



Infrared view of area #11



Visual image of area #12

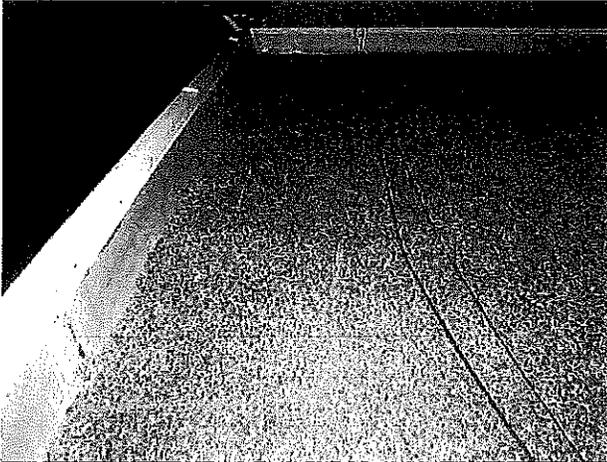


Infrared view of area #12

INFRARED
ROOF SURVEY

6/22/2025

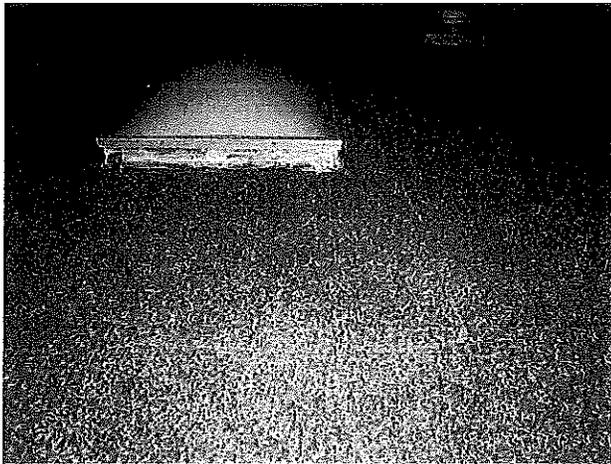
Brook Park Police Department



Visual image of area #13



Infrared view of area #13



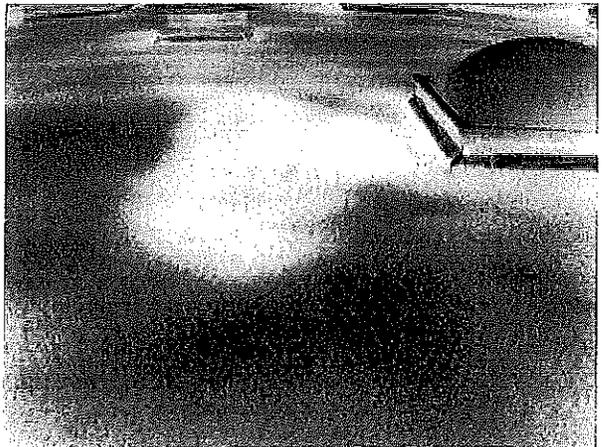
Visual image of area #14



Infrared view of area #14



Visual image of area #15



Infrared view of area #15

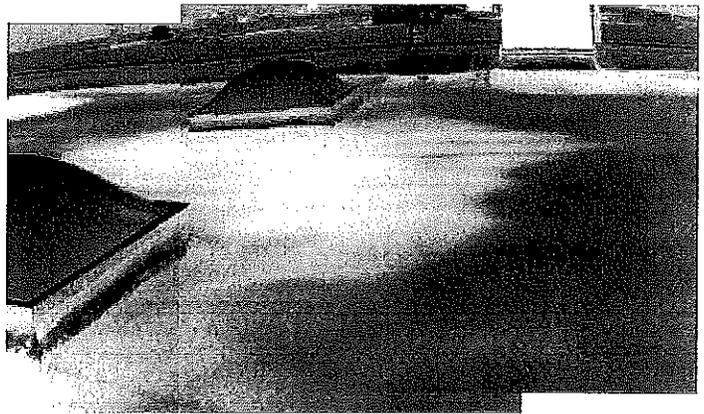
**INFRARED
ROOF SURVEY**

6/22/2025

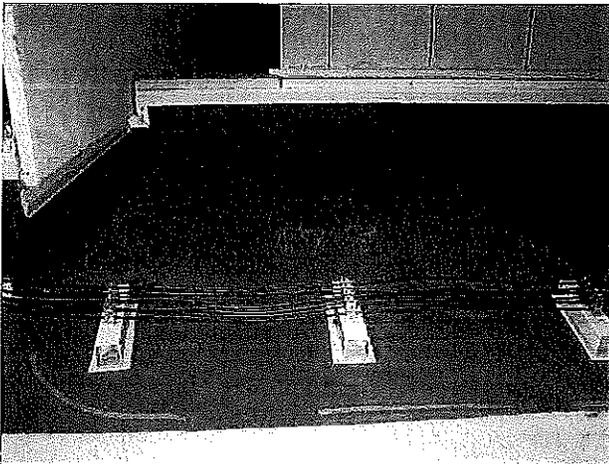
Brook Park Police Department



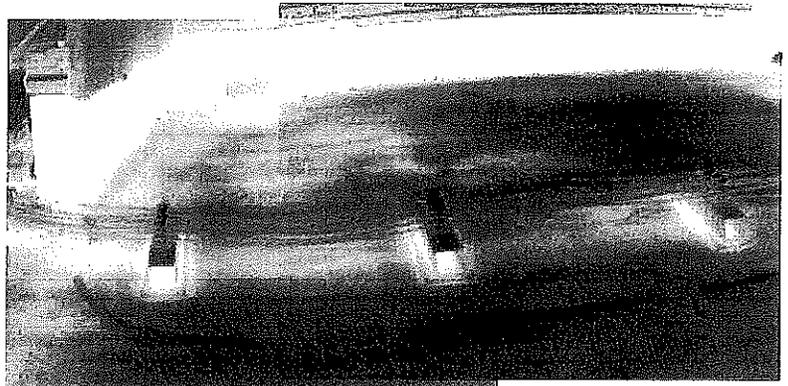
Visual image of area #16



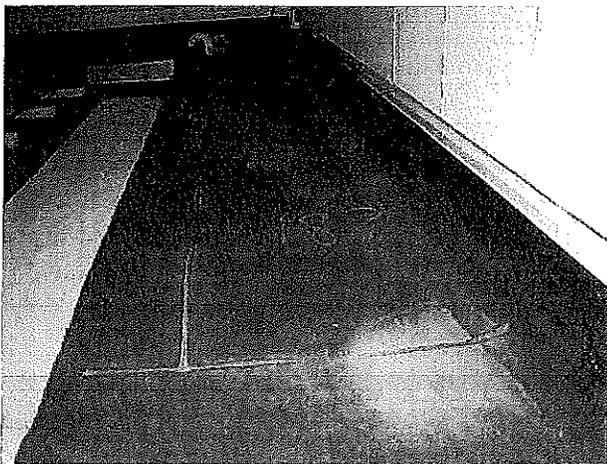
Infrared view of area #16



Visual image of area #17



Infrared view of area #17



Visual image of area #18

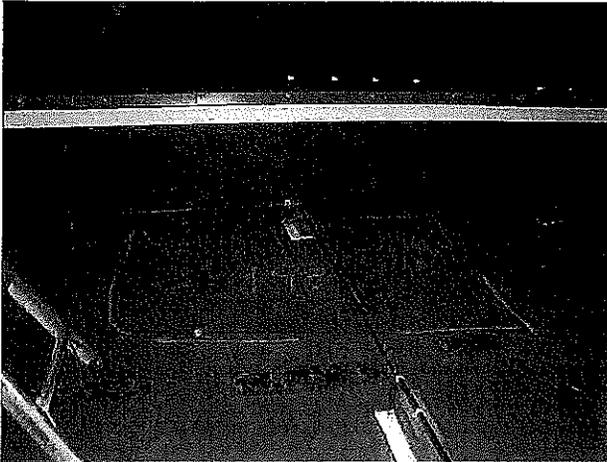


Infrared view of area #18

INFRARED
ROOF SURVEY

6/22/2025

Brook Park Police Department



Visual image of area #19



Infrared view of area #19

PIC Service 9-16-25
ON 10-14-25

CITY OF BROOK PARK, OHIO

ORDINANCE NO: 11500-2025

INTRODUCED BY: MAYOR ORCUTT

AN ORDINANCE AMENDING ORDINANCE 11477-2025,
AUTHORIZING THE MAYOR TO PURCHASE BRIDGE LIGHTING, AND DECLARING AN
EMERGENCY

WHEREAS, the Service Director obtained three quotes to purchase bridge lighting.

WHEREAS, the lowest and/or best bidder was Echo Electric (previously named "PEPCO"). Because of the name change, this ordinance is amended due to the name change from "PEPCO" to Echo Electric.

NOW THEREFORE, BE IT ORDAINED, by the Council of the City of Brook Park, State of Ohio, that:

SECTION 1: The Mayor is hereby authorized to enter into a contract with Echo Electric for bridge lighting; this Council previously authorized this contract with Ordinance 11477-2025 passed July 21, 2025.

SECTION 3: 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 of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 4: This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of said City, and authorizing the Mayor to enter into a contract with Echo Electric for bridge lighting, therefore, provided this ordinance receives the affirmative vote of at least five (5) 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.

RECEIVED
SEP 16 2025
BROOK PARK CITY COUNCIL

PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL

APPROVED: _____
MAYOR

DATE

I HEREBY APPROVE THE WITHIN
INSTRUMENT AS TO LEGAL FORM
AND CORRECTNESS.


DIRECTOR OF LAW

echo electric

A Sonepar Company

ECHO ELECTRIC SEST
33210 LAKELAND BOULEVARD
EASTLAKE OH 44098
Fax

Peppo

INVOICE

INVOICE DATE	INVOICE NUMBER
09/02/25	S011396725.006
PLEASE REMIT PAYMENT TO:	
ECHO ELECTRIC P.O. BOX 7410658 CHICAGO IL 60674-5651	

TO VIEW ONLINE TO GO
echoelectric.billtrust.com
ENROLLMENT TOKEN
BMG GFZ SMH

2025 1 AB 0.641 ED214X IQ323 D14583813070 S2 P1

IP TO: 115317



CITY OF BROOKPARK
6161 ENGLE RD
BROOKPARK OH 44142-2197

CITY OF BROOKPARK SHOP
19065 HOLLAND ROAD
BROOKPARK OH 44142

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	JOB/RELEASE NUMBER			SALESPERSON
104993	85589				HOUSE ACCOUNT
WRITER	SHIP VIA	TERMS	SHIP DATE	ORDER DATE	
ERIK PUTZBACH	PROJECT BILLING	NET 30th Prox	09/02/25	07/30/25	
DESCRIPTION	ORDER QTY	SHIP QTY	CD%	UNIT PRC	EXT PRC
423-000027-00	142	142		1143.269/ea	162344.20

RECEIVED

SEP 12 2025

CITY OF BROOKPARK
FINANCE DEPT

PLEASE NOTE OUR NEW MAILING ADDRESS FOR CHECKS:
PO Box 7410658
Chicago, IL 60674-5651

echo electric
A Sonepar Company

WE ALSO HAVE NEW ACH INSTRUCTIONS. Please call for information.

Subtotal	162344.20
S&H Charges	
Sales Tax	0.00
AMOUNT DUE	162344.20

Invoice is due by 10/31/25.

All claims for shortage or errors must be made at once. Returns require written authorization and are subject to handling charges. Special orders are non-returnable.

All past due invoices are subject to service charges of 1.5% per month.

CITY OF BROOK PARK, OHIO

PIC 9-2-25 Service
CA 10-14-25
1st R _____
2nd R _____
3rd R _____

ORDINANCE NO. 11501-2025

INTRODUCED BY: MAYOR ORCUTT

**AN ORDINANCE
AUTHORIZING THE DIRECTOR OF PUBLIC SERVICE TO
ADVERTISE FOR BIDS AND FOR THE MAYOR TO ENTER
INTO A CONTRACT FOR THE 2026-2027 EQUIPMENT AND
GENERAL PAVEMENT SERVICES PROGRAM,
AND DECLARING AN EMERGENCY**

NOW THEREFORE, BE IT ORDAINED by the Council of the City of Brook Park, State of Ohio, that:

SECTION 1: The 2026-2027 Equipment and General Pavement Services Program shall include various streets and parking lots throughout the city.

SECTION 2: The Director of Public Service is hereby authorized to advertise for bids per Exhibit "A". The Mayor is authorized to enter into a contract with the lowest and best proposal for the 2026-2027 Equipment and General Pavement Services Program.

SECTION 3: The money needed to complete the aforesaid transaction shall be paid from funds to be determined and theretofore appropriated or to be appropriated in the 2026 and 2027 General Budget.

SECTION 4: 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 of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 5: This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety of said City, and for the further reason that City Council deems it necessary to proceed with the 2024 Equipment and General Pavement Services Program as soon as possible, therefore, provided this Ordinance receives the affirmative vote of at least five (5) members elected to Council, it shall take effect and be in force immediately from and after its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL

APPROVED: _____
MAYOR

DATE

I HEREBY APPROVE THE WITHIN
INSTRUMENT AS TO LEGAL FORM
AND CORRECTNESS.

Victoria _____
Asst. DIRECTOR OF LAW



**Bids will be evaluated and awarded based upon
the lowest and best overall bid package**

**All bids submitted shall reflect pricing good through
December 31, 2027**

**CITY OF BROOK PARK
GENERAL PAVEMENT CONSTRUCTION SERVICES**

General

All equipment supplied per this contract shall be of modern design and in excellent working condition capable of performing continuous duty as required. The equipment represented through this bid process shall be owned and/or controlled by the bidding party. Operators supplied through this bid process shall be experienced qualified operators capable of performing all necessary functions of the equipment they are operating at an acceptable rate per industry standards. All operators shall follow all acceptable safety standards, including CDL required alcohol and drug testing procedures. Bidders shall provide bids for each and every item in order for bids to be considered.

Contractor shall complete and submit daily the "General Pavement Services Equipment and Materials Log". This is Exhibit "A" of this bid package.

Mobilization for ALL Equipment Rental and General Pavement Services shall be included in the unit prices provided.

Bidders shall provide bids for each and every bid item in order for bid to be considered.

Section 1 – Truck Rental & Equipment Rental Specifications:

1 Pneumatic Compactor -

- | | |
|--|------------|
| - Engine - Minimum Gross Power | 105 hp |
| - Travel Speed | 12 mph |
| - Minimum Rolling Width | 69 inches |
| - Minimum Operating Weight –Standard Machine Empty | 10,000 lb. |

#2A Milling Machine – *Capable of milling asphalt or concrete from a partial depth up to 50" wide in a single pass at depth of 1" to 12" with self loading capabilities.*

&

#2B Milling Machine Full Depth Planing – *Capacity of milling a minimum of 8' wide at 4" depth.*

The milling machine shall be power operated and self propelled, and shall have sufficient power, traction and stability to remove a thickness of bituminous surface to a specified depth, and provide a uniform profile and cross slope. The machine shall be capable of accurately and automatically establishing profile grades within +/- 1/8" along each edge of the milling machine by referencing from the existing pavement by means of a ski or matching shoe, or from an independent grade line. The machine shall have an automatic system for controlling grade and elevation and cross slope. The machine shall be equipped with a means to effectively control dust generated by the cutting operation.

Section 1 – Truck Rental & Equipment Rental Specifications continued:

<u># 3 Hydraulic Track Excavator Medium -</u>	
Engine - Minimum Flywheel Power	138 hp
Minimum Excavator Bucket Capacity	1.5 yds.
Maximum Reach at Ground Level	31 ft.
Maximum Digging Depth	20 ft.
<u># 4 Hydraulic Track Excavator Large -</u>	
Engine - Minimum Net Flywheel Power	345 hp
Minimum Excavator Bucket Capacity	2.0 yds.
Maximum Reach at Ground Level	42.5 ft.
Maximum Digging Depth	29.3 ft.
<u># 5 Track Type Dozer Small –</u>	
Engine - Minimum Gross Power	77 hp
Minimum Blade Width	96.9 inches
Minimum Blade Capacity	1.88 cu. yds.
Minimum Digging Depth	21.8 inches
<u># 6 Track Type Dozer Large –</u>	
Engine - Minimum Flywheel Power	145 hp
Minimum Blade Capacity	5.6 cu. yd.
Minimum Blade Width	10 ft.
<u># 7 Compaction Roller (20 Ton Capacity) –</u>	
Minimum Operating Weight	40785 lb.
Drum Width	84 inches
Travel Speed (Maximum)	7 mph
Engine – Minimum Gross Power	179 hp
Vibratory Frequency	1800 vpm
<u># 8 Road Widener –</u>	
Shall be self-propelled, wheel mounted, mid-sized/convertible shoulder paving machines capable of placing either aggregate or bituminous materials.	
<u># 9 Regenerated Air Sweeper with Self-Loading Capabilities –</u>	
<i>Sweeper -</i>	
with Gutter Broom	
<i>Hopper -</i>	
Useable Capacity	6 cu. yds.
<i>Pick-up Head –</i>	
Function – Air Blast and Suction Chamber	
Minimum Width	87 inches
Minimum Head Area	2,600 sq. in.
<i>Dust Control System</i>	
With System of Water Spray Nozzles for Airborne Dust Suppression	

Section 1 – Truck Rental & Equipment Rental Specifications continued:

10 Motor Grader –

Engine – Minimum Base Power (all gears) Net	125 hp
Moldboard Blade Width	12 ft.
Moldboard Height	24 inches
Moldboard Blade Pull – max GVW	23,000 lb.
Moldboard Down Pressure – max GVW	20,000 lb.
Top Forward Speed	26 mph

11 Backhoe Loader –

Engine – Minimum Gross Power (Standard)	78 hp
Backhoe –	
Minimum Dig Depth	14.5 ft.
Minimum Bucket Dig Force	11,000 lb.
Minimum Loading Height	11 ft.
Minimum Loading Reach	5.8 ft.
Loader –	
Minimum Bucket Capacity	1.25 cu. yd.
Minimum Dump Height	8.33 ft.
Minimum Lift Capacity @ Full Height.	5,000 lb.

12 Wheel Loader

Engine – Minimum Rated New Power @ 2300 rpm	129 hp
Minimum Bucket Capacity	3 yd.
Minimum Dump Clearance at Max. Lift	9 ft.
Minimum Reach –Full Lift/45 degree Dump Angle	5 ft.

13 Self Propelled Asphalt Paver

With Operator, Up to a minimum 8 to 15 Feet Seamless Paving Width

Pavers shall be all purpose commercial grade designed for street pavement purposes. Pavers shall be equipped with a full width floating screed; adjustable, vibrating and heated. Pavers shall have a minimum paving speed adjustable from 0-150 fpm.

14 Tractor with power broom attachment

Minimum Horsepower of 30

Tractor shall be equipped with a power broom attachment of minimum 4'-0" width

Section 2 – Partial Depth Joint Repair:

Description of Work –

This work shall conform to O.D.O.T. CMS Item No. 251 with the following additions:

The contractor shall grind the existing concrete joint to a depth of 2-4 inches and a width of 12 inches or 24 inches. The severity of the joint and the depth of the existing wire mesh will determine the width. The joint shall be ground in such a manner that the vertical face of the new joint is perpendicular to the road surface.

After the new joint has been made, the Contractor shall thoroughly clean all debris that results from the grinding and shall also air blow and clean the remaining depth of the concrete.

Contractor Shall Apply SS-1 Tack Coat (ODOT CMS 702.04)

Fill prepared joints with ODOT CMS 441 Asphalt Concrete Surface Course, Type I, (448), PG64-22 and compact to a level surface. Use O.D.O.T. Type I and IV Polyfiber or approved equal.

Section 3 – Crack Sealing, Type IV:

This item shall conform to ODOT CMS Item 423 with the following additions:

Preparation –

Prior to crackfilling, the Contractor shall clean cracks using an air compressor, so that all moisture and debris are removed. All excess debris shall be swept up and removed from the road surface each day. Crack cleaning and preparation shall be done in such a way as to protect motorists and pedestrians from debris.

Heat Lance

Equipment for drying cracks or joints and for removal of vegetation from cracks or joints shall be a propane lance unit capable of producing a blast of hot air, which operates at 1000 degrees F., and a gas velocity of 600 to 2000 feet per second. The preparation of cracks and the installation of crack seal material shall be included in the price per gallon for Cracksealing material.

Materials shall be in accordance with the ODOT Qualified Products List.

Fiber sealant shall contain NO AC-10 or AC-20.

All material shall be premixed and prepackaged. No field-blended material will be accepted.

Section 3 – Crack Sealing, Type IV: (continued)

Mixing and Application Equipment –

The sealing applicator shall be equipped with a pump and agitator. The degree of mixing shall be kept to a minimum and the compound should be mixed only enough to ensure uniform dispersion of the fibers in the asphalt matrix. The speed of the agitator should be kept as slow as possible and the temperature must not exceed 285 degrees F. or less than 260 degrees F. heating equipment shall be done with double walled oil transfer heating units and shall be a part of the sealing applicator.

The placement of the material shall be done through a standard hand hose, as furnished on standard kettles, with the addition that the head have an extrudamat applicator that is 2 inch to 3 inch in diameter. A squeegee may be required at the city's request. **Agricultural lime or detack must be applied after crack fill installation.**

Cleanup –

Seventy-two hours after streets have been cracksealed; all debris and surplus material must be vacuumed up with a vacuum type sweeper. cost of vacuum sweeping shall be included as part of the cost for this bid item and no additional compensation for vacuum sweeping will be given.

Section 4 – Full Depth Recycle:

Testing –

The contractor is responsible for contracting with an approved independent testing laboratory to perform the following: Cost of these services shall be the Contractor's responsibility

1. Determine depths and properties of material to be recycled.
 - Complete material analysis of in-place material prior to recycling
 - a.) Gradation
 - b.) Extraction (RAP)
2. Complete asphalt mix design (cold mix) to determine total amount of liquid to be injected.
3. During pulvamixing process, constant moisture readings should be taken to monitor aggregate in-place moistures prior to injection of liquid.
4. Monitor compaction pavement throughout placement.
5. Sample material after injection to insure consistency throughout daily operations.
6. Test final product for gradation, total liquid.

Recycle –

The existing pavement surface and base shall be pulverized to a depth of 8 inches and broken into pieces such that 96% is 1 ½ inches or smaller. After the

Section 4 – Full Depth Recycle continued:

surface and base has been pulverized, the Contractor shall windrow one half of the pavement to one side and fine grade, proof roll and make all necessary repairs to subgrade (see Subgrade Corrections). The pulverizer shall be a Bomag or its equal, containing bullet type teeth to recycled material. Milling and profile machines are not acceptable equipment.

Subgrade Corrections –

After the subgrade has been proof rolled, any areas that are substandard shall be excavated to a depth of 10 inches and replaced with #304 aggregate. The placement of the aggregate shall not be in any more than 5 inch layers. Each layer shall be compacted in accordance with #304 specifications.

Blending of Asphalt Emulsion CMS-1 or CMS-2

After the additional base material has been added to the pulverized base, liquid asphalt emulsion shall be evenly and thoroughly blended and mixed with the base material. The depth of blending shall be 6 inches and the rate shall be between 4 and 4.5 gallons per square yard. The asphalt emulsion shall be the cationic type and contain no less than 4% solvents.

The cationic emulsion can be either CMS-1 or CMS-2. The machine for metering the emulsion must be of the pulverizer type and must contain the following equipment to assure accuracy.

1. Depth control device.
2. An automatic liquid proportioning system which will control the application rate of emulsion additive being dispersed to the recycled material.
3. The meter that counts each gallon of material used. This is a gauge that checks the accuracy of the machine.

After the material has been mixed and blended, it shall then be graded so as to ensure that surface water drains. Rolling shall commence immediately and conform to rolling specifications for #304.

Cement Stabilization –

After the pulvamixing process has been completed, Portland Cement shall be evenly and thoroughly blended and mixed with base material. The depth of blending should be between 8 inches – 12 inches. The percentage of cement should be between 4% - 8% depending on existing soil conditions.

After cement is thoroughly blended with sub-base material, water shall be added using a machine capable of metering the amount of liquid used by the gallon. The machine should also have a depth control device and an automatic liquid proportioning system which will control the application rate of additives being dispensed.

After the material has been thoroughly blended, fine grading and compaction will take place to allow for proper surface drainage. A 20 ton or more vibratory roller will be used for compaction.

The cure period shall be for 7 to 10 days free of all types of traffic. After the curing period, paving shall begin.

Section 5 – Asphaltic Concrete, ODOT 441:

Description of Work –

Labor, material, equipment, trucks, and mobilization needed to install ODOT grades of asphaltic concrete in various locations as directed by the Service Director or his designee for sectional overlay shall be available through this contract

Labor and equipment needed, will be as follows and shall be available and provided as directed.

1. JMF to be supplied by contractor
2. Paver capable of paving up to 21 ft. wide
3. 2-20 ton double drum vibrator roller
4. 6-8 ton finish rollers
5. 3 operators
6. 2 rakers
7. 2 screw men
8. 1 laborer
9. 2 flagmen
10. All mobilization to be included

Contractor to supply and install all temporary signs as directed by the Service Director or his designee for traffic control, at no additional charge.

Section 6 – O.D.O.T. Spec 422 Chip Seal:

Single Surface Treatment –

Apply CRS-2 liquid asphalt emulsion containing 4% solvent at a rate of .40 gallons per square yard and cover with #8 washed limestone at 25# per square yard. The cover aggregate should have an absorption rate of less than 1%.

Hand Brooming –

Prior to rolling, the contractor shall provide laborer to correct deficiencies in the application of the cover aggregate. Deficiencies may include piling of the aggregate, overlapping of the joints or any excess bleeding that may have occurred through the application of the emulsion.

Rolling –

Rolling shall begin immediately behind the spreading and pouring of the aggregate. When three-wheeled rollers are required, they shall be used for at least the initial coverage. Roller coverage shall consist of two trips or passes over the same area. Rollers shall not be operated at speeds that cause pickup or dislodging of aggregate particles.

Weather Limitations & Sweeping –

No bituminous material shall be applied unless the atmospheric temperature is 50 degrees F. and rising. No bituminous material shall be applied while the surface is wet nor when impending weather conditions are such that proper curing may not be obtained. Chip Seal shall be swept after 72 hours with a vacuum type sweeper. All excess stone shall be the responsibility of the contractor.

Section 7 – Tack Material:

O.D.O.T. CMS 702.04 CSS-1

Section 8 – Pavement Markings

Description of Work –

Labor, material, equipment, trucks and mobilization needed to install pavement markings using ODOT 642, Type 1 traffic paint as directed by the Service Director or his designee in locations where existing paint was disturbed/removed due to work performed by the contractor. This work shall also include repainting existing crosswalk lines and stop bars adjacent to the work area.

Contractor shall supply and install all temporary signs as directed by the Service Director and his designee for traffic control, at no additional charge.

**CITY OF BROOK PARK
GENERAL PAVEMENT SERVICES FOR 2026-27 BID FORMS**

All bid prices shall include mobilization to and from required job locations. "Est." means estimated quantity.

Section 1 – Truck Rental & Equipment Rental Bid Forms

Trucks

¾ Ton or larger Pick-up truck – Driver included for snow plowing
\$ _____/hr. Est. use 160 Hrs. Availability _____
Extended Price/Estimated Total \$ _____

Tandem Axle – Driver included for material handling or snow plowing
\$ _____/hr. Est. use 160 Hrs. Availability _____
Extended Price/Estimated Total \$ _____

Tri-Axle – Driver included for material handling or snow plowing
\$ _____/hr. Est. use 160 Hrs. Availability _____
Extended Price/Estimated Total \$ _____

Quad-Axle – Driver included for material handling or snow plowing
\$ _____/hr. Est. use 160 Hrs. Availability _____
Extended Price/Estimated Total \$ _____

Equipment

Computerized Tack Coat Distributor with Operator (per D.O.T.)
\$ _____/hr. Est. use 310 Hrs. Availability _____
Extended Price/Estimated Total \$ _____

Pneumatic Compactor (#1 on Specification List)
Est. use 160 Hrs \$ _____/hour
\$ _____/week
Availability _____
Minimum Hours Required to Mobilize: _____
Extended Price/Estimated Total \$ _____

Milling Machine (#2A on Specification List)
Est. use 160 Hrs \$ _____/hour
Availability: _____
Minimum Hours Required to Mobilize: _____
Extended Price/Estimated Total \$ _____

Milling Machine Full Depth Planing (#2B on Specification List)
Est. use 130 Hrs \$ _____/hour
Availability: _____
Minimum Hours Required to Mobilize: _____
Extended Price/Estimated Total \$ _____

Section 1 – Truck Rental & Equipment Rental Bid Forms (Cont.)

Equipment

Hydraulic Track Excavator Medium (#3 on Specifications List)

Est. use 82 Hrs

Model _____ \$ _____/hour

Make _____ \$ _____/week

Availability: _____

Minimum Hours Required to Mobilize: _____

Extended Price/Estimated Total \$ _____

Hydraulic Track Excavator Large (#4 on Specifications List)

Est. use 82 Hrs

Model _____ \$ _____/hour

Make _____ \$ _____/week

Availability: _____

Minimum Hours Required to Mobilize: _____

Extended Price/Estimated Total \$ _____

Track Type Dozer Small (#5 on Specifications List)

Est. use 82 Hrs

Model _____ \$ _____/hour

Make _____ \$ _____/week

Availability: _____

Minimum Hours Required to Mobilize: _____

Extended Price/Estimated Total \$ _____

Track Type Dozer Large (#6 on Specifications List)

Est. use 82 Hrs

Model _____ \$ _____/hour

Make _____ \$ _____/week

Availability: _____

Minimum Hours Required to Mobilize: _____

Extended Price/Estimated Total \$ _____

Section 1 – Truck Rental & Equipment Rental Bid Forms (Cont.)

Equipment

Compaction Roller 20 Ton Capacity (#7 on Specifications List)

Est. use 250 Hrs

Model _____ \$ _____/hour

Make _____ \$ _____/week

Availability: _____

Minimum Hours Required to Mobilize: _____

Extended Price/Estimated Total \$ _____

Road Widener (#8 on Specifications List)

Est. use 58 Hrs

Model _____ \$ _____/hour

Make _____ \$ _____/week

Availability: _____

Minimum Hours Required to Mobilize: _____

Extended Price/Estimated Total \$ _____

Regenerated Air Sweeper w/Self-Loading Capabilities (#9 on Specifications List)

Est. use 250 Hrs

Model _____ \$ _____/hour

Make _____ \$ _____/week

Availability: _____

Minimum Hours Required to Mobilize: _____

Extended Price/Estimated Total \$ _____

Motor Grader (#10 on Specifications List)

Est. use 82 Hrs

Model _____ \$ _____/hour

Make _____ \$ _____/week

Availability: _____

Minimum Hours Required to Mobilize: _____

Extended Price/Estimated Total \$ _____

Section 1 -- Truck Rental & Equipment Rental Bid Forms (Cont.)

Equipment

Backhoe Loader (#11 on Specifications List)

Est. use 140 Hrs

Model _____ \$ _____/hour

Make _____ \$ _____/week

Availability: _____

Minimum Hours Required to Mobilize: _____

Extended Price/Estimated Total \$ _____

Wheel Loader (#12 on Specifications List)

Est. use 34 Hrs

Model _____ \$ _____/hour

Make _____ \$ _____/week

Availability: _____

Minimum Hours Required to Mobilize: _____

Extended Price/Estimated Total \$ _____

Self Propelled Asphalt Paver – 8 to 15 Seamless (#13 on Specifications List)

Est. use 370 Hrs

Model _____ \$ _____/hour

Make _____ \$ _____/week

Availability: _____

Minimum Hours Required to Mobilize: _____

Extended Price/Estimated Total \$ _____

Additional Paver Operators Est. use 235 Hrs \$ _____/hour

Extended Price/Estimated Total \$ _____

Tractor with Power Broom Attachment (#14 on Specifications List)

Est. use 130 Hrs

Model _____ \$ _____/hour

Make _____ \$ _____/week

Availability _____

Minimum Hours Required to Mobilize _____

Section 1 – Truck Rental & Equipment Rental Bid Forms (Cont.)

Extended Price/Estimated Total \$ _____

Section 1 Extended Price/Estimated Grand Total \$ _____

Section 2 – Partial Depth Joint Repair Bid Form

Price shall include all Material, Equipment, and Labor for complete installation and cleanup unless otherwise noted.

Grind Longitudinal Joint by the Lineal Foot \$ _____/Lineal Foot

Grinder and Operator Only Est. use 1200 FT

Extended Price/Estimated Total \$ _____

Grind Transverse Joint or Crack by the Lineal Foot \$ _____/Lineal Foot

Grinder and Operator Only Est. use 1200 FT

Extended Price/Estimated Total \$ _____

Fill with ODOT CMS 441 Asphalt Concrete Surface Course, Type 1, (448) by the
Cubic Yard \$ _____/Cubic Yard Installed

Est. use 40 CuYds **Extended Price/Estimated Total \$ _____**

Section 2 Extended Price/Estimated Grand Total \$ _____

Section 3 – Crack Sealing, Type IV Bid Form

Unit Price shall include all Material, Equipment, and Labor for complete installation and cleanup

Total Est. use 2300 lbs

Installation of ODOT IV \$ _____/lb. installed.

Extended Price/Estimated Total \$ _____

Section 3 Extended Price/Estimated Grand Total \$ _____

Section 4 – Full Depth Recycle Bid Form

Pulv mixing \$ _____/Square Yard

Unit price is for Bomag or equivalent equipment and operator only. Grader and compactor billed separately

Est. use 1300 Sq Yds **Extended Price/Estimated Total \$ _____**

Sub Base Removal & Replacement \$ _____/Cubic Yard

Unit Price to include excavation and material

Est. use 250 Cu Yds **Extended Price/Estimated Total \$ _____**

CMS-1 or CMS-2 Applies \$ _____/Gallon

Delivered Material price only. Application equipment billed separately.

Est. use 820 Gal. **Extended Price/Estimated Total \$ _____**

Alt: ODOT #304 Limestone – \$ _____/Ton

Delivered Material price only. Placement and compaction equipment billed separately.

Est. use 350 Tons **Extended Price/Estimated Total \$ _____**

Portland Cement \$ _____/Ton

Delivered Material price only. Mixing, watering, grading and compaction equipment billed separately.

Est. use 100 tons, actual amount as needed to meet specification requirements for pulv mixing

Extended Price/Estimated Total \$ _____

Section 4 Extended Price/Estimated Grand Total \$ _____

Section 5 – Asphaltic Concrete Placement Bid Form

ODOT # 301 Base \$ _____/Cubic Yard material only
Est. Use 700 Cubic Yards **Extended Price/Estimated Total \$** _____

ODOT # 441 Type 1 Intermediate \$ _____/Cubic Yard material only
Est. Use 1,150 Cubic Yards **Extended Price/Estimated Total \$** _____

ODOT #441 Type 1 Surface, PG64-22\$ _____/Cubic Yard material only
Est. Use 1,150 Cubic Yards **Extended Price/Estimated Total \$** _____

Paver, Material, trucking, compaction and labor shall be billed at their per unit hourly rates.

Section 5 Extended Price/Estimated Grand Total \$ _____

Section 6 – O.D.O.T. Spec 422 Bid Form Est. use 400 Sq Yards Each

Unit price shall include labor, material, and all equipment for complete application.

Single Surface Treatment \$ _____/Square Yard
Est. Use 11,500 Square Yards **Extended Price/Estimated Total \$** _____

Double Surface Treatment
(#8 Limestone) \$ _____/Square Yard
Est. Use 11,500 Square Yards **Extended Price/Estimated Total \$** _____

Additional Cost for MC-3000 \$ _____/Gallon applied
Est. Use 5710 Gallons **Extended Price/Estimated Total \$** _____

Section 6 Extended Price/Estimated Grand Total \$ _____

Section 7 – Purchase of Tack Material

O.D.O.T. Spec CSS-1 \$ _____/Gallon Picked up
Est Use 6,400 Gallons **Extended Price/Estimated Total \$** _____

Section 8 – Pavement Markings

Unit price shall include labor, material, and all equipment for complete application.

Centerline (yellow) \$ _____/Mile Installed

Est Use 2 miles **Extended Price/Estimated Total \$** _____

Lane Line, 4" (white) \$ _____/Mile Installed

Est Use 2 miles **Extended Price/Estimated Total \$** _____

Edge Line, 4" (white) \$ _____/Mile Installed

Est Use 2 miles **Extended Price/Estimated Total \$** _____

Stop Line (white) \$ _____/Ft Installed

Est Use 200 ft **Extended Price/Estimated Total \$** _____

Channelizing Line (white) \$ _____/Ft Installed

Est Use 250 ft **Extended Price/Estimated Total \$** _____

Crosswalk Line (white) \$ _____/Ft Installed

Est Use 400 ft **Extended Price/Estimated Total \$** _____

Section 8 Extended Price/Estimated Grand Total \$ _____

EXCEPTIONS

If there are any exceptions to the bid specifications, they are to be listed with an explanation as to the benefit to the project. Copies of this form may be used as necessary.

Exception:

Explanation:

BIDDER'S AFFIDAVIT

STATE OF _____)
) SS:
COUNTY _____)

_____, whose title is _____, being first duly sworn, deposes and says that he/she is the sole owner, authorized partner, or authorized officer or agent of _____, the party making the enclosed Bid, and says further that said _____ (sole owner, authorized partner, or authorized officer or agent) is/are the only party/parties interested in the profits of any Contract which may result from the herein contained Bid: that said Bid is made without any connection or interest in the profits thereof with any other person making any other Bid for said work; that no member of the City Administration, head of any department or division or employee therein, or any officer of the City of Brook Park, Ohio, is directly or indirectly interested therein; that said Bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder or person to put in a sham bid or that such person shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any person, to fix the bid price of Affiant or of that of any other Bidder, or to fix any overhead, profit, or cost element of said bid price or of that of any other Bidder, or to secure any advantage against the City of Brook Park, Ohio; that such Bidder has not directly or indirectly submitted this Bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof; and further says that all statements made by him/her in said Bid are true.

Affiant further says that the list of individuals, partners, or officers and shareholders submitted herewith is made a part hereof as though fully rewritten herein.

Affiant

SWORN TO AND SUBSCRIBED BEFORE ME, A Notary Public, on this _____ day of _____, 20__.

Notary Public

STATEMENT AS TO INTERESTED PARTIES

STATE OF _____)
) SS:
COUNTY _____)

_____, being first duly sworn, deposes and says:

INDIVIDUAL ONLY: That he/she is an individual who is doing business under the name of _____, at _____ in the City of _____, State of _____.

PARTNERSHIP OR LIMITED LIABILITY COMPANY ONLY: That he/she is the duly- authorized representative of a _____ (general/limited) partnership or limited liability company which is doing business under the name of _____ in the City of _____, State of _____.

Affiant further states that the following is a complete and accurate list of the names and addresses of the members of said partnership or limited liability company, whether they are general or limited partners or company members:

CORPORATION ONLY: The he/she is the duly-authorized _____ of _____, a corporation organized and existing under the laws of the State of _____ or a foreign corporation licensed to conduct business in the State of Ohio, and he/she is submitting herewith a Bid to the City of Brook Park 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 including the names and addresses of all shareholders owning more than 5% of the capital stock of said corporation.

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

President: _____

Directors: _____

Vice President: _____

Secretary: _____

Treasurer: _____

Manager/Agent _____

Attorneys: _____

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

<u>NAME</u>	<u>TITLE</u>
_____	_____
_____	_____
_____	_____

FURTHER AFFIANT SAYETH NAUGHT.

(Signature)

SWORN TO BEFORE ME AND SUBSCRIBED IN MY PRESENCE THIS
 ____ day of _____, 20__.

(Notary Public)

GENERAL CONDITIONS

GENERAL CONDITIONS

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1. **DEFINITIONS**

- 1.1 Wherever used in the CONTRACT DOCUMENTS, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof.
- 1.2 ADDENDA - Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the CONTRACT DOCUMENTS by additions, deletions, clarifications, or corrections.
- 1.3 BID - The offer or proposal of the BIDDER submitted on the prescribed form setting forth the prices for the WORK to be performed.
- 1.4 BIDDER - Any person, firm or corporation submitting a BID for the WORK.
- 1.5 BONDS - BID GUARANTY and CONTRACT BONDS and other instruments of security, furnished by the CONTRACTOR'S Surety in accordance with the CONTRACT DOCUMENTS.
- 1.6 CHANGE ORDER - A written order to the CONTRACTOR authorizing an addition, deletion or revision in the WORK within the general scope of the CONTRACT DOCUMENTS, or adjustment in the CONTRACT PRICE or CONTRACT TIME.
- 1.7 CONTRACT DOCUMENTS - Bidding Requirements including Advertisement for BIDS and Information for BIDDERS: Bidding Forms including Non-collusion Affidavit, BID GUARANTY, and CONTRACT BOND and BID; Contract Forms and General Conditions including Agreement, Legal and Fiscal Officers, Certificates, CONTRACT BOND, NOTICE OF AWARD, NOTICE TO PROCEED, CHANGE ORDER, GENERAL CONDITIONS, and SUPPLEMENTARY GENERAL CONDITIONS; PLANS; SPECIFICATIONS and SUPPLEMENTAL SPECIFICATIONS; and ADDENDA; and all other documents contained in this BID PACKAGE.
- 1.8 CONTRACT PRICE - The total moneys payable to the CONTRACTOR under the terms and conditions of the CONTRACT DOCUMENTS.
- 1.9 CONTRACT TIME - The number of calendar days stated in the CONTRACT DOCUMENTS for completion of the WORK.
- 1.10 CONTRACTOR - The person, firm or corporation with whom the OWNER has executed the Agreement.
- 1.11 DIRECTOR OF PUBLIC SERVICE - The person, firm or corporation named as such in the CONTRACT DOCUMENTS.
- 1.12 FIELD ORDER - A written order affecting a change in the WORK not involving an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, issued by the DIRECTOR OF PUBLIC SERVICE to the CONTRACTOR during the construction.
- 1.13 NOTICE OF AWARD - The WRITTEN NOTICE of the acceptance of the BID from the OWNER to the successful BIDDER.

- 1.14 NOTICE TO PROCEED - Written communication issued by the OWNER to the CONTRACTOR authorizing him to proceed with the WORK and establishing the date of commencement of the WORK.
- 1.15 OWNER - A public or quasi-public body or authority, corporation, association, partnership, or individual for whom the WORK is to be performed.
- 1.16 PLANS - The part of the CONTRACT DOCUMENTS which show the characteristics and scope of the WORK to be performed and which have been prepared or approved by the DIRECTOR OF PUBLIC SERVICE.
- 1.17 PROJECT - The undertaking to be performed as provided in the CONTRACT DOCUMENTS.
- 1.18 RESIDENT PROJECT REPRESENTATIVE - The authorized representative of the OWNER who is assigned to the PROJECT site or any part thereof.
- 1.19 SHOP DRAWING - All drawings, diagrams, illustrations, brochures, schedules, and other data which are prepared by the CONTRACTOR, a SUBCONTRACTOR, MANUFACTURER, SUPPLIER or distributor, which illustrate how specific portions of the WORK shall be fabricated or installed.
- 1.20 SPECIFICATIONS - A part of the CONTRACT DOCUMENTS consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards, and workmanship.
- 1.21 SUBCONTRACTOR - An individual, firm, or corporation having a direct contract with the CONTRACTOR or with any other SUBCONTRACTOR for his performance of a part of the WORK at the site.
- 1.22 SUBSTANTIAL COMPLETION - That date as certified by the DIRECTOR OF PUBLIC SERVICE when the construction of the PROJECT or a specified part thereof is substantially completed, and occupied, or in use, or otherwise accepted, in use, or otherwise accepted, in accordance with the CONTRACT DOCUMENTS, so that the PROJECT or specified part can be utilized for the purpose for which it is intended, that training requirements have been met, and that it has been demonstrated to be in compliance with operational requirements.
- 1.23 SUPPLEMENTAL GENERAL CONDITIONS - Modifications to the General Conditions.
- 1.24 SUPPLEMENTAL SPECIFICATIONS - Modifications to the SPECIFICATIONS.
- 1.25 SUPPLIER - Any person or organization who supplies materials or equipment for the WORK, including that fabricated to a special design, but who does not perform labor at the site.
- 1.26 WORK - All labor necessary to produce the construction required by the CONTRACT DOCUMENTS, and all materials and equipment incorporated or to be incorporated in the PROJECT.

1.27 WRITTEN NOTICE - Any notice to any party of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at his last given address, or delivered in person to said party or his authorized representative on the WORK.

2. **ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS**

2.1 The CONTRACTOR may be furnished additional instructions and detail drawings, by the DIRECTOR OF PUBLIC SERVICE, as necessary to carry out the WORK required by the CONTRACT DOCUMENTS.

2.2 The additional drawings and instructions thus applied will become a part of the CONTRACT DOCUMENTS. The CONTRACTOR shall carry out the WORK in accordance with the additional detail drawings and instructions.

3. **SCHEDULES, REPORTS AND RECORDS**

3.1 The CONTRACTOR shall submit to the OWNER such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records, and other data where applicable as are required by the CONTRACT DOCUMENTS for the WORK to be performed.

3.2 Prior to the first partial payment estimate, the CONTRACTOR shall submit construction progress schedules showing the order in which he proposes to carry on the WORK, including dates at which he will start the various parts of the WORK, estimated date of completion of each part and, as applicable:

3.2.1 The dates at which special detail drawings will be required; and

3.2.2 Respective dates for submission of SHOP DRAWINGS, the beginning of manufacturing, and the testing and the installation of materials, supplies and equipment.

3.3 The CONTRACTOR shall also submit a schedule of payments that he anticipates he will earn during the course of the WORK.

3.4 Whenever the WORK accomplished to date deviates from the latest construction progress schedules, the CONTRACTOR shall submit revised construction progress schedules indicating the WORK accomplished to date and the WORK to be done. When the WORK to be done is behind schedule, the CONTRACTOR shall include the necessary remedial measures to put the WORK on schedule.

4. **PLANS AND SPECIFICATIONS**

4.1 The intent of the PLANS and SPECIFICATIONS is that the CONTRACTOR shall furnish labor, materials, tools, equipment, and transportation necessary for the proper execution of the WORK in accordance with the CONTRACT DOCUMENTS and all incidental work necessary to complete the PROJECT in a good workmanlike manner, ready for use, occupancy or operation by the OWNER.

- 4.2 In case of conflict between the PLANS and SPECIFICATIONS, the PLANS shall govern over scale dimensions, and detailed PLANS shall govern over general PLANS.
- 4.3 Any discrepancies found between the PLANS and SPECIFICATIONS and site conditions or any inconsistencies or ambiguities in the PLANS or SPECIFICATIONS and site conditions or any inconsistencies or ambiguities in the PLANS or SPECIFICATIONS shall be immediately reported to the DIRECTOR OF PUBLIC SERVICE, in writing, who shall promptly correct such inconsistencies or ambiguities. Any work performed without correction shall be done at the CONTRACTOR'S risk.
- 4.4 The work shall be constructed according to "Construction and Materials Specifications, State of Ohio Department of Transportation", January 1, 2019 or latest Edition thereof. In no event shall the unit prices set forth in the Proposal Bid Form be subject to escalation.
- 4.5 The record weights of asphalt and other materials paid per ton shall be the dray slips accompanying each load of material. These dray slips shall be verified by the Inspector and one copy retained by him. The Contractor shall have a tested and sealed scale which has a device that will automatically print on each dray slip a gross and tare weight for each load. The scale should be certified by the Division of Markets, Weights, and Measures of the City of Cleveland or other similar agency. The scale shall be tested at least once every six months. No materials shall be delivered to the job without these dray slips and no hand written slips will be permitted.

Record weights of asphalt shall be converted to cubic yard for payment at a factor of 4000 pounds per cubic yard.

5. SHOP DRAWINGS

- 5.1 The CONTRACTOR shall provide SHOP DRAWINGS necessary for the prosecution of the WORK as required by the CONTRACT DOCUMENTS. The DIRECTOR OF PUBLIC SERVICE shall promptly review all SHOP DRAWINGS for general conformance with the design concept of the project and for compliance with the information given in the CONTRACT DOCUMENTS. The CONTRACTOR is responsible for quantities and dimensions to be confirmed and correlated at the job site; for information that pertains solely to the fabrication processes or techniques of construction; and for coordination of the WORK of all trades. The DIRECTOR OF PUBLIC SERVICE'S approval of any SHOP DRAWING shall not release the CONTRACTOR from responsibility for deviations from the CONTRACT DOCUMENTS. The approval of any SHOP DRAWING which substantially deviates from the requirement of the CONTRACT DOCUMENTS shall be evidenced by a CHANGE ORDER.
- 5.2 When submitted for the DIRECTOR OF PUBLIC SERVICE'S review, SHOP DRAWINGS shall bear the CONTRACTOR'S certification that he has reviewed, checked, and approved the SHOP DRAWINGS and that they are in conformance with the requirements of the CONTRACT DOCUMENTS.

- 5.3 Portions of the WORK requiring a SHOP DRAWING or sample submission shall not begin until the SHOP DRAWING or sample submission has been approved by the DIRECTOR OF PUBLIC SERVICE. A copy of each approved SHOP DRAWING and each approved sample shall be kept in good order by the CONTRACTOR at the site and shall be available to the DIRECTOR OF PUBLIC SERVICE.

6. MATERIALS, EQUIPMENT, SERVICE AND FACILITIES

- 6.1 It is understood that, except as otherwise specifically stated in the CONTRACT DOCUMENTS, the CONTRACTOR shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, test, and deliver the WORK within the specified time.
- 6.2 Materials and equipment shall be so stored as to ensure the preservation of their quality and fitness for the WORK. Stored materials and equipment to be incorporated in the WORK shall be located so as to facilitate prompt inspection.
- 6.3 Manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned as directed by the manufacturer. Unless specifically stated otherwise, all materials and equipment incorporated in the WORK shall be new, unused, and undamaged.
- 6.4 Materials, supplies, and equipment shall be in accordance with samples, submitted by the CONTRACTOR and approved by the DIRECTOR OF PUBLIC SERVICE.
- 6.5 Materials, supplies, or equipment to be incorporated into the WORK shall not be purchased by the CONTRACTOR or the SUBCONTRACTOR subject to a chattel mortgage or under a conditional sale CONTRACT or other Agreement by which an interest is retained by the Seller.

7. INSPECTION AND TESTING

- 7.1 All materials and equipment used in the construction of the PROJECT shall be subject to inspection and testing in accordance with accepted standards, as required and defined in the CONTRACT DOCUMENTS.
- 7.2 The OWNER shall provide all inspections and testing services not required by the CONTRACT DOCUMENTS.
- 7.3 The CONTRACTOR shall provide all the testing and inspection services required by the CONTRACT DOCUMENTS.
- 7.4 If the CONTRACT DOCUMENTS, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any WORK to specifically be inspected, tested, or approved by someone other than the CONTRACTOR, the CONTRACTOR will give the DIRECTOR OF PUBLIC SERVICE timely notice

of readiness. The CONTRACTOR will then furnish the DIRECTOR OF PUBLIC SERVICE the required certificates of inspection, testing, or approval.

- 7.5 Inspections, tests or approvals by the DIRECTOR OF PUBLIC SERVICE or others shall not relieve the CONTRACTOR from his obligations to perform the WORK in accordance with the requirements of the CONTRACT DOCUMENTS.
- 7.6 The DIRECTOR OF PUBLIC SERVICE and his representatives will at all times have access to the WORK. In addition, authorized representatives and agents of any participating Federal or State Agency shall be permitted to inspect all WORK materials, payroll, and records. The CONTRACTOR will provide proper facilities for such access and observation of the WORK and also for any inspection or testing thereof.
- 7.7 If any WORK is covered, contrary to the written instructions of the DIRECTOR OF PUBLIC SERVICE, it must be uncovered for the DIRECTOR OF PUBLIC SERVICE'S observation and replaced at the CONTRACTOR'S expense.
- 7.8 If after the City has already inspected and approved the work, the DIRECTOR OF PUBLIC SERVICE considers it necessary or advisable that covered WORK be inspected or tested by others, the CONTRACTOR at the DIRECTOR OF PUBLIC SERVICE'S request, will uncover, expose or otherwise make available for observation, inspection or testing, as the DIRECTOR OF PUBLIC SERVICE may require, that work, materials, tools and equipment. If it is found that such WORK is defective, the CONTRACTOR will bear all the expenses of such uncovering, exposure, observation, inspection, and testing, and of satisfactory reconstruction. If, however, such WORK is not found to be defective, the CONTRACTOR will be allowed an increase in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, and reconstruction and an appropriate CHANGE ORDER shall be issued.

8. SUBSTITUTIONS

- 8.1. Whenever a material, article or piece of equipment is identified on the PLANS or SPECIFICATIONS by reference to brand name or catalogue number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The CONTRACTOR may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the CONTRACT DOCUMENTS by reference to brand name or catalogue number, and if, in the opinion of the DIRECTOR OF PUBLIC SERVICE, such material, article, or piece of equipment is of equal substance and function to that specified, the DIRECTOR OF PUBLIC SERVICE may approve its substitution and use by the CONTRACTOR. Any cost differential shall be deductible from the CONTRACT PRICE and the CONTRACT DOCUMENTS shall be appropriately modified by CHANGE ORDER. The CONTRACTOR warrants that if substitutes are approved, no major changes in the function or general design of the PROJECT will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the

CONTRACTOR without a change in the CONTRACT PRICE or CONTRACT TIME.

- 8.2 In considering the suitability of substitutions, in addition to equality of substance and function, economy of maintenance and operation, availability of reconstructed parts and duration of life shall be considered. In those instances in which a particular brand, make of material, device, or equipment is required to be stated by the CONTRACTOR in the BID, the CONTRACTOR will be required to provide the item so indicated, unless approved by the DIRECTOR OF PUBLIC SERVICE, by a FIELD ORDER, or CHANGE ORDER.

9. PATENTS

- 9.1 The CONTRACTOR shall pay all applicable royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and save the OWNER harmless from loss on account thereof, except that the OWNER shall be responsible for any such loss when a particular process, design, or the product of a particular manufacturing or manufacturer is specified, however, if the CONTRACTOR has reason to believe that the design, process, or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the DIRECTOR OF PUBLIC SERVICE.

10. SURVEYS, PERMITS AND REGULATIONS

- 10.1 The OWNER shall establish control points for locating the principal component parts of the WORK together with a suitable number of bench marks adjacent to the WORK as shown in the CONTRACT DOCUMENTS. From the information provided by the OWNER, unless otherwise specified in the CONTRACT DOCUMENTS, the CONTRACTOR shall develop and make all detail surveys needed for construction such as slope stakes, batter boards, stakes for pile locations and other working points, lines, elevations, and cut sheets.
- 10.2 The CONTRACTOR shall preserve and reference bench marks, monuments, property corners, reference points, and stakes and, in case of willful or careless destruction, he shall furnish a certification by a registered surveyor that they have been restored. He shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.
- 10.3 Permits and licenses necessary for the prosecution of the WORK shall be secured and paid for by the CONTRACTOR unless otherwise specified. The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the WORK as drawn and specified. If the CONTRACTOR observes that the CONTRACT DOCUMENTS are a variance therewith, he shall promptly notify the DIRECTOR OF PUBLIC SERVICE in writing, and any necessary changes shall be adjusted as provided in Section 13.

11. PROTECTION OF WORK, PROPERTY AND PERSONS.

- 11.1 The CONTRACTOR will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the WORK. He will take all necessary precautions for the safety of, and will provide the necessary

protection to prevent damage, injury, or loss to all employees on the WORK and other persons who may be affected thereby, all the WORK, and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, and structures.

- 11.2 The CONTRACTOR will be held responsible for any and all materials or WORK, and will be required to make good, at his own cost, any injury or damage which said materials or WORK may sustain from any source or cause whatever, before final acceptance thereof. During freezing or severe winter weather, the CONTRACTOR shall provide the necessary drainage, heating facilities, and other protection for the footers and floor slab to prevent any possible damage from frost action. It will also be necessary for the CONTRACTOR to provide protection to the walls from earth slippage and ponding of water and mud that could cause structural damage by freezing action.
- 11.3 The CONTRACTOR will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. He will erect and maintain, as required by the conditions and progress of the WORK, all necessary safeguards for safety and protection.

12. SUPERVISION BY CONTRACTOR

- 12.1 The CONTRACTOR will supervise and direct the WORK. He will be solely responsible for the means, methods, techniques, safety, sequences, and procedures of construction. The CONTRACTOR will employ and maintain on the WORK a qualified supervisor or superintendent who shall have been designated in writing by the CONTRACTOR as the CONTRACTOR'S representative at the site. The Supervisor shall have full authority to act on behalf of the CONTRACTOR and all communications given to the Supervisor shall be as binding as if given to the CONTRACTOR. The Supervisor shall be present and on the site at all times as required to perform adequate Supervision and coordination of the WORK.

13. CHANGES IN THE WORK

- 13.1 The OWNER may at any time, as the need arises, order changes within the scope of the WORK without invalidating the Agreement. If such changes increase or decrease the amount due under the CONTRACT DOCUMENTS, or in the time required for performance of the WORK, an equitable adjustment shall be authorized by CHANGE ORDER.
- 13.2 The DIRECTOR OF PUBLIC SERVICE also may, at any time, by issuing a FIELD ORDER, make changes in the details of the WORK. The CONTRACTOR shall proceed with the performance of any changes in the WORK so ordered by the DIRECTOR OF PUBLIC SERVICE unless the CONTRACTOR believes that such FIELD ORDER entitles him to a change in CONTRACT PRICE or TIME, or both, in which event he shall give the DIRECTOR OF PUBLIC SERVICE WRITTEN NOTICE thereof within 7 days after the receipt of the ordered change. Thereafter,

the CONTRACTOR shall document the basis for the change in CONTRACT PRICE or TIME within 30 days. The CONTRACTOR shall not execute such changes pending the receipt of an executed CHANGE ORDER or further instruction from the OWNER.

14. CHANGES IN CONTRACT PRICE

14.1 The CONTRACT PRICE may be changed only by a CHANGE ORDER. The value of any WORK covered by a CHANGE ORDER or of any claim for increase or decrease in the CONTRACT PRICE shall be determined by one or more of the methods in the order of precedence listed below:

- (a) Unit prices previously agreed upon.
- (b) An agreed lump sum.
- (c) The actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the WORK. In addition, there shall be added an amount to be agreed upon, but not to exceed 15 per cent of the actual cost of the WORK to cover the cost of general overhead and profit.

15. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

15.1 The date of beginning and the time for completion of the WORK are essential conditions of the CONTRACT DOCUMENTS and the WORK embraced shall be commenced on a date specified in the NOTICE TO PROCEED for each task. Time is of the essence of this Agreement.

15.2 The CONTRACTOR will proceed with the WORK in each task at such rate of progress to ensure full completion within the CONTRACT TIME and within the agreed upon completion time for each task. It is expressly understood and agreed, by and between the CONTRACTOR and the OWNER, that the CONTRACT TIME for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the WORK.

15.3 If the CONTRACTOR shall fail to complete the WORK within the CONTRACT TIME or within the agreed upon time for each task, or extension of time granted by the OWNER, then the CONTRACTOR will pay to the OWNER the amount for liquidated damages as specified in the BID for each calendar day that the CONTRACTOR shall be in default after the time stipulated in the CONTRACT DOCUMENTS and for each calendar day the work remains incomplete after the agreed upon completion date for each task.

15.4 The CONTRACTOR shall not be charged with liquidated damages or any excess cost when the delay in completion of the WORK is due to the following and the CONTRACTOR has promptly given WRITTEN NOTICE of such delay to the OWNER or DIRECTOR OF PUBLIC SERVICE.

- 15.4.1 To any preference, priority or allocation order duly issued by the OWNER which differs from the CONTRACTOR'S original or amended schedule of work to be performed;
- 15.4.2 To unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR, including but not restricted to, acts of GOD, or the public enemy, acts of the OWNER, acts of another CONTRACTOR in the performance of a CONTRACT with the OWNER, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and abnormal and unforeseeable weather; and
- 15.4.3 To any delays of SUBCONTRACTORS occasioned by any of the causes specified in Sections 15.4.1 and 15.4.2.

16. CORRECTION OF WORK

- 16.1 The CONTRACTOR shall promptly remove from the premises all WORK rejected by the DIRECTOR OF PUBLIC SERVICE for failure to comply with the CONTRACT DOCUMENTS, whether incorporated in the construction or not, and the CONTRACTOR shall promptly replace and re-execute the WORK in accordance with the CONTRACT DOCUMENTS and without expense to the OWNER and shall bear the expense of all WORK of other CONTRACTORS destroyed or damaged by such removal or replacement.
- 16.2 All removal and replacement WORK shall be done at the CONTRACTOR'S expense. If the CONTRACTOR does not take action to remove such rejected WORK within 10 days after receipt of WRITTEN NOTICE, the OWNER may remove such WORK and store the materials at the expense of the CONTRACTOR.

17. SUSPENSION OF WORK, TERMINATION AND DELAY

- 17.1 The OWNER may suspend the WORK or any portion thereof for a period of not more than 90 days or such further time as agreed upon by the CONTRACTOR. WRITTEN NOTICE should be given to the CONTRACTOR by the DIRECTOR OF PUBLIC SERVICE which notice shall fix the date on which WORK shall be resumed. The CONTRACTOR will resume that WORK on the date so fixed. The CONTRACTOR will be allowed an increase in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, directly attributable to any suspension.
- 17.2 If the CONTRACTOR is adjudged bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the CONTRACTOR or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to SUBCONTRACTORS for labor, materials or equipment, or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the WORK, or if he disregards the authority of the DIRECTOR OF PUBLIC SERVICE, or if he otherwise violates any provision of the CONTRACT DOCUMENTS, the OWNER may, without prejudice to any other right or remedy

and after giving the CONTRACTOR and his Surety a minimum of 10 days from delivery of a WRITTEN NOTICE, terminate the services of the CONTRACTOR and take possession of the PROJECT and of all materials, equipment, tools, construction equipment, and machinery thereon owned by the CONTRACTOR, and finish the WORK by whatever method he may deem expedient. In such case the CONTRACTOR shall not be entitled to receive any further payment until the WORK is finished. If the unpaid balance of the CONTRACT PRICE exceeds the direct and indirect costs of completing the PROJECT, including compensation for additional professional services, such excess shall be paid to the CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR will pay the difference to the OWNER. Such costs incurred by the OWNER will be determined by the DIRECTOR OF PUBLIC SERVICE and incorporated in a CHANGE ORDER.

- 17.3 Where the CONTRACTOR'S services have been so terminated by the OWNER, said termination shall not affect any right of the OWNER against the CONTRACTOR then existing or which may thereafter accrue.
- 17.4 After 10 days from delivery of a WRITTEN NOTICE to the CONTRACTOR and the DIRECTOR OF PUBLIC SERVICE, the OWNER may, without cause and without prejudice to any other right or remedy, elect to terminate the CONTRACT. In such case, the CONTRACTOR shall be paid for all WORK executed to that point and any expense sustained to that point plus reasonable profit, unless such termination was due to the act or conduct of the CONTRACTOR.
- 17.5 If, through no act or fault of the CONTRACTOR, the WORK is suspended for a period of more than 90 days by the OWNER or under an order of court or other public authority, or the DIRECTOR OF PUBLIC SERVICE fails to act on any request for payment within 30 days after it is submitted, or the OWNER fails to pay the CONTRACTOR substantially the sum approved by the DIRECTOR OF PUBLIC SERVICE or awarded by arbitrators within 30 days of its approval and presentation, then the CONTRACTOR may, after 10 days from delivery of a WRITTEN NOTICE to the OWNER and the DIRECTOR OF PUBLIC SERVICE, terminate the CONTRACT and recover from the OWNER payment for all WORK executed and all expenses sustained to that point. In addition and in lieu of terminating the CONTRACT, if the DIRECTOR OF PUBLIC SERVICE has failed to act on a request for payment or if the OWNER has failed to make any payment approved by the DIRECTOR OF PUBLIC SERVICE, the CONTRACTOR may upon 10 days WRITTEN NOTICE to the OWNER and the DIRECTOR OF PUBLIC SERVICE stop WORK until he has been paid all amounts then due, in which event and upon resumption of the WORK, CHANGE ORDERS shall be issued for adjusting the CONTRACT PRICE or extending the CONTRACT TIME or both to compensate for the costs and delays attributable to the stoppage of the WORK.
- 17.6 If the performance of all or any portion of the WORK is suspended, delayed or interrupted as a result of a failure of the OWNER or DIRECTOR OF PUBLIC SERVICE to act within the time specified in the CONTRACT DOCUMENTS, or if no time is specified within a reasonable time, an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, shall be made by CHANGE ORDER to compensate the CONTRACTOR for the costs and delays

necessarily caused by the failure of the OWNER or DIRECTOR OF PUBLIC SERVICE.

18. PAYMENTS TO CONTRACTOR

- 18.1 At least 15 days before each progress payment falls due (but not more often than once a month), the CONTRACTOR will submit to the DIRECTOR OF PUBLIC SERVICE a partial payment estimate filled out and signed by the CONTRACTOR covering the WORK performed during the period covered by the partial payment estimate and supported by such data as the DIRECTOR OF PUBLIC SERVICE may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the WORK but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the OWNER as will establish the OWNER'S title to the material and equipment and protect his interest therein, including applicable insurance. The DIRECTOR OF PUBLIC SERVICE will, within 15 days receipt of each partial payment estimate, either indicate in writing his approval of payment or present the partial payment estimate to the CONTRACTOR indicating in writing his reasons for refusing to approve payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the partial payment estimate.

Until the project is fifty percent (50%) complete, ninety-two percent (92%) of the Total Value of the acceptable work complete in place, less former payments, will be payable after the approval of such estimates by the Service Director provided same is free from attested accounts or from claim for damages which might in any manner become a liability or charge against the municipality, and no legal restraints are placed upon the Municipality preventing such payment, and except as herein provided, but the allowance of such estimates shall not deem a final acceptance of the work or material therein included. All labor performed and material incorporated after the job is 50% completed shall be paid for at a rate of one hundred percent (100%) of the estimates submitted by the Contractor and approved by the Service Director, less former payments, provided same is free from attested accounts or from claim for damages which might in any manner become a liability or charge against the municipality, and no legal restraints are placed upon the Municipality preventing such payment, and except as herein provided, but the allowance of such estimates shall not deem a final acceptance of the work or material therein included. Should the Contractor fail to comply with the terms of these specifications, or with the orders of the Director as provided herein, the Municipality reserves the right to withhold the payment of any monthly estimate that may be due until such term, orders or directions have been complied with to the satisfaction of the Director of Service.

Equipment shall not be considered to have been incorporated in the WORK until all applicable conditions of the CONTRACT DOCUMENTS have been met including testing, start-up, training, and that it is demonstrated to be in compliance with operational requirements. Partial payment to the CONTRACTOR for WORK performed under a lump sum price shall be based on the schedule of quantities and costs submitted as required by Section 3.1.

- 18.2 The request for payment may also include an allowance for the cost of such major materials and equipment which are suitably stored either at or near the site.
- 18.3 Prior to SUBSTANTIAL COMPLETION, the OWNER, with the approval of the DIRECTOR OF PUBLIC SERVICE and with the concurrence of the CONTRACTOR, may use any completed or substantially completed portions of the WORK. Such use shall not constitute an acceptance of such portions of the WORK.
- 18.4 The OWNER shall have the right to enter the premises for the purpose of doing WORK not covered by the CONTRACT DOCUMENTS. This provision shall not be construed as relieving the CONTRACTOR of the sole responsibility for the care and protection of the WORK or the restoration of any damaged WORK except such as may be caused by agents or employees of the OWNER.
- 18.5 Before final payment to the CONTRACTOR is made by the OWNER, the CONTRACTOR must submit with the request for final payment an Affidavit and Waiver of Lien in a format as provided in these documents.
- 18.6 One month after the completion of the WORK or delivery of materials, the Municipality will cause its DIRECTOR OF PUBLIC SERVICE to make a final estimate of all work done and material delivered and the full amount of such estimate less any amounts paid on monthly estimates, and any amount retained to complete the WORK or delivery according to the provisions of the CONTRACT, and to pay any or all damages or to reimburse the Municipality for any moneys paid by the Municipality by reason of the CONTRACTOR'S failure to carry out faithfully and completely all the obligations and requirements of such contract and the CONTRACTOR will be paid within five days after the approval thereof, but in any event not later than the fifteenth day of the following calendar month.
- 18.7 The CONTRACTOR will indemnify and save the OWNER or the OWNER'S agents harmless from all attorney's fees waived by OWNER and from claims growing out of the lawful demands of SUBCONTRACTORS, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, tools and all supplies, or anyone else making a claim incurred in the furtherance of the performance of the WORK. The CONTRACTOR shall, at the OWNER'S request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the CONTRACTOR fails to do so, the OWNER may, after having notified the CONTRACTOR, either pay unpaid bills or withhold from the CONTRACTOR'S unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the CONTRACTOR shall be resumed, in accordance with the terms of the CONTRACT DOCUMENTS, but in no event shall the provisions of this sentence be construed to impose any obligations upon the OWNER to either the CONTRACTOR, his Surety, or any third party. In paying any unpaid bills of the CONTRACTOR, any payment so made by the OWNER shall be considered as a payment made under the CONTRACT DOCUMENTS by the OWNER to the CONTRACTOR and the OWNER shall not be liable to the CONTRACTOR for any such payments made in good faith.

19. ACCEPTANCE OF FINAL PAYMENT AS RELEASE

19.1 The acceptance by the CONTRACTOR of final payment shall be and shall operate as a release to the OWNER of all claims and all liability to the CONTRACTOR other than claims in writing presented to the owner before final payment is tendered stating amounts as may be specifically excepted by the CONTRACTOR for all things done or furnished in connection with this WORK and for every act and neglect of the OWNER and others relating to or arising out of this WORK. Any payment, however, final or otherwise, shall not release the CONTRACTOR or his Sureties from any obligations under the CONTRACT DOCUMENTS or the CONTRACT BOND.

20. INSURANCE

20.1 The Contractor shall take out and maintain during the life of this contract at his own expense, public liability and property damage insurance and owner's protective insurance which shall insure against liability arising out of any accident occurring as a result of this contract and the performance thereof, which will protect the Contractor, the owner and the Engineer, both in respect to the Owner's governmental capacity and particularly in respect to its operation in maintaining local sewer service, and any subcontractor performing work covered by this contract, from claims for damages due to personal injuries or wrongful death and damages to property which may arise from the operations under this contract, whether such operations be by the Contractor, any subcontractor or any agent or employees thereof directly or indirectly engaged in the performance of this contract and related matters, and such insurance coverage shall be not less than the following amounts to wit:

PUBLIC LIABILITY INSURANCE: Contractor must provide General Liability Insurance in amount no less than \$2,000,000.00 general aggregate, \$1,000,000.00 products, completed operations, \$1,000,000.00 personal injury and advertising offense, \$1,000,000.00 any one occurrence, \$50,000.00 fire legal liability, \$5,000.00 medical payments.

Independent Contractors coverage is to be written at a limit of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate. Explosion, collapse and underground liability must be included in the General Liability policy.

AUTOMOBILE INSURANCE: Contractor must provide automobile liability insurance in amounts no less than \$1,000,000.00 combined single limit bodily injury and property damage, \$1,000,000.00 mixed and non owned liability.

INSTALLATION FLOATER: Contractor shall insure for the life of the contract against all loss or damage by fire windstorm, hail, lightning, explosion and other hazards covered by the "special perils" policy cover. The amount of coverage shall be the contract price. The City of Brook Park shall be named as an additional insured on this policy.

SUBLET WORK: Should any part of the work covered by this contract be sublet, the contractor must furnish satisfactory proof on insurance of the character and in the amounts deemed necessary and required by owner to provide insurance

(CITY/VILLAGE/TOWNSHIP LETTERHEAD)

DESIGNATION OF ALTERNATE REPRESENTATIVE

As the Official Representative of the City/Village/Township of Brook Park to the Suburban Council of Governments of the Northeast Ohio Regional Sewer District (the "Council"), I, Edward Orcutt, designate Brian Beyer, as my Alternate Representative on the Council for the purpose of voting on my behalf at the Friday, October 17, 2025 Suburban Council of Governments meeting. My Alternate Representative is either (please check one):

- (i) an employee of my community; or
- (ii) an individual consultant of my community that has been formally designated as the City Engineer, Law Director, or other similar official agent of my community.

(Please specify role of Alternate with your community: Director of public service)

I have authorized said Alternate Representative to vote on my behalf and in furtherance of my desired outcome(s) for the matter(s) before the Suburban Council of Governments on Friday, October 17, 2025.

Mayor/City Manager/Trustee

City Of Brook Park
City/Village/Township Name

Date

protection which will be equal to that specified by the principal contractor if no work were sublet.

GENERAL INSURANCE: The policies shall contain a 10-day notice at cancellation or reduction in coverage with respect to the contract involved. This written notice is to be mailed by the Insurance Company to the City of Brook Park. The insurance is to be written, by an insurance company licensed to conduct business in the State of Ohio, and possess a rating by Best.

The City of Brook Park is to be named as additional insured on the Contractors policy. A certificate of insurance will also be provided by the Contractor to the City of Brook Park as evidence of numerous units of liability and naming the City of Brook Park as additional insured. This certificate must provide 10 days notice of cancellation.

No work shall be performed until such proof of insurance is presented to be approved by the City of Brook Park.

Any and all expense incident to the furnishing of all insurance required of the Contractor as well as the legally required performance bond shall be borne by the Contractor and shall be included in his unit price bid for the various items in the contract.

**AFFIDAVIT OF CONTRACTOR
OR SUB-CONTRACTOR
PREVAILING WAGES**

I, _____
(Name of person signing Affidavit) (Title)

of the _____, do hereby certify that the wages paid to all Employees for the full number of hours worked in connection with the CONTRACT to: the Improvement, Reconstruction and Construction of:

(Project and Location)
during the following period from _____ to _____
is in accordance with the prevailing wage prescribed by the Contract Document.

I further certify that no rebates or deductions for any wages due any person have been directly or indirectly made other than those provided by law.

(SIGNATURE OF THE OFFICER OR AGENT)

SWORN TO and subscribed in my presence this _____ day of _____,
20____.

(Notary Public)

The above Affidavit must be executed and sworn to by the Officer or Agent or the CONTRACTOR or SUBCONTRACTOR who supervises the payment of Employees, before the Owner will release the Surety and/or make a final payment due under the terms of the CONTRACT.

22.

STATE OF OHIO)

)

) SS:

AFFIDAVIT AND WAIVER OF LIEN

COUNTY OF _____)

(Final Payment)

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION.

_____ being first duly sworn says that he/she is the _____ of _____

(Authorized Officer)

(hereinafter referred to as the "Company") and is familiar with the following facts stated herein:

1. The Company performed services; labor, and/or furnished material, machinery, equipment, and fuel (hereinafter referred to as "Work") on a Project for the construction of certain buildings and/or improvements known as _____ on property owned by _____ (hereinafter referred to as "Owner"), and located at _____

(hereinafter called the "Property").

2. The Company has a contract with _____ and has provided Work for _____ as a _____

(Name of Owner, Contractor, Subcontractor) (Contractor, Subcontractor, Materials, Supplier)

3. All laborers, materialmen and Subcontractors of the company have been paid for Work furnished by them to the Company for the Project to the full extent that sums were due to said parties and for which the Company has previously received payment for Work so furnished by said parties.

4. The total amount invoiced to date (including the current invoice amount) by the Company to _____ is _____ Dollars

(Name of Owner, Contractor, Subcontractor)

(\$ _____).

The balance currently due and unpaid to the Company (including the current invoice amount) by the Company to _____ is _____

(Name of Owner, Contractor, Subcontractor)

Dollars (\$ _____). Without waiving for mechanic's lien or other purposes the priority of the date that the Company first commenced performing Work for the Project, the Company agrees that upon the payment to it of said current invoice amount, the Company hereby waives and releases: (a) all liens and lien claims and rights against the property and funds of the Owner, and (b) all claims against the Owner with respect to amounts due from the Owner for the Company.

5. The Company represents that it is not aware of any mechanic's lien having been filed by or presently threatened to be filed by any party having provided Work for the Company against the Property or funds of the Owner.

6. The total amount invoiced to date (including the current invoice amount) by the Company is _____ Dollars (\$ _____).

7. That to the best of the contractor's knowledge, information and belief the Work covered by this contract has been completed in accordance with the Contract documents.

Individual's Signature

Sworn to before me and subscribed in my presence this _____ day of _____, 20_____.

Notary Public

23. CONTRACT SECURITY

23.1 The CONTRACTOR shall within 10 days after the receipt of the NOTICE OF AWARD furnish the OWNER with a BID GUARANTY AND CONTRACT BOND in accordance with O.R.C. 153.571 in penal sums equal to the amount of the CONTRACT PRICE, conditioned upon the performance by the CONTRACTOR of all undertakings, covenants, terms, conditions and agreements of the CONTRACT DOCUMENTS, and upon the prompt payment by the CONTRACTOR to all persons supplying labor and materials in the prosecution of the WORK provided by the CONTRACT DOCUMENT. Such BOND shall be executed by the CONTRACTOR and a corporate bonding company licensed to transact such business in the State in which the WORK is to be performed. The Expense of this BOND shall be borne by the CONTRACTOR. If at any time a Surety on any such BOND is declared bankrupt or loses its right to do business in the State in which the WORK is to be performed, CONTRACTOR shall within 10 days after notice from the OWNER to do so, substitute an acceptable BOND (or BONDS) in such form and sum and signed by such other Surety or Sureties as may be satisfactory to the OWNER. The premiums on such BOND shall be paid by the CONTRACTOR. No further payments shall be deemed due nor shall be made until the new Surety or Sureties shall have furnished an acceptable BOND to the OWNER.

24. ASSIGNMENTS

24.1 Neither the CONTRACTOR nor the OWNER shall sell, transfer, assign or otherwise dispose of the CONTRACT or any portion thereof, or of his right, title or interest therein, or his obligation thereunder, without written consent of the other party.

25. INDEMNIFICATION

25.1 The CONTRACTOR will indemnify and hold harmless the OWNER and the DIRECTOR OF PUBLIC SERVICE and their agents and employees from and against all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the performance of the WORK, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the CONTRACTOR, SUBCONTRACTOR, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

25.2 In any and all claims against the OWNER or the DIRECTOR OF PUBLIC SERVICE, or any of their agents or employees, by any employee of the CONTRACTOR, and SUBCONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any SUBCONTRACTOR under Worker's Compensation Acts, disability benefit acts, or other employee benefits acts.

- 25.3 The obligation of the CONTRACTOR under this paragraph shall not extend to the liability of the DIRECTOR OF PUBLIC SERVICE, his agents or employees arising out of the preparation or approval of maps, PLANS, opinions, reports, surveys, CHANGE ORDERS, designs or SPECIFICATIONS made by the DIRECTOR OF PUBLIC SERVICE.
- 25.4 The CONTRACTOR'S obligation under this indemnification provision shall not be limited in any way by the amount or type of insurance coverage or insurance benefits in place.

26. SEPARATE CONTRACTS

- 26.1 The OWNER reserves the right to let other CONTRACTS in connection with PROJECT. The CONTRACTOR shall afford other CONTRACTORS reasonable opportunity for the introduction and storage of their materials and the execution of their WORK, and shall properly connect and coordinate his WORK with theirs. If the proper execution or results of any part of the CONTRACTOR'S WORK depends upon the WORK of any other CONTRACTOR, the CONTRACTOR shall inspect and promptly report to the DIRECTOR OF PUBLIC SERVICE any defects in such WORK that render it unsuitable for such proper execution and results.
- 26.2 The OWNER may perform additional WORK related to the PROJECT by himself, or he may let other CONTRACTS containing provisions similar to these. The CONTRACTOR will afford the other CONTRACTORS who are parties to such CONTRACTS (or the OWNER, if he is performing the additional WORK himself) reasonable opportunity for the introduction and storage of materials and equipment and the execution of WORK, and shall properly connect and coordinate his WORK with theirs.
- 26.3 If the performance of additional WORK by other CONTRACTORS or the OWNER is not noted in the CONTRACT DOCUMENTS prior to the execution of the CONTRACT, WRITTEN NOTICE thereof shall be given to the CONTRACTOR prior to starting any such additional WORK. If the CONTRACTOR believes that the performance of such additional WORK by the OWNER or others involves him in additional expense or entitles him to an extension of the CONTRACT TIME, he may make a claim therefore as provided in Sections 14 and 15.

27. SUBCONTRACTING

- 27.1 The CONTRACTOR may utilize the services of specialty SUBCONTRACTORS on those parts of the WORK which are usually performed by specialty SUBCONTRACTORS.
- 27.2 The CONTRACTOR shall not award WORK TO SUBCONTRACTOR(S) without prior written approval of the OWNER.
- 27.3 The CONTRACTOR shall not award WORK to SUBCONTRACTOR(S), in excess of 50 percent of the CONTRACT PRICE, without prior written approval of the OWNER.

- 26.4 The CONTRACTOR shall be fully responsible to the OWNER for the acts and omissions of his SUBCONTRACTORS, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
- 27.5 The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the WORK to bind SUBCONTRACTORS to the CONTRACTOR by the terms of the CONTRACT DOCUMENTS insofar as applicable to the WORK of SUBCONTRACTORS and to give the CONTRACTOR same power as regards terminating any subcontract that the OWNER may exercise over the CONTRACTOR under any provision of the CONTRACT DOCUMENTS.
- 27.6 Nothing contained in this Agreement shall create any contractual relation between any SUBCONTRACTOR and the OWNER.

28. DIRECTOR OF PUBLIC SERVICE'S AUTHORITY

- 28.1 The DIRECTOR OF PUBLIC SERVICE shall act as the OWNER'S representative during the construction period. He shall decide questions which may arise as to quality and acceptability of materials furnished and work performed. He shall interpret the intent of the CONTRACT DOCUMENTS in a fair and unbiased manner. The DIRECTOR OF PUBLIC SERVICE OR HIS REPRESENTATIVES will make periodic visits to the site and determine if the WORK is proceeding in accordance with the CONTRACT DOCUMENTS.
- 28.2 The CONTRACTOR will be held strictly to the intent of the CONTRACT DOCUMENTS in regard to the quality of materials, workmanship, and execution of the WORK. Inspections may be made at the factory or fabrication plant of the source of material supply.
- 28.3 The DIRECTOR OF PUBLIC SERVICE will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety.
- 28.4 The DIRECTOR OF PUBLIC SERVICE shall promptly make decisions relative to interpretation of the CONTRACT DOCUMENTS.

29. LAND AND RIGHTS-OF-WAY

- 29.1 Prior to issuance of NOTICE TO PROCEED the OWNER shall obtain all land and Rights-of-Way necessary for carrying out and for the completion of the WORK to be performed pursuant to the CONTRACT DOCUMENTS, unless otherwise mutually agreed.
- 29.2 The OWNER shall provide to the CONTRACTOR information which delineates and describes the lands owned and Rights-of-Way acquired.

29.3 The CONTRACTOR shall provide at his own expense and without liability to the OWNER any additional land and access thereto that the CONTRACTOR may desire for temporary construction facilities or for storage of materials.

30. GUARANTEE

30.1 The CONTRACTOR shall guarantee all materials and equipment furnished and work performed for a period of 2 years from the date of FINAL COMPLETION of the work as acknowledged by the OWNER, guaranteeing that the completed work is free from all defects due to faulty materials or workmanship and the CONTRACTOR shall promptly make such corrections as may be necessary by reason of such defects including the reconstruction of any damage to other parts of the work resulting from such defects. The OWNER will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to make such reconstructed, adjustments, or to other WORK that may be made necessary by such defects, the OWNER may do so and charge the CONTRACTOR the cost thereby incurred. The CONTRACTOR shall post a Maintenance Bond for the guarantee period in the amount of ten percent (10%) of the Contract, to ensure compliance.

31. DISPUTES AND ARBITRATION

31.1 All claims, disputes, and other matters in question between the CONTRACTOR and the OWNER arising out of, or relating to, the CONTRACT DOCUMENTS or the breach thereof, shall be settled, if possible, by negotiation and mutual agreement of the parties hereto. In the event of their inability to agree, the DIRECTOR OF PUBLIC SERVICE shall reduce his findings to writing and mail or otherwise furnish a copy thereof to the CONTRACTOR. All such disputes shall be decided by arbitration in accordance with the construction industry arbitration rules of the American Arbitration Association if the parties mutually agree, or in a court of competent jurisdiction within the State in which the OWNER is located, if the parties do not agree to arbitration.

31.2 The CONTRACTOR will carry on the WORK and maintain the progress schedule during any arbitration or court proceedings, unless otherwise mutually agreed in writing.

32. TAXES

32.1 The CONTRACTOR will pay all sales, consumer, use, and other similar taxes required by the law of the place where the WORK is performed.

33. DISCRIMINATION IN EMPLOYMENT

33.1 The CONTRACTOR agrees that in the hiring of employees for the performance of WORK under this agreement or any sub-agreement, neither the CONTRACTOR, nor any SUBCONTRACTOR, nor any person acting on behalf of either, shall by reason of race, creed, or color, or disability discriminate against any citizen in the employment of labor or workers who are qualified and available to perform the WORK to which the employment relates; nor shall the CONTRACTOR, in any

manner discriminate against or intimidate any employee hired for the performance of WORK under this Agreement on account of race, creed, color, or disability.

34. REFERENCE STANDARDS

34.1 Reference to the standards, codes, or SPECIFICATIONS of any technical society, organization, shall mean the latest standard or SPECIFICATION adopted and published 60 days prior to the date of taking BIDS, unless otherwise specified.

35. CLEANUP UPON COMPLETION

35.1 When the WORK, including that performed by SUBCONTRACTORS, is completed on each project street, all pits, pipes, chambers, conduit, and structures shall be carefully cleaned. The surrounding grounds shall be cleaned of all rubbish and debris caused by the construction. All sheds or other temporary structures, surplus materials, and equipment shall be removed and the project street left in a neat and presentable condition. The entire project street shall be cleaned, immediately following completion of work, by a mechanical pavement sweeper with self-contained hopper and dust suppression system.

36. MINIMUM WAGE RATES

36.1 The Wages to be paid for a legal day's WORK to laborers, workmen, or mechanics engaged in WORK under this Agreement at the site of the PROJECT in the trade or occupation listed shall be not less than the wage rate set opposite the same, as predetermined by the Department of Industrial Relations of the State of Ohio, in accordance with Section 4115.04 of the Ohio Revised Code.

36.2 A copy of the determination is included with the CONTRACT DOCUMENTS and shall be considered a part thereof.

36.3 There shall be posted in a prominent and accessible place on the side of the WORK a legible statement of the schedule of wage rates specified in the CONTRACT to the various classifications of laborers, workmen, and mechanics employed, said statement to remain posted during the life of each Agreement.

36.4 Apprentices will be permitted to WORK only under a bona fide apprenticeship program if such program exists and if such program is registered with the Ohio apprenticeship council.

36.5 The CONTRACTOR or SUBCONTRACTOR is required to file with the contracting public authority upon completion of the PROJECT and prior to final payment therefore, an affidavit stating he has complied with Chapter 4115 of the Ohio Revised Code.

37. COMPLIANCE WITH ALL LAWS

37.1 CONTRACTOR shall comply with all laws.

**38. COMPLIANCE WITH O.R.C. 9.23 – 9.239
(Public Contracting/Required Financial Reviews)**

38.1 Contractor/vendor will fully comply with the applicable provisions and requirements of Ohio Revised Code Sections 9.23 through 9.239 regarding public contracting with private entities, including but not limited to whichever of the following are applicable: adherence to the minimum percentages of money that must be expended on direct costs; maintenance of required records; allowable disposition of monies received if in excess of the allowable amount; annual reporting by the contractor/vendor; and annual audits or financial reviews conducted by independent public accounting firms. The Auditor of State's financial review form shall be utilized to comply with ORC Section 9.234(B), if the contractor/vendor receives between \$100,000.00 and \$500,000.00 of public money under this contract. The contractor/vendor shall consult with the City's Director of Finance and/or designee in order to assure full compliance with these requirements.

CONTRACT FORMS

AGREEMENT

THIS AGREEMENT, made as of the _____, 2025, by and between the City of Brook Park, hereinafter called the "OWNER" AND _____, hereinafter called the "CONTRACTOR."

WITNESSETH;

WHEREAS, the CONTRACTOR intends to complete all work in accordance with Plans, Specifications, Drawings and other Contract Documents prepared by the City of Brook Park.

General Pavement Services for 2026-27

NOW, THEREFORE, the OWNER and CONTRACTOR for the considerations hereinafter set forth, agree as follows:

1. The CONTRACTOR agrees to furnish all the necessary labor, materials, equipment, tools, and services necessary to perform and complete, in a workmanlike manner, all work required for the PROJECT, in strict compliance with the CONTRACT Documents, which consist of the following:
 - A. Agreement (this instrument)
 - B. Modifications, if any
 - C. Addenda to CONTRACT Documents, if any
 - D. Supplementary Conditions, if any
 - E. Advertisement for BIDS
 - F. Instructions to BIDDERS
 - G. CONTRACTOR'S BID and accompanying BID response documents
 - H. Affidavits of CONTRACTOR
 - I. Bid Guaranty and Contract Bond
 - J. General Conditions
 - K. Detailed Specifications
 - L. Special Provisions
 - M. Non Collusion Affidavit
 - N. Certificate of Insurance
 - O. Workers Compensation Certificate
 - P. Certified Copy of Corporate Resolution
 - Q. Construction Schedule
 - R. List of Subcontractors
 - S. Bidders Experience Record

In the event that any provision of one CONTRACT Document conflicts with the provision of another CONTRACT Document, the provision on the CONTRACT Document first listed above shall govern over any other CONTRACT Document which follows it numerically, except as otherwise specifically stated.

2. The CONTRACTOR shall commence the work required by the CONTRACT Documents on the date indicated in the Notice to Proceed and shall complete the same by March 31, 2021 or by the agreed upon completion date for each task, whichever is earlier, unless the period for completion is extended otherwise by the CONTRACT Documents.

3. The OWNER agrees to pay, and the CONTRACTOR agrees to accept, in full

payment for performance of this CONTRACT, subject to any additions or deductions provided herein, in an amount not to exceed _____ Dollars (\$ _____) in accordance with the provisions of the CONTRACT Documents.

Contractor agrees to promptly remit payment of and/or consents to set off for liquidated damages as provided in GC, Section 15.

4. During the performance of this CONTRACT, the CONTRACTOR agrees as follows:
 - A. The CONTRACTOR will not discriminate against any Employee or Applicant for Employment because of race, color, religion, sex, or national origin. The CONTRACTOR will take affirmative action to ensure that Applicants are Employed and the Employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to Employees and Applicants for Employment, notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.
 - B. The CONTRACTOR will, in all solicitations or advertisements for Employees placed by or on behalf of the CONTRACTOR, state that all qualified Applicants will receive consideration for Employment without regard to race, color, religion, sex or national origin.
 - C. The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other CONTRACT or understanding, a notice, to be provided by the Agency Contracting Officer, advising the Labor Union or Workers' Representative of the CONTRACTOR'S commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the Notice in conspicuous places available to Employees and Applicants for Employment.
 - D. The CONTRACTOR will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the Executive Order No. 11375 of October 13, 1967, and of the rules, regulations, and relevant order of the Secretary of Labor.
 - E. The CONTRACTOR will furnish all information and reports required by Executive Order No. 11246 of September 25, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto and will permit access to his books, records, and accounts by the CONTRACTING Agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

F. In the event of the CONTRACTOR'S noncompliance with the nondiscrimination clauses of this CONTRACT or with any of such rules, regulations, or orders, this CONTRACT may be canceled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further government CONTRACTS in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965 or by rules, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

G. The CONTRACTOR will include the provisions of Paragraphs A through G in every Subcontract or Purchase Order unless exempted by Rules, Regulations, or Orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or Vendor. The CONTRACTOR will take such action with respect to any Subcontract or Purchase Order as the CONTRACTING Agency may direct of a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the CONTRACTOR becomes involved in, or is threatened with, litigation with a Subcontract or Vendor as a result of such direction by the CONTRACTING Agency, the CONTRACTOR may request the United States to Enter into such litigation to protect the interest of the United States.

4. The standard Federal Equal Employment Opportunity Construction CONTRACT Specifications (Executive Order 11246), pages EEO-6 through EEO-13 of the Specifications, are incorporated into this Agreement by reference as if fully rewritten herein.

5. Section 3 of the Housing and Urban Development Act of 1968-Summary of Requirements, pages EEO-18 through EEO-27 of the Specifications, are incorporated into this Agreement by reference as if fully rewritten herein.

6. This Agreement and all of the Covenants hereof shall inure to the benefit of and be binding upon the OWNER and the CONTRACTOR respectively and his partners, successors, assigns and legal representatives.

7. **PUBLIC RECORDS LAW.** The vendor/contractor 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 Brook Park and any of its officers and employees relating to the release of any of its documents or information. Furthermore, the vendor/contractor agrees to defend, indemnify, and hold the City of Brook Park 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 Brook Park unless subject to lawful exemption.

H. 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 1805.01 of the Codified Ordinances of the City of Brook Park. 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 Chapter 1805.01. The vendor/contractor is further required to register with the City's Building Division under Codified Ordinance Chapter 1311, and to file any Municipal Income Tax Returns and pay any taxes required by Chapter 1806.01.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in **Three (3)** counterparts on the day and year first above written.

Signed and acknowledge in
the presence of:

OWNER
CITY OF BROOK PARK

By _____
Edward A. Orcutt
Its **Mayor**

CONTRACTOR:

By _____
Name _____
Title _____
Address _____
Telephone No. _____
Employer ID No. _____

By _____
Name _____
Title _____
Address _____
Telephone No. _____
Employer ID No. _____

(If a Corporation, two Officers must sign)

FINANCE DIRECTOR'S CERTIFICATE

This is to certify that relative to the within Contract between:

_____ and The City of Brook Park, Ohio for the

installation of _____

in The City of Brook Park, Ohio

from See Plans

to See Plans

that I hereby certify that the amount (\$ _____) required to meet the contract, agreement, obligation, payment or expenditure, for above has been lawfully appropriated or authorized or directed for such purpose and is in the Treasury or in process of collection to the credit of the City of Brook Park, Ohio.

Fund free from any obligation or certificate on now outstanding.

Dated _____

Finance Director for the City of Brook Park

CERTIFICATE OF LEGAL OFFICER

I hereby certify that I have reviewed and approved the form of the foregoing Agreement this _____ day of _____, 202_____.

Carol Dillon Horvath, Director of Law

MAINTENANCE BOND

KNOWN ALL BY THESE PRESENT: That we _____,
as Principal, and _____, a corporation organized and existing
under the Laws of the State of _____, as Surety, are held and firmly bound unto
_____, as Obligee, in the total sum of _____ U.S. Dollars
(\$ _____) for the payment whereof said Principal and Surety bind themselves, jointly and
severally, as provided herein.

WHEREAS, the Principal entered into a contract with the Obligee dated _____ for
_____ (“Work”).

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall
maintain and remedy said Work free from defects in materials and workmanship for a period of 2 years
commencing on _____ (the “Maintenance Period”), then this
obligation shall be void; otherwise it shall remain in full force and effect.

PROVIDED, HOWEVER, that any suit under this bond shall be commenced no later than one (1) year
from the expiration date of the Maintenance Period; provided, however, that if this limitation is prohibited
by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be
equal to the minimum period of limitation permitted by such law, and said period of limitation shall be
deemed to have accrued and shall commence to run on the expiration date of the Maintenance Period.

IN WITNESS WHEREOF: The parties hereunto affixed their signatures the day and year first
mentioned above.

WITNESS:

CONTRACTOR:

(Name of Firm)

By: _____
(Name and Title)

WITNESS:

SURETY:

(Name of Surety Company)

By: _____
(Name and Title)

NOTICE OF AWARD

To:

PROJECT Description: **General Pavement Services for 2026-27**

The OWNER has considered the BID submitted by you on _____, **2025** (BID DATE) for the above described WORK in response to its Advertisement for BIDS and information BIDDERS.

You are hereby notified that your BID has been accepted for items in the amount of \$_____.

You are required by the Information for BIDDERS to execute the Agreement and furnish the required CONTRACTOR'S CONTRACT BOND, if applicable, and Certificates of Insurance within 10 calendar days from the date of this notice to you.

If you fail to execute said Agreement and to furnish said BONDS within 10 days from the date of this notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID guaranty subject to liabilities under the law. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

DATED this _____.

CITY OF BROOK PARK

Owner

By _____

Name **EDWARD A. ORCUT**

Title **MAYOR**

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged
by _____ this the _____, 2025.

By _____

Name and Title _____

CC: CONTRACTOR'S Surety
Surety's Agent

NOTICE TO PROCEED

To:

Date:

General Pavement Services for 2026-27

You are hereby notified to commence WORK in accordance with the Agreement dated _____ on or before _____, and you are to complete all work items by December 31, 2027.

The date of completion of all WORK is therefore, **December 31, 2027**.

You are required to return an acknowledged copy of this NOTICE TO PROCEED to the OWNER.

CITY OF BROOK PARK

Owner

By _____

Name **EDWARD A. ORCUTT**

Title **MAYOR**

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged

By:

this the _____ day of _____, 2025.

Name _____

Title _____

CERTIFICATE OF INSURANCE

(Supplied by CONTRACTOR)

CHANGE ORDER

Order No. _____

Date _____

Agreement Date: _____

Name of PROJECT: _____

OWNER _____

CONTRACTOR: _____

The following changes are hereby made to the CONTRACTOR DOCUMENTS:

Justification:

Change to CONTRACT PRICE:

Original CONTRACT PRICE \$ _____

Current CONTRACT PRICE adjusted by Previous CHANGE ORDER \$ _____

The CONTRACT PRICE due to this CHANGE ORDER will be (increased) (decreased) by:
\$ _____.

The new CONTRACT PRICE including this CHANGE ORDER will be
\$ _____.

Change to CONTRACT TIME:

The CONTRACT TIME will be (increased) (decreased) by _____
calendar day(s).

The date for completion of all WORK will be _____ (Date).

Requested by: _____

Recommended by: _____

Accepted by: _____

Federal Agency Approval (where applicable) _____

**COMPLIANCE WITH O.R.C. 9.23 – 9.239
(Public Contracting/Required Financial Reviews)**

Contractor/vendor will fully comply with the applicable provisions and requirements of Ohio Revised Code Sections 9.23 through 9.239 regarding public contracting with private entities, including but not limited to whichever of the following are applicable: adherence to the minimum percentages of money that must be expended on direct costs; maintenance of required records; allowable disposition of monies received if in excess of the allowable amount; annual reporting by the contractor/vendor; and annual audits or financial reviews conducted by independent public accounting firms. The Auditor of State's financial review form shall be utilized to comply with ORC Section 9.234(B), if the contractor/vendor receives between \$100,000.00 and \$500,000.00 of public money under this contract. The contractor/vendor shall consult with the City's Director of Finance and/or designee in order to assure full compliance with these requirements.

EXHIBIT "A"

CITY OF BROOK PARK:
 GENERAL PAVEMENT SERVICES for 2026-27
 EQUIPMENT AND MATERIALS LOG

Date: _____ Job Location: _____

Start Time: _____ AM/PM End Time: _____ AM/PM

List each piece of equipment, man hour (if billable) and materials used at this location on this date.

	<u>Equipment</u>	<u>Hours in Service</u>
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____
6.	_____	_____
7.	_____	_____
8.	_____	_____
9.	_____	_____
10.	_____	_____

	<u>Manpower</u>	<u>Hours of Service</u>
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____

	<u>Materials</u>	<u>Quantity</u>
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____

I certify that the above information is accurate and correct and will be accurately portrayed in the billing process.

 Signature (Corp Officer/Manager) Title Date