

FRANK NOVAK & SONS, INC.

**INTERIOR PAINTING AT VARIOUS CUYAHOGA COUNTY BUILDINGS FOR A
TWO-YEAR PERIOD**

CONTRACT COMPILATION SEQUENCE

1. PROPOSAL

2. CONTRACT

3. MISCELLANEOUS RELATED DOCUMENTS

A. CONTRACT AWARD RESOLUTION

B. CORPORATE RESOLUTION

C. CERTIFICATE OF LIABILITY INSURANCE

D. W-9 FORM

E. WORKMEN'S COMPENSATION CERTIFICATE

F. STATE OF OHIO BUSINESS NAME FILING

G. AUDITOR'S FINDINGS

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I. AWARD LETTER

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K. ADDENDUMS/CLARIFICATIONS (IF APPLICABLE)

L. DEPUTY CHIEF APPROVAL TO ADVERTISE

4. GENERAL CONDITIONS

CUYAHOGA COUNTY, OHIO
DEPARTMENT OF PUBLIC WORKS

INTERIOR PAINTING AT VARIOUS COUNTY BUILDINGS
FOR A TWO-YEAR PERIOD

III. PROPOSAL

TO The COUNTY EXECUTIVE
CUYAHOGA COUNTY, OHIO:

FRANK NOVAK & SONS, INC.

3/20/13

(Date)

The bidder(s), _____ does
hereby declare that: (Company Name)

1. He (They) has (have) examined, become familiar with and understand(s) the Legal Notice, Instructions to Bidders, Proposal, Affidavit, Construction Regulations, Contract Plans and the Specifications for the **INTERIOR PAINTING AT VARIOUS COUNTY BUILDINGS FOR A TWO-YEAR PERIOD**, with the option to extend the contract for an additional year.
2. He (They) has (have) examined the proposed construction site and familiarized himself (themselves) with the prevailing conditions that will or may influence the performance of the proposed work.
3. He (They) understand(s) that payment will be made at the contract unit prices for work actually performed and that quantities shown in the columns "Estimated Quantity", are to be utilized only to compute the total amount of the proposal and thereby to determine the lowest bidder.
4. He (They) understand(s) and agree(s) that "Estimated Quantity" is approximate only and that the County reserves the right to increase or decrease quantities as it may be necessary and that the Contractor to whom the Contract is awarded shall not be entitled to any claim for loss of profits or for any damages, due to such possible changes in quantities.
5. He (They) hereby proposes to provide all of the necessary labor, machinery, tools, supplies, management and supervision, appliances, plant and equipment, facilities and incidentals, and all other necessary means to construct and complete the **INTERIOR PAINTING AT VARIOUS COUNTY BUILDINGS FOR A TWO-YEAR PERIOD** in compliance with the Contract Drawings and Specification and other requirements and regulations of the Cuyahoga County within the time stipulated and for the following prices as written in the Proposal:
6. Bidders hereby acknowledge receipt of the following addenda:

Addendum No. NONE Dated: —

Addendum No. NONE Dated: —

Addendum No. NONE Dated: —

NOTE: INCLUDE ALL ITEMS ON THE FOLLOWING PROPOSAL PAGES, B-1 through B-3. BE SURE TO FULLY COMPLETE AND SIGN PAGE B-5.

Bidders are requested to submit bids properly on the form provided and in triplicate. One original document is required with original signature in ink.

**CUYAHOGA COUNTY, OHIO
DEPARTMENT OF PUBLIC WORKS**

**INTERIOR PAINTING AT VARIOUS COUNTY BUILDINGS
FOR A TWO-YEAR PERIOD**

BID PROPOSAL

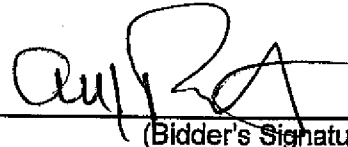
ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE BID	TOTAL AMOUNT BID
INTERIOR DRYWALL PAINTING (OCCUPIED) NO SPRAY					
1	1 Coat (8'-10' high/normal preparation)	400,000	SF	.33	\$132,000 ⁰⁰
2	2 Coats (8'-10' high/normal preparation)	300,000	SF	.65	\$195,000 ⁰⁰
3	3 Coats (8'-10' high/normal preparation)	100,000	SF	.85	\$85,000 ⁰⁰
HOLLOW METAL FRAMES (OCCUPIED)					
4	1 Coat	10,000	LF	1.25	\$12,500 ⁰⁰
5	2 Coats	10,000	LF	2.25	\$22,500 ⁰⁰
6	3 Coats	10,000	LF	3.25	\$32,500 ⁰⁰
DOORS TYPICAL 3'x7'					
7	1 Coat (both sides)	50	EA	18 ⁰⁰	900 ⁰⁰
8	2 Coats (both sides)	50	EA	26 ⁰⁰	1300 ⁰⁰
9	3 Coats (both sides)	20	EA	39 ⁰⁰	780 ⁰⁰
	OWNER'S ALLOWANCE				\$100,000.00
TOTAL BID OF CONTRACTOR (Including Owner's Allowance): <u>\$582,480⁰⁰</u>					
<u>UNIT PRICING:</u>					
		HOURLY RATE			
1	PAINTER			\$62.00	

The undersigned hereby agrees to complete all the work as specified, within the below-listed number of calendar days from the specified date for commencing work and he further agrees that Cuyahoga County may retain from the monies that are or which may become due, the amount stipulated below for each and everyday the completion of the work may be delayed beyond the time stipulated, and such amount so to be retained, is hereby agreed to be liquidated damages accruing to the County incident to such delay:

The work is to be completed as stated on Page C-3 of the contract.

Liquidated damages shall be Three Hundred Dollars (\$300.00) per day.

The bidder hereby agrees that the Cuyahoga County has the right to reject any or all bids and that the Bidder will not dispute the correctness of the quantities used in computing the lowest and best bid.



(Bidder's Signature)

FRANK NOVAK & SONS, INC.

(Bidder's Name)

ALLEN J. PINCHOT, V. PRESIDENT

(Title)

The address to which Bidder desires official communications on this project to be sent:

FRANK NOVAK & SONS INC.
23940 Miles Rd., (216) 475-5440
Cleveland, Ohio 44128

If a corporation, the Bidder shall state the name of the State in which incorporated.

Ohio

The bidder shall state on the line below, whether or not s/he is a citizen of the United States and in case of partnership, whether or not all of the partners are citizens of the United States.

YES

NOTE: THIS PAGE MUST BE FULLY COMPLETED AND SIGNED.

INFORMATION SHOWING QUALIFICATIONS OF BIDDER

The Bidder shall furnish below information relative to the facilities, ability and financial resources available for the proper fulfillment of a Contract should same be awarded to Bidder.

FACILITIES:

Plant and equipment available for immediate use on the proposed work.

See Letter

ABILITY:

Location, cost, client, and engineer, covering performed work of similar nature.

See Letter

FINANCIAL RESOURCES:

Name and business addresses from which information relative to financial resources may be obtained.

Key Bank Cleveland, Ohio



Frank Novak & Sons, Inc.

23940 MILES ROAD • CLEVELAND, OHIO 44128

216/475-5440 • FAX 216/475-2802

PAINTERS SINCE 1912

March 19, 2013

CHURCHES

Holy Trinity
St. Cosmos & Damian
St. Basil the Great
Our Lady of Lourdes
The Chapel
Church of The Redeemer
Saint Pascals
Second New Hope Baptist
Elyria United Methodist

INSTITUTIONS

Legacy Villa
Grande Village
Montefiore Home
Athenian Village
Jefferson County Jail
Bellevue Home
Lake County Jail
Cleveland City Jail
Stratford Commons

INDUSTRIAL SPRAY

Loctite Corporation
Ferro
General Motors
TRW
Modern Tool & Die
Cleveland Service Garage
Westerly WWTP
Continental Hanger
Southerly WWTP

GENERAL

Penton Media
Hilton Hotels
Marriott Hotels
Westlake Rec. Center
Skylight Office Tower
Wyndham Hotel
Metropolitan Savings
Kaufmann's
US Federal Courthouse
Nat'l First Ladies Museum
Davis Automotive Group
Nissan World Hdqrs.
Home Depot
Rite-Aid
MBNA America
Embassy Suites
Metrohealth Medical Center
Nordstrom
Rock-N-Roll Hall of Fame
Great Lakes Sc. Museum
Southpark Mall
Cleveland Browns Stadium
Soaring Eagle Resort
Continental Airlines
Medical Mutual
Key Tower
Progressive Data

SCHOOLS

Solon High School
Orange Schools
Case Western Reserve
Saint Ignatius High School
Kent State University
Ursuline College
Cleveland State University
Weatherhead Sch. of Mgmt.
Chagrin Schools

HEALTH FACILITIES

Akron Children's
Akron General
Firelands Hospital
Southwest General
University Hospitals
University Suburban
SUMMA Health System
Metrohealth Med. Center
Timken Mercy

RE: County of Cuyahoga, State of Ohio

To Whom It May Concern:

I represent Frank Novak & Sons Companies, Inc., located at 23940 Miles Road, Cleveland, Ohio 44128. Please find a brief resume of our organization along with a sampling of some of our projects.

We have been in business since 1912, we just celebrated our 100th year in business last year. Originally, we were residential and small commercial painters. About fifty years ago, we started in the new construction field, mainly schools, churches, commercial and industrial buildings, etc. We now rank as one of the largest and most well respected contractors in the northern Ohio area.

We are a family owned, closely held corporation and are 100% Female Business and Small Business Certified. We enjoy an excellent reputation that I am sure will be confirmed by the areas largest contractors. Frank Novak & Sons has completed many successful projects for Bovis Lend Lease, Clark Construction, Donley's Inc., Hensel Phelps Construction Co., The Albert M. Higley Company, AMEC International, Hitt Contracting, MK Ferguson, Turner Construction Company, Gilbane Construction Company, The Whiting-Turner Contracting Co. and numerous others.

We normally employ between eighty to a hundred men in the summer months, and about sixty during the winter months. We are members of the Painting and Decorating Contractors Association of America, The Finishing Contractors of America, The Builders Exchange, Council of Small Business Enterprises, Construction Employers Association, Greater Cleveland Growth Association, and the Maple Floor Manufacturers Association.

During the past 30 years, we have diversified our operations to include three different divisions. Flooring Specialties, Acoustic Wallcraft, and Molded Extruded Specialties. These divisions are totally owned and operated by Frank Novak & Sons, Inc. Flooring Specialties is a flooring contractor, specializing in healthcare, institutional, and commercial installations. We install all types of flooring materials; carpet, resilient flooring, and ceramic tile. In addition, we have a specialization in wood and synthetic athletic floors, racquetball courts, gymnasiums (complete installation) and running tracks.

For thirty years, The Acoustic Wallcraft division designs, manufactures and installs all types of fabric covered acoustical panels lending itself to unique and specialized applications throughout the country.

The Molded Extruded Specialties division designs, engineers and manufactures extruded and molded products of either metal or polymer. Molded and Extruded Specialties is a solution oriented manufacturing company that brings your next extrusion or fabricated product to life. A few of the markets that we serve are the architectural, automotive, agricultural and industrial markets. Our website is www.mespecialties.com Fourteen years ago we expanded with another company, Barrisol, U.S.A., which is also totally owned and operated by Frank Novak & Sons Companies, Inc. Barrisol U.S.A. is an

100% FBE CERTIFIED
100% SBE CERTIFIED
100% CSB CERTIFIED
100% RSB CERTIFIED
100% LPE CERTIFIED

importer/distributor of the Barrisol stretched ceiling system. Barrisol U.S.A. is the exclusive distributor for United States, Puerto Rico, Mexico, Costa Rica, and Panama. Frank Novak & Sons, Inc. is the local installer of the product. Our website is www.barrisolusa.com

The following is a representative project list for our various divisions:

FRANK NOVAK & SONS – PAINTING DIVISION	
PROJECT/COMPANY	CONTRACT
Cleveland Medical Mart & Convention Center Turner Construction	\$1,300,000.00
Cleveland Museum of Art – Phase I & II Panzica/Gilbane, Joint Venture	\$1,200,000.00
Queen City Square Tower Tiara – Cincinnati, OH Turner Construction	\$500,000.00
Queen City Square Tower & Garage – Cincinnati, OH Turner Construction	\$1,100,000.00
Frost Brown Todd – Cincinnati, OH Turner Construction	\$175,000.00
American Financial Group – Phase II & III – Cincinnati, OH Turner Construction	\$300,000.00
Vorys, Sater, Seymour, Pease – Cincinnati, OH Turner Construction	\$66,000.00
U.S. Federal Courthouse – Cleveland, OH Turner Construction + 3DI	\$2,000,000.00
Cleveland Browns Football Stadium Donley's, Inc.	\$1,500,000.00
Rock-N-Roll Hall of Fame & Museum – Cleveland, OH Turner Construction Company	\$950,000.00
Ritz Carlton Hotel Forest City Commercial Construction Co.	\$1,000,000.00
Cleveland Clinic Foundation Gilbane Building Company	\$700,000.00
Halle Building Renovation Turner Construction Company	\$850,000.00
National City Bank Turner Construction Company	\$1,000,000.00
Westerly Waste Water Treatment Plant Ruhlin Construction Company	\$1,500,000.00
Medical Mutual Building Turner Construction Company	\$500,000.00
CCF – Intercontinental Hotel Turner Construction Company	\$1,200,000.00
Federal Reserve Bank MK Ferguson-Torcon	\$1,000,000.00
Cleveland Public Library Turner Construction Company	\$325,000.00
Great Lakes Science Museum Morse Diesel International	\$180,000.00
Nestle Headquarters Forest City Commercial Construction Co.	\$450,000.00
Progressive Insurance – East/West Block Whiting/Turner Contracting Company	\$651,000.00
Allen Bradley Headquarters Whiting/Turner Contracting Company	\$303,000.00

Akron Children's Hospital	
Turner Construction Company	\$300,000.00
Hillcrest Hospital Major Campus Expansion	
Whiting-Turner Contracting	\$817,000.00
Key Tower	
Infinity Construction Co.	\$1,500,000.00

MISCELLANEOUS INTERIOR TENANTS – PAINTING DIVISION

Aetna Realty Investments	\$120,000.00
Allstate Insurance	\$150,000.00
Baker Hostetler	\$125,000.00
Central Reserve Life	\$185,000.00
Deloitte & Touche	\$85,000.00
Herman, Kahn & Schneider	\$90,000.00
Human Services/Cuyahoga County	\$250,000.00
Peat, Marwick & Main	\$150,000.00
Progressive Insurance	\$90,000.00
Reliance Electric	\$75,000.00
Seeley, Savadge & Aussem	\$31,000.00
Sindell, Rubenstein, etc.	\$40,000.00
Squires, Sanders & Dempsey	\$210,000.00
Walthall & Drake	\$45,000.00
Westfield Insurance Company	\$80,000.00

FLOORING SPECIALTIES – WOOD/SPORTS FLOORING

Cleveland Museum of Art – Phase I & II	
Panzica/Gilbane, Joint Venture	\$2,100,000.00
Kenyon College	
Albert M. Higley Company	\$200,000.00
Kent State University Recreation Center	
Hammond Construction Company	\$500,000.00
Centre One Y.M.C.A.	
Turner Construction Company	\$89,000.00
Strongsville Recreation Center	
Panzica Construction Company	\$180,000.00
Westlake Recreation Center	
Panzica Construction Company	\$170,000.00
Valley View Recreation Center	
Middleburg Heights Recreation Center	\$250,000.00

FLOORING SPECIALTIES-CARPET DIVISION

Cleveland Medical Mart & Convention Center	
Turner Construction	\$1,600,000.00
Cleveland Museum of Art- Phase I & II	
Panzica/Gilbane, Joint Venture	\$1,300,000.00
Marymount Surgery Expansion	
Turner Construction	\$1,100,000.00
Jacobs Field Suites	
Neshkin Construction	\$72,000.00
Kaiser Permanente- Cleveland Hts.	
Bolton Pratt Co.	\$140,000.00
Warren City School-Jefferson & McGuffey	
The Albert M. Higley Co.	\$305,000.00
Firelands Regional Medical East Addition	
Gilbane Building Co.	\$1,900,000.00

Whole Health Management	
Neshkin Construction Co.	\$94,000.00
Gastroenterology Associates	
Neshkin Construction Co.	\$79,000.00
First American Lenders	
Bolton Pratt Co.	\$180,000.00
Lakewest Hospital	
The Albert M. Higley	\$185,000.00
Wyndam Hotel	
Turner Construction	\$315,000.00
Kaiser Permanente – Cleveland Hts.	
Bolton-Pratt	\$135,000.00
Cleveland Playhouse/Cleveland State University Theater Dept	
Turner Construction	\$350,000.00
Greater Cleveland Partnership	
Turner Construction	\$300,000.00
Agilysys	
Bolton Pratt	\$206,000.00
Cleveland Browns Stadium – Flood Damage Repair	
Servicemaster	\$450,000.00
Litigation Management	
Bolton Pratt	\$270,000.00
Tripoint Medical Center	
Gilbane Building Company	\$3,400,000.00

BARRISOL PROJECTS

Baltimore Washington International Airport, Baltimore, Maryland	
Whiting Turner Contracting	\$101,000.00
Intercontinental Hotel & Conference Center – Cleveland, OH	
Turner Construction Company	\$110,000.00
Compuware World Headquarters – Detroit, Michigan	
Turner/Brooks Inc.	\$76,000.00
International Spy Museum-Washington D.C.	
Design Craftsmen, Inc.	\$75,000.00
BWI – Southwest Terminal A/B Expansion – Baltimore, MD	
Hensel Phelps Construction Co.	\$405,000.00
Smithsonian Institution – Washington D.C. American History Museum	
Turner Construction	\$723,000.00
Warwick Intermodel @ TF Green Intl Airport -- Warwick, RI	
Gilbance Construction	\$775,000.00
United States Institute of Peace – Washington, DC	
Clark Construction	\$345,000.00
Project 2010 – World Bank – Washington, DC	
Davis Construction	\$325,000.00
Twin Lakes @ Montgomery – Cincinnati, OH	
Spectrum Interiors	\$77,000.00
Philadelphia Phillies Stadium – Pitcher's Lounge - Philadelphia, PA	
Huber, Hunt & Nichols	\$16,500.00
Peabody Essex Museum – Salem, MA	
Turner Construction	\$87,000.00
Pew Charitable Trust – Washington, DC	
Hitt Contracting	\$35,000.00
1601 K Street – Washington, DC	
Clark Construction	\$18,500.00

Nissan North American Technical Center – Detroit, MI	
Turner Construction	\$157,000.00
Henry Ford Health Hospital – West Bloomfield, MI	
Turner Brooks, Inc.	\$398,475.00
Turtle Creek Casino -	
The Bouma Corp.	\$79,230.00
Georgian Court University – Lakewood, NJ	
Hunter Roberts Construction Group	\$227,750.00
John F. Kennedy Center – Washington, DC	
I.M.I., Inc.	\$29,120.00
UGG Retail Store – Nationwide	
Direct for owner	\$200,000.00
Infiniti Auto Dealerships – Nationwide	
Direct for owner	\$300,000.00

ACOUSTIC WALLCRAFT

Cleveland Medical Mart & Convention Center	
Turner Construction	\$300,000.00
Palace Theatre	
Turner Construction	\$130,000.00
Sohio World Headquarters	
Gilbane Building Company	\$360,000.00
Rock-N-Roll Hall of Fame & Museum	
Turner Construction Company	\$100,000.00
Nissan World Headquarters	
Nissan Corporation	\$450,000.00
Limited World Headquarters	
The Painting Company	\$110,000.00
Victoria's Secret Stores – Nationwide	
The Limited	\$300,000.00
State Teachers Retirement Systems of Ohio	
Gilbane Building Company	\$200,000.00
Key Tower-Acoustic Panels	
Infinity Construction Co.	\$1,400,000.00

We hope you find this information to be of value and look forward to the opportunity of serving you.

Sincerely yours,
FRANK NOVAK & SONS, INC.



Allen J. Pinchot
Vice President

AJP/mat

*See Bid Guarantee and
Contract Bond*

**BID BOND/PERFORMANCE BOND
SECTION 153.571 OHIO REVISED CODE**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,

_____ as principal and _____

_____ sureties, are hereby held and firmly bound unto _____

_____ as obligee in the penal sum of the dollar amount of the bid

submitted by the principal to the obligee on _____ to

undertake the project known as **INTERIOR PAINTING AT VARIOUS COUNTY BUILDINGS FOR A TWO-YEAR PERIOD**, with the option to extend the contract for an additional year.

The penal sum referred to herein shall be the dollar amount of the principal's bid to the obligee, incorporating any additive or deductive alternate proposals made by the principal on the date referred to above to the obligee, which are accepted by the obligee. In no case shall the penal sum exceed the amount of _____ dollars. (If the foregoing blank is not filled in, the penal sum will be the full amount of the principal's bid, including alternates. Alternatively, if the blank is filled in, the amount stated must not be less than the full amount of the bid including alternates, in dollars and cents. A percentage is not acceptable.) For the payment of the penal sum will and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed this _____ day of _____, _____.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named principal has submitted a bid for the **INTERIOR PAINTING AT VARIOUS COUNTY BUILDINGS FOR A TWO-YEAR PERIOD**, with the option to extend the contract for an additional year.

Now, therefore, if the obligee accepts the bid of the principal and the principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material and in the event the principal pays to the obligee the difference not to exceed ten percent (10%) of the penalty hereof between the amount specified in the bid and such larger amount for which the obligee may in good faith contract with the next lowest bidder to perform the work covered by the bid; or in the event the obligee does not award the contract to the next lowest bidder and resubmits the project for bidding, the principal pays to the obligee the difference not to exceed ten percent (10%) of the penalty hereof between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new contract documents, required advertising, and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect; if the obligee accepts the bid of the principal and the principal within twenty (20) days after the awarding of the contract enters into a proper contract in accordance with the bid, plans, details, specifications, and bills of material, which said contract is made a part of this bond the same as though set forth herein;

Now also, if the said _____ shall well and

faithfully do and perform the things agreed by _____ to be done and performed according to the terms of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any material man or laborer having a just claim, as well as for the obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of the said contract or in or to the plans or specification therefore shall in any wise affect the obligations of said surety on its bond.

IN WITNESS WHEREOF, the Principal and the Surety have hereunder set their hands and seals, and such of them as are corporation have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set for the above.

(Principal)

(Surety)

SEAL

BY _____

CONSENT OF SURETY

KNOW ALL MEN BY THESE PRESENTS, That we _____

_____ as principal and _____
(Name of Surety)

under the Laws of the State of _____ have its principal office at

(Complete Address of Surety Company)

are held firmly bound unto the COUNTY OF CUYAHOGA, STATE OF OHIO, hereby jointly and severally and binding our heirs, successors, administrators, executors, legal representatives and assigns by these presents.

THE CONDITIONS OF THIS OBLIGATION are such that whereas, the above named principal submits the herewith proposal for **INTERIOR PAINTING AT VARIOUS COUNTY BUILDINGS FOR A TWO-YEAR PERIOD**, with the option to extend the contract for an additional year, in conformity with the Legal Notice and Instructions to Bidders; we, the above named surety will meet all stipulations and will execute the Surety Bond as hereinafter, to the above named principal in the event he/she should be awarded a contract and in the sum of one hundred percent (100%) of the total bid price for performing the work and guaranteeing its performance in conformity with the plans and specifications, to the County of Cuyahoga, Ohio.

Witness our signature, this _____ day of _____ 20_____.

(Contractor-Principal's Signature)

(Title)

(Name of Surety Company)

(Surety's Signature)

(Title)

AFFIDAVIT

THIS AFFIDAVIT IS TO BE FILLED OUT AND EXECUTED BY THE BIDDER:

IF THE BID IS MADE BY A CORPORATION, THEN BY ONLY AN AUTHORIZED OFFICER.

The name of the individual swearing to the affidavit should always appear on the line marked "Name of Affiant". The affiant's capacity, when a partner or officer of a corporation, should be inserted on line marked "Affiant". The affiant should sign individual name at end, not partnership nor corporation name, and swear to said affidavit before Notary Public.

STATE OF Ohio, COUNTY OF Cuyahoga

(Name of Affiant)

being duly sworn, do depose and say that

ALLEN J. PINCHOT, V. PRESIDENT

(Affiant)

**Mr Allen J. Pinchot
5630 Ledgebrook Lane
Solon, OH 44139**

reside at _____

and that _____

FRANK NOVAK & SONS, INC.

(names of all persons, firms, or corporations interested in the bid)

are the only persons interested with

RQ 26349

In the profits of any Contract which may result from the herein contained Proposal; that the said Proposal is made without any connection or interest in the profits thereof with any other person making any other bid or proposal for said work; that the said Proposal is, in all respects fair, and without collusion or fraud; and also that no County Executive, County Officers, heads of any departments or bureaus or employees of the County are directly or indirectly interest therein, and that all the statements made by the Bidder in this proposal are true.

Subscribed and sworn before me this 19 day of March 2013

Before me



(Notary Public)

TRACI TROUPOFF

NOTARY PUBLIC, STATE OF OHIO
Recorded in Cuyahoga County
My Comm. Expires May 18, 2014

Allen J. Pinchot

(Affiant)

(THIS AFFIDAVIT MUST BE EXECUTED FOR THIS BID TO BE CONSIDERED)

NON-COLLUSION AFFIDAVIT

REQUISITION NUMBER 26349

STATE OF OHIO)
) SS.
COUNTY OF CUYAHOGA)


ALLEN J. PINCHOT, V. PRESIDENT being first duly sworn, deposes and says that he/she is

(sole owner, partner, president, corporation, etc.)

making the foregoing proposal or bid; that such bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person to put in a sham bid, or that such other 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 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 County of Cuyahoga or any persons interested in the proposed contract; and that all statements contained in said proposal or bid are true; and further that such bidder has not, directly or indirectly submitted this bid; or contents thereof, or divulged information relative thereto to any association or to any member or agent thereof.


(AFFIANT)

Sworn to and subscribed before me this 19 day of March 20 13

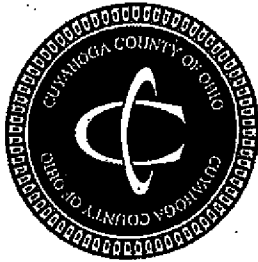

NOTARY PUBLIC

(SEAL)



My commission expires:

TRACI TROPKOFF
NOTARY PUBLIC, STATE OF OHIO
Recorded in Cuyahoga County
My Comm. Expires May 18, 2014



Cuyahoga County Bidder Compliance Form

Sections 4.8 and 4.10 of the Cuyahoga County Contracting and Purchasing Procedures Ordinance (the "Contracting Ordinance") require that all successful bidders certify compliance with each and every requirement listed below prior to execution of a contract with the County. By initialing next to each requirement below and by affixing my signature at the end of this document, I hereby certify that I or the company that I am authorized to represent (the "bidder") will be in compliance with each requirement at the time of execution of a contract with the County resulting from the bid this form is attached to. Failure to initial next to each and every requirement below may result in dismissal of the bid this form is attached to. If any material breach of the certifications required below occurs during the contract performance by the bidder, the County may exercise any or all contractual remedies, including, but not limited to, contract termination for cause.

PLEASE INITIAL IN THE RIGHT HAND COLUMN NEXT TO EACH CRITERIA MET

INITIAL

- 1 Bidder is in compliance with Ohio's Drug-Free Workplace requirements, including, but not limited to, maintaining a substance abuse policy that its personnel are subject to on the contract (the successful bidder shall provide this policy upon request).
- 2 Bidder does not have an Experience Modification Rating greater than 1.5 with respect to the Bureau of Workers Compensation risk assessment rating.
- 3 Bidder is in compliance and will remain in compliance with Federal and Ohio Equal Opportunity Employment Laws.
- 4 Bidder will pay the prevailing wage rate and comply with other provisions set forth in Sections 4115.03 through 4115.16 of the Ohio Revised Code and Sections 4101:9-4-01 through 4101:9-4-28 of the Ohio Administrative Code, including, but not limited to, the filing of certified payroll reports.
- 5 Bidder has not been debarred from public contracts for prevailing wage violations or found or determined by the state to have underpaid the required prevailing wage, whether intentionally or unintentionally, even if settled subsequent to the finding, more than three (3) times in the last ten (10) years, provided that, when aggregating for any single project, no finding of an underpaid amount of less than \$1,000.00 shall be considered, and no single finding based upon a journeyman-to-apprenticeship ratio shall be considered a violation of this provision unless as part of multiple, similar findings.
- 6 Bidder has not been penalized or debarred from any federal, state, or local public contract or falsified certified payroll records, or has otherwise been found, after appeals, to have violated the Fair Labor Standards Act in the past seven (7) years, or during the bidders' entire time of doing business, if less than seven (7) years.
- 7 Bidder has not had the professional license of any of its employees revoked for malfeasance or misfeasance.
- 8 Bidder has not violated any unemployment or workers compensation law during the past five (5) years, or during the bidder's entire time of doing business, if less than five (5) years.
- 9 Bidder does not have final, unsatisfied judgments against it which in total amount to 50% or more of the contract amount.
- 10 Bidder will utilize, for work performed under the contract, supervisory personnel that have three (3) or more years of experience in the specific trade and who maintain the appropriate state license(s), if any.
- 11 Bidder is properly licensed to perform all work as follows: (1) if performing a trades contract, shall be licensed pursuant to Ohio Revised Code Section 4740 as a heating, ventilating, and air conditioning contractor, refrigeration contractor, electrical contractor, plumbing contractor, or hydronics contractor; (2) if performing work regulated under Section 3737.65 of the Ohio Revised Code, be certified by the State Fire Marshal; and (3) if performing work under any other trade, occupation, or profession licensed under Title 47 of the Ohio Revised Code, be licensed for that trade, occupation, or profession as provided in the Ohio Revised Code. If the applicable contract does not involve any of the above-described work, Bidder shall place "N/A" and his/her initials in the box to the right.
- 12 Bidder will, if performing a trades contract pursuant to Ohio Revised Code Section 4740, not subcontract more than twenty-five percent (25%) of the labor, excluding materials, for its awarded contract, unless to subcontractors also licensed pursuant to Ohio Revised Code Section 4740 or certified by the State Fire Marshal pursuant to Ohio Revised Code Section 3737.65. If the applicable contract does not involve this type of work, Bidder shall place "N/A" and his/her initials in the box to the right.
- 13 Bidder will provide access as needed and allow the Agency of the Inspector General to perform the functions provided for in Section 4.12 of the Contracting Ordinance.
- 14 Bidder will require all of its subcontractors, at the time of execution of a subcontract, to make all of the certifications required within this form, except for certification numbers 7, 8, and 10. If the applicable contract does not involve the use of subcontractors, Bidder shall place "N/A" and his/her initials in the box to the right.
- 15 Bidder has met and will comply with all provisions of state law relating to ethics. Bidder has also met and will comply with all applicable Cuyahoga County Ordinances, including, but not limited to, the Ethics Ordinance, Inspector General Ordinance and the Contracting Ordinance.

1 AJP

2 AJP

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AJP

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AJP

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AJP

Printed Name: ALLEN J. PINCHOT V. PRESIDENT

Company: FRANK NOVAK & SONS, INC.

Signature: [Signature]

Date: 3/20/13

Piggyback Form
REQ# 26349

In accordance with Ohio Revised Code 9.48, Cuyahoga County may permit any political subdivision (in Cuyahoga County) to participate in selected contracts into which Cuyahoga County has entered for the purchase of certain equipment, supplies or other articles. Cuyahoga County may permit political subdivisions in Cuyahoga County to participate in this bid. Therefore, vendors may receive purchase orders from these political subdivisions to participate in a contract awarded pursuant to this Request for Bid. The Cuyahoga County Office of Procurement and Diversity will notify the successful vendor of awarded contract and the name(s) of the political subdivision(s) or other governmental entity that has been authorized by Cuyahoga County to participate in the contract. The responsibilities and obligations of Cuyahoga County shall cease at this point. Vendors shall then deal directly with the political subdivision or governmental entity that has been authorized to participate in this contract. All orders placed by a political subdivision shall then be filled in accordance with the terms and conditions of that particular contract. Under no circumstances is the awarded vendor or any municipality, county or authorized political subdivision authorized to modify the pricing, terms and conditions, or specifications of this contract. All invoices for such purchases shall be sent directly by the vendor to the political subdivision's or governmental entity's billing address. Invoices for these political subdivisions or governmental entities which are sent to Cuyahoga County will be returned to the vendor. All purchases made under the Cuyahoga County cooperative are the responsibility of the political subdivision or governmental entity and the vendor. Under no circumstances is Cuyahoga County obligated to the political subdivision's financial commitments.

The political subdivision or governmental entity must agree, to the extent allowed by law, to release and forever discharge Cuyahoga County, and its elected officials, officers, employees, agents, representatives, departments, agencies, boards, commissions, from all such claims, actions, expenses, or other damages arising out of or relating to its participation in the cooperative purchasing program.

Purchases made from this contract can only be made from the awarded vendor in Cuyahoga County and must be made during the term of the original awarded contract."

Vendor wishes to participate in allowing political subdivision in Cuyahoga County to purchase off of the contract with Cuyahoga County, if awarded the contract.

Yes ☒ No ☐

(This will not be a determining factor in awarding the contract.)

ALLEN J. PINCHOT, V. PRESIDENT.

Vendor's Full Legal Name _____

Authorized Signature _____

Date _____

CUYAHOGA COUNTY BASED BUSINESS PREFERENCE PROGRAM MATCH OPTION

On November 27, 2012, Cuyahoga County Council approved Ordinance No. O2012-0020 which established the Cuyahoga County Based Business Preference (CCBB) Program. Details on the eligibility criteria for this program are outlined in the ordinance. At the latest, an entity desiring to participate in the Cuyahoga County Based Business Preference Program must submit, with and at the time of the bid, proposal, or qualifications, a completed signed and notarized Cuyahoga County Based Business Form. The Cuyahoga County Based Business Form is available from the Office of Procurement & Diversity and can be downloaded from its website (<http://opd.cuyahogacounty.us/>).

Per this ordinance, if a lowest price or lowest evaluated price is submitted by a non-Cuyahoga County business, a Cuyahoga County Based Business whose bid is within two percent (2%) of the lowest bid submitted by the non-Cuyahoga County Based Business Bidder shall be given the option to match the lowest bid. Vendor's shall complete the Cuyahoga County Based Business Preference Program Match Option Form (attached) and submit it with its proposal.

**CUYAHOGA COUNTY BASED BUSINESS PREFERENCE PROGRAM MATCH OPTION
REQ# 26349**

Cuyahoga County pursuant to Ordinance No. 02012-0020 dated November 27, 2012 approved the Cuyahoga County Based Business (CCBB) Preference Program.

The following standards will be used by the Cuyahoga County Business Based Preference Program to determine eligibility for certification as a Cuyahoga County Based Business.

A business applying for certification as a Cuyahoga County Based Business must meet the following standards:

a) The business must demonstrate that its principal place of business has been located in Cuyahoga County for at least three (3) years as registered in official documents filed with the Secretary of State of Ohio or the Cuyahoga County Fiscal Office. If one party to a joint venture has its principal place of business in Cuyahoga County, the joint venture shall be considered as having its principal place of business in Cuyahoga County; or

b) The business must be a business organization with a "significant economic presence" in Cuyahoga County. For purpose of this program,

"Significant economic presence" means a business organization that has for at least three years

i. Had a sales office, division, sales outlet or manufacturing facility in Cuyahoga County; and

ii. Pays required taxes to Cuyahoga County; and

iii. Has an annual gross payroll in Cuyahoga County of at least \$100,000.00.

Per this ordinance, if a lowest price or lowest evaluated price is submitted by a non-Cuyahoga County business, a Cuyahoga County Based Business whose bid is within two percent (2%) of the lowest bid submitted by the non-Cuyahoga County Based Business Bidder shall be given the option to match the lowest bid.

Vendor is certified as a Cuyahoga County Based Business and agrees to match the lowest price or lowest evaluated price submitted by a non-Cuyahoga County Business if the bid is within two percent (2%) of my bid.

Yes ☒ No ☐

FRANK NOVAK & SONS, INC.

Full Legal Name of Organization



Authorized Signature

3/20/13

Date

**CUYAHOGA COUNTY, OHIO
DEPARTMENT OF PUBLIC WORKS**

**INTERIOR PAINTING AT VARIOUS COUNTY BUILDINGS
FOR A TWO-YEAR PERIOD**

IV. CONTRACT

THIS CONTRACT, made and entered into this ____ day of _____, 20____ between the, CUYAHOGA COUNTY, OHIO (the "County"), on behalf of the Department of Public Works and Frank Novak & Sons, Inc., an Ohio Corporation, with offices located 23940 Miles Road, Cleveland, Ohio 44128. and their successors, executors, administrators and assigns, the "Contractor".

WITNESSETH:

- I. **Performance**- That: for and in consideration of payments hereinafter to be made by the County, the Contractor agrees to furnish all labor, materials, tools, equipment, machinery, appliances, plant and all other necessary items to perform all work required to the satisfactory completion of the **INTERIOR PAINTING AT VARIOUS COUNTY BUILDINGS FOR A TWO-YEAR PERIOD**, with the option to extend the contract for an additional year, in compliance with Contract Specifications and acceptance by the County.
- II. **Contents of Contract**- That: The Contractor covenants and agrees that the documents and papers bound with the accompanying Contract are essential parts of this Contract as follows:

Legal Notice and Advertisement
Instruction to Bidders
Non-Federal Labor Standards and Requirements
County of Cuyahoga Small Business Enterprise Requirements for construction contracts
State of Ohio Prevailing Rates of Wages
Proposals
Information showing qualifications of Bidders
Bid Bond
Consent of Surety

Affidavits (as to interest and authority of Bidder and non-collusion and Job Site Safety Considerations)

Contract

Performance or Contract Bond

Maintenance Bond

Public Liability, Property Damage and Automobile Insurance

Worker's Compensation Certificate

Specifications

- a. General Conditions
- b. Supplemental General Conditions
- c. Detailed Specifications
- d. Miscellaneous Details

Other information as may be required for the proper execution of this Contract.

- III. **Site Investigation**- That: The Contractor hereby covenants and expressly agrees that he has full knowledge of the site, specifications, contractual documents, shop drawings, conditions and circumstances relating to or affecting performance of work contemplated and covered by the Contract.
- IV. **Acceptance**- That: The Contractor hereby covenants and agrees that affixing of his/her signature to the Contract constitutes acceptance without reservation of and full intent to comply with the Contract, Conditions, Specifications, Shop Drawings and Contractual Documents of this Contract.
- V. **Payment**- That: In consideration of the premises stated in Sections I, II, III and IV above, The County, for itself, its successors and assigns, promises and agrees to pay the Contractor the sums of money stipulated in the Proposal for the various classes of work satisfactorily completed and accepted under this contract. These sums of money shall constitute compensation in full for furnishing all labor, materials, tools, equipment, machinery, appliances, and all other necessary items to discharge the obligation and intent of this Contract.


That: The County further agrees to pay the Contractor a certain total sum of money under this contract, for the purposes of agreement and appropriation, which shall be determined by work actually performed by the Contractor calculated upon the basis of completed units for each item of the Contract and the unit or lump sum price stipulated in the attached Proposal.

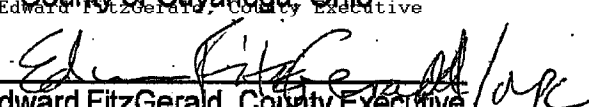
- VI. **Liquidated Damages**- That: The Contractor further covenants and agrees that the County, in event time of completion is delayed beyond the time stipulated in Section VI above by actions or inactions attributable to the Contractor, the County may retain monies due or that may become due the Contractor equal in amount to Three Hundred Dollars (\$300.00) per day, for each and every day by which time of completion is delayed beyond time for completion stipulated in Section VI above, and that such amounts are expressly agreed and recognized as liquidated damages occurring to the County incident to such delays and causing unanticipated and additional expenses to the County.

- VII. **Electronic Signature-** That: By entering into this contract, I agree on behalf of the contractor, its officers, employees, subcontractors, subgrantees, agents or assigns, to conduct this transaction by electronic means by agreeing that all documents requiring County signatures may be executed by electronic means, and that the electronic signatures affixed by the County to said documents shall have the same legal effect as if that signature was manually affixed to a paper version of the document. I also agree on behalf of the aforementioned entities and persons, to be bound by the provisions of Chapters 304 and 1306 of the Ohio Revised Code as they pertain to electronic transactions, and to comply with the electronic signature policy of Cuyahoga County.

SIGNATURES:

IN WITNESS WHEREOF, The County of Cuyahoga, and the Contractor through its duly authorized representative have hereunder subscribed and affixed their respective signatures.

CONTRACTOR
By: 
VP - Frank Novak, Sons

County of Cuyahoga, Ohio
Edward Fitzgerald, County Executive
By: 
Edward Fitzgerald, County Executive
2013-07-16 16:40:57

Note: If an individual doing business under a firm name, so state, giving both names.

If a Partnership, so state, giving names and post office addresses of all partners under their signatures above.

If a Corporation, give full corporation name and the State under which it is incorporated; corporate titles should be indicated under signatures. (Certificate of power to sign on behalf of the Corporation must be attached).

BID GUARANTY AND CONTRACT BOND

(SECTION 153.571 Ohio Revised Code)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Frank Novak & Sons, Inc.

23940 Miles Road Cleveland, OH 44128

as principal and Great American Insurance Company

as sureties, are hereby held and firmly bound unto Cuyahoga County

_____ as obligee in the penal sum of the dollar amount of the bid submitted by the
principal to the obligee on March 20, 2013 to undertake the project known as Interior Painting of Various County Buildings

The penal sum referred to herein shall be the dollar amount of the principal's bid to the obligee, incorporating any additive or deductive alternate proposals made by the principal on the date referred to above to the obligee, which are accepted by the obligee. In no case shall the penal sum exceed the amount of _____

(\$ _____) dollars.

(If the foregoing blank not filled in, the penal sum will be the full amount of the principal's bid, including alternates. Alternatively, if the blank is filled in, the amount stated must not be less than the full amount of the bid including alternates, in dollars and cents. A percentage is not acceptable.) For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named principal has submitted a bid for the above referred project.

Now, therefore, if the obligee accepts the bid of the principal and the principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material; and in the event the principal pays to the obligee the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid and such larger amount for which the obligee may in good faith contract with the next lowest bidder to perform the work covered by the bid; or in the event the obligee does not award the contract to the next lowest bidder and resubmits the project for bidding, the principal pays to the obligee the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new contract documents, required advertising, and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be void, otherwise to remain in full force and effect; if the obligee accepts the bid of the principal and the principal within ten days after the awarding of the contract enters into a proper contract in accordance with the bid, plans, details, specifications, and bills of material, which said contract is made a part of this bond the same as though set forth herein:

Now also, if the said principal shall well and faithfully do and perform the things agreed by the obligee to be done and performed according to the terms of said contract; and shall pay all lawful claims of subcontractors, materialmen, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any materialman or laborer having just claim, as well as for the obligee herein; then this obligation shall be void; otherwise the same to remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of said contract or in or to the plans or specifications therefor shall in any wise affect the obligations of said surety on its bond.

Signed this 20th day of March, 2013

PRINCIPAL

Frank Novak & Sons, Inc.

BY: [Signature]

TITLE: VP

SURETY: Great American Insurance Company

BY: [Signature]

Attorney-in-Fact

Linda M. Cowin

SURETY COMPANY ADDRESS:

301 East Fourth Street

Street

Cincinnati, OH 45202

City

State

Zip

SURETY AGENT'S ADDRESS:

Dawson Insurance

1340 Depot Street

Cleveland, OH 44116

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than TEN

No. 0 18900

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
BRUCE W. LOCKHART	FRANK P. MIDDLEBERG	SANDY KRUGER
KYP L. ROSS	LINDA M. COWIN	KELLEY J. WISOR
FAITH A. STUDENY	LOUIS A. COLAGROSSI	
KATHY VAN TASSEL	LORI A. PROCH	ALL OF CLEVELAND, OHIO

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 7TH day of MAY 2012
Attest
GREAT AMERICAN INSURANCE COMPANY



Atty L C B
Assistant Secretary

David C. Kitchin
Divisional Senior Vice President

DAVID C. KITCHIN (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 7TH day of MAY, 2012, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



KAREN L. GROSHEIM
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES 02-20-16

Karen L. Groshiem

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company; to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 20th day of March, 2013



Atty L C B
Assistant Secretary

Office of Financial
Regulation Services
60 West Town Street
Third Floor- Suite 300
Columbus, Ohio 43215
(614) 644-2858
Fax (614) 644-3256
www.ohioinsurance.gov

Ohio Department of Insurance

John R. Kasich - Governor
Mary Taylor - Lt. Governor/Director

Certificate of Compliance



Issued 06/26/12
Effective 07/01/12
Expires 06/30/13

I, Mary Taylor, hereby certify that I am the Lt. Governor/Director of Insurance in the State of Ohio and have supervision of insurance business in said State and as such I hereby certify that

GREAT AMERICAN INSURANCE COMPANY

of Ohio is duly organized under the laws of this State and is authorized to transact the business of insurance under the following section(s) of the Ohio Revised Code:

Section 3929.01 (A)

Accident & Health
Aircraft
Allied Lines
Boiler & Machinery
Burglary & Theft
Collectively Renewable A & H
Commercial Auto - Liability Other
Commercial Auto - No Fault
Commercial Auto - Phys. Damage
Credit
Credit Accident & Health
Earthquake
Fidelity
Financial Guaranty
Fire
Glass
Group Accident & Health
Guaranteed Renewable A & H

Inland Marine
Medical Malpractice
Multiple Peril - Commercial
Multiple Peril - Farmowners
Multiple Peril - Homeowners
Noncancellable A & H
Nonrenew - State Reasons (A&H)
Ocean Marine
Other
Other Accident only
Other Liability
Private Passenger Auto - No Fault
Private Passenger Auto-Liability Other
Private Passenger-Phys Damage
Surety
Workers Compensation

GREAT AMERICAN INSURANCE COMPANY certified in its annual statement to this Department as of December 31, 2011 that it has admitted assets in the amount of \$5,273,621,832, liabilities in the amount of \$3,862,328,713, and surplus of at least \$1,411,293,119.

IN WITNESS WHEREOF, I have hereunto subscribed my name and caused my seal to be affixed at Columbus, Ohio, this day and date.

Mary Taylor

Mary Taylor
Lt. Governor/Director



**GREAT AMERICAN
INSURANCE GROUP**

801 E. Fourth Street
Cincinnati OH 45202-4801

GreatAmericanInsurance.com

GREAT AMERICAN INSURANCE COMPANY

**STATEMENT OF ASSETS, LIABILITIES AND CAPITAL & SURPLUS
AS OF DECEMBER 31, 2011**

ADMITTED ASSETS

Bonds.....	\$ 2,451,329,881
Stocks.....	1,136,033,475
Mortgage loans on real estate.....	112,036,413
Real estate (net of encumbrances).....	50,556,627
Cash and short-term investments.....	240,268,671
Other invested assets.....	24,916,561
Investment income due and accrued.....	28,453,058
Agents' and premium balances.....	316,076,173
Reinsurance recoverable on loss and loss expense payments.....	39,301,799
Net deferred tax asset.....	93,918,720
Receivable from affiliates.....	7,209,584
Receivable from Federal Crop Insurance Corporation.....	324,198,640
Company owned life insurance.....	130,136,542
Funds held as collateral.....	103,148,035
Other admitted assets.....	14,037,653
Total.....	\$ 5,273,621,832

LIABILITIES, CAPITAL AND SURPLUS

Unpaid losses and loss expenses.....	\$ 2,495,678,385
Reserve for underwriting expenses.....	161,408,963
Federal and foreign income taxes.....	26,981,918
Reserve for unearned premiums.....	743,763,641
Ceded reinsurance premiums payable.....	39,264,421
Funds held under reinsurance treaties.....	352,041,660
Retrospective reinsurance ceded.....	(156,706,593)
Other liabilities.....	199,796,318
Total liabilities.....	3,862,328,719
Capital stock.....	\$ 15,440,600
Paid in surplus.....	302,508,415
Special surplus funds.....	156,706,593
Unassigned funds.....	935,637,511
Policyholders' surplus.....	1,411,293,119
Total.....	\$ 5,273,621,832

Securities have been valued on the basis prescribed by the National Association of Insurance Commissioners.

STATE OF OHIO

COUNTY OF HAMILTON

SS.:

Robert J. Schwartz, Vice President and Controller, and Stephen Bernha, Assistant Vice President and Assistant Secretary, being duly sworn, each for himself deposes and says that they are the above described officers of the Great American Insurance Company of Cincinnati, Ohio; that said Company is a corporation duly organized, existing and engaged in business as a Surety by virtue of the laws of the State of Ohio and has duly complied with all the requirements of the laws of said state applicable to said Company and is duly qualified to act as Surety under such laws; that said Company has also complied with and is duly qualified to act as Surety under Public Law 97-258 enacted September 13, 1982 (96 Stat. 1047 as amended; 31 U.S.C. 9304-9308); that to the best of their knowledge and belief the above statement is a full, true and correct Statement of the Assets, Liabilities and Capital & Surplus of the said Company as of December 31, 2011.

Subscribed and sworn to before me

this 28th day of March, 2012.

Jennifer A. Meyer
Public Notary JENNIFER A. MEYER
Notary Public, State of Ohio
My Commission Expires 11-08-2016



Robert J. Schwartz
Controller
Stephen Bernha
Assistant Secretary

**PUBLIC IMPROVEMENT AGREEMENT
(PREVAILING WAGES)**

This agreement is made as of, between the Cuyahoga County, by and through the County of Cuyahoga, and Frank Novak & Sons, Inc. (Hereinafter the Contractor), under the following circumstances:

WHEREAS, Ohio Revised Code, Chapter 4115 requires that contracts for projects being constructed with public funds comply with Chapter 4115 of the Revised Code; and

WHEREAS, the total project cost of this project exceeds \$60,000.00, this project hereby designated as a public improvement project; and

WHEREAS, all contractors and subcontractors involved in this construction project must comply with the provisions of Ohio Revised Code, Chapter 4115 and

WHEREAS, this agreement clarifies with whom certain responsibilities established by Chapter 4115 lie.

It is hereby agreed:

- 1). That the County of Cuyahoga shall obtain the prevailing wage rate determination and attach it to the specifications for the work and otherwise comply with Ohio Revised Code, Section 4115.04.
- 2). That the contract between the County of Cuyahoga and the Contractor and the contract between the Contractor and all his subcontractors shall contain a provision requiring all contractors and subcontractors performing work on the project to pay a rate of wages not less than the wage rate determined by the Department of Industrial Relations, State of Ohio, for the project.
- 3). That the Contractor shall post in a prominent and accessible place on the site of the project a legible statement of the schedule of wage rates specified in the contract to the various classifications of laborers, workers, and mechanics employed and shall cause the statement to remain posted during the life of each contract, pursuant to Ohio Revised Code, Section 5114.07.
- 4). That the County of Cuyahoga shall give notice to the Contractor and the Contractor shall give notice to the subcontractors that they shall file certified payroll reports and the affidavit required by Ohio Revised Code, Sections 4115.07 and 4115.071.
- 5). That the County of Cuyahoga shall appoint a Prevailing Wage Coordinator who shall exercise the powers and duties imposed by Ohio Revised Code, Section 4115.071, and as set forth by the Ohio Attorney General's Office. The duties of the Prevailing Wage Coordinator are incorporated herein;
 - a). Set up and maintain files containing all contractors' and subcontractors' payroll reports.
 - b). Maintain a list of pay dates.
 - c). Within two weeks after the first pay day, receive from each contractor a certified copy of payroll reports means that it must be sworn to and signed by the contractor.

- 1). If the project is to exceed four months, all reports after the initial report (the initial report must be filed within two weeks) can be filed once per month.
- 2). If the project is to last less than four months, all reports are to be filed weekly after the initial report.

- d). Monitor compliance with the Prevailing Wage Law which includes site visits to verify that the required postings and job classifications are being complied with.
- e). At the completion of the project, the Wage Coordinator is to require an Affidavit of Compliance from each contractor. An affidavit must be sworn to and notarized.
- f). The Coordinator is to report any non-compliance to the Director of the Department of Industrial Relations, State of Ohio, in writing.

6). The County of Cuyahoga shall notify the Contractor and the Contractor shall notify each subcontractor of the identity of the Prevailing Wage Coordinator.

7). That upon notice by the Prevailing Wage Coordinator or the Department of Industrial Relations to the Contractor of a failure by a contractor or subcontractor to comply with the reporting requirements of Ohio Revised Code, Section 4115.071 (C), the Contractor shall take such steps as are necessary to cause the contractor, subcontractor, or other person to comply.

8). That, upon notice to the County of Cuyahoga by the Department of Industrial Relations of any apparent violation of the requirements of Chapter 4115 by any contractor or subcontractor the County of Cuyahoga shall withhold any further payments to the Contractor on this project.

9). The Contractor shall file a complete list of all subcontractors with the Prevailing Wage Coordinator prior to the start of construction.

10). The Contractor shall be responsible for the compliance with all requirements of Ohio Revised Code, Chapter 4115, by self and all subcontractors.

11). That nothing in this agreement shall be construed as a limitation or restriction on any party to avoid self of any procedure or remedy available to them in Ohio Revised Code, Chapter 4115.

Date: 4-23-13

Contractor: Frank Novak & Sons, Inc.

By: 

Date: _____

County of Cuyahoga, Ohio

Edward FitzGerald, County Executive

By: 

Edward FitzGerald, County Executive

2013-07-16 16:40:58

**COUNTY OF CUYAHOGA
REQUEST FOR ESCROW AGENT AND AGREEMENT FORM**

Ohio Revised Code Chapter 153, Section .12; .13; .14 and .63 require that any award of contract for the construction, reconstruction, improvement, enlargement, alteration, repair, painting or decoration of a public improvement made by the State, or any County, Township, Municipal Corporation, School District, or other political subdivision, or any public board, commission, authority, instrumentally, or special purpose district of or in the state or a political subdivision that is authorized by state law, retain no more than eight percent (8%) of the aggregate from each payment for labor and material until the contract is fifty percent (50%) complete. When the contract becomes fifty percent complete, the contracting authority must deposit the retainage with a mutually agreed upon escrow agent.

The Treasurer of Cuyahoga County has arranged with each of the below listed financial institutions to serve as an escrow agent for the deposit of retained construction contract funds. Please read the Agreement statement, select the institution from the list by inserting an "X" in the box next to the name of the institution and then complete the requested information.

(We) (I) consent to using the financial institution marked by and [X] below for the deposit in escrow of any funds retained by the County in accordance with Sections 153.12; .13; .14 and .63 of the Ohio Revised Code in accordance with escrow procedures as required by the County of Cuyahoga. It is further understood that this Agreement shall become part of the construction contract awarded by the County of Cuyahoga to (us) (me).

Key Bank ☒

PNC Bank ☐

First National Bank ☐

PROJECT CONTRACTOR

FIRM: Frank Novak & Sons

ADDRESS: 23940 Miles Road
Cleveland Ohio 44128

SIGNATURE: [Signature]

PRINTED NAME: Pamela Bozsvai

TITLE: VP

CERTIFICATE OF EXEMPTION

COUNTY OF CUYAHOGA, OHIO
Political Subdivision #29
of the
State of Ohio

The undersigned hereby certifies that the articles of tangible personal property purchased under this certificate were purchased for incorporation into a structure or improvement to real property under a construction contract with the County of Cuyahoga, Ohio, Political Subdivision #29 of the State of Ohio.

PROJECT TITLE/LOCATION: INTERIOR PAINTING AT VARIOUS COUNTY BUILDINGS FOR A TWO-YEAR PERIOD

DATE OF COMMENCEMENT: _____

This certificate shall be considered a part of each order for the specific contract identified above and shall be retained by the vendor. This certificate must be signed by both the contractor/vendor and owner.

Signed 
(Contractor/Vendor)

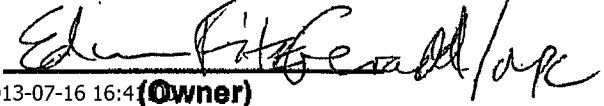
By Pamela Bozsai

Title VP

Address 23940 Miles Road
Cleveland Ohio 44128

Date 4-23-13

Edward FitzGerald, County Executive

Signed 
2013-07-16 16:4 (Owner)

By _____

Title _____

Address _____

Date _____

Corporate Resolution

I, Pamela Bozsvali, the Secretary of FRANK NOVAK & SONS, INC. an OHIO corporation hereby certify that the Board of Directors of said Corporation on the 1st day of April, 2013, adopted a resolution authorizing the officers of this company, namely, Gayle Pinchot, Pamela Bozsvali, Allen Pinchot, Bradley Pinchot and Mark Pinchot, to sign bid proposals, sign and enter into contracts and other instruments, sign and/or authorize bid guaranty and performance bonds for the purpose of furnishing labor and materials at such price and upon such terms and conditions, including any amendments or modifications thereto, as said officers in their sole discretion shall deem best, and that said actions shall be binding upon the Corporation.

In witness whereof, I herunto set my hand and affixed the seal of said Corporation at Cleveland, Ohio, this 21st day of April, 2013 and I further certify that said resolution is still in full force and effect.



FRANK NOVAK & SONS, INC.

Corporate Secretary



CERTIFICATE OF LIABILITY INSURANCE

NOVAK-1

OP ID: BN

DATE (MM/DD/YYYY)

04/23/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Dawson Insurance 1340 Depot Street Cleveland, OH 44116-1799 Frank P. Middelberg		Phone: 440-333-9000 Fax: 440-356-2126	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):	
INSURED Frank Novak & Sons, Inc. Flooring Specialties A Division of Frank Novak & Sons, Inc. 23940 Miles Road Bedford Heights, OH 44128-5425		INSURER(S) AFFORDING COVERAGE			NAIC #
		INSURER A : Netherlands Insurance Company			
		INSURER B : Consolidated Insurance Company			
		INSURER C : Indiana Insurance			13315
		INSURER D :			
		INSURER E :			
		INSURER F :			

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	X	CBP9641274	11/01/2012	11/01/2013	EACH OCCURRENCE \$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000	
	<input checked="" type="checkbox"/> Per Proj Agg					PERSONAL & ADV INJURY \$ 1,000,000	
	<input checked="" type="checkbox"/> Per Loc Agg					GENERAL AGGREGATE \$ 2,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COM/OP AGG \$ 2,000,000	
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
B	AUTOMOBILE LIABILITY		BA9641374	11/01/2012	11/01/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$	
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$	
	<input checked="" type="checkbox"/> HIRED AUTOS					PROPERTY DAMAGE (Per accident) \$	
	<input type="checkbox"/> SCHEDULED AUTOS						
C	UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR	CU9641572	11/01/2012	11/01/2013	EACH OCCURRENCE \$ 10,000,000	
	EXCESS LIAB	CLAIMS-MADE				AGGREGATE \$ 10,000,000	
	DED <input checked="" type="checkbox"/> RETENTION \$ Nil						
A B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	CBP9641274 OH EMPL LIAB	11/01/2012	11/01/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					E.L. EACH ACCIDENT \$ 1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000	
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000	
A	Installation Fltr for Stored Matis		CBP9641274 DED \$500	11/01/2012	11/01/2013	Disaster 600,000 Transit 150,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Cuyahoga County and its employees is included as Add'l Ins'd under Gen'l Liab. for ongoing ops per form 22-45 12/02 & for Completed Ops per form 22-133 01/08, when agreed in writing in a contract or agreement.

CERTIFICATE HOLDER**CANCELLATION**

CUYAH20

Cuyahoga County
Attn: Julie Conway
1219 Ontario Street
Cleveland, OH 44113

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Policy Number: CBP 9841274

Coverage is Provided in THE NETHERLANDS INSURANCE COMPANY-A STOCK COMPANY

Named Insured:

FRANK NOVAK & SONS INC

ALLEN PINCHOT

REFER TO NAMED INSURED SCHEDULE

Agent:

DAWSON INSURANCE INC

Agent Code: 0020071

Agent Phone: (440)-333-8000

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY EXTENSION ENDORSEMENT

This endorsement modifies insurance under the

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

The following endorsement provision does not apply when "X" is shown in the space provided below:

- ☐ Provision C. PROPERTY DAMAGE – BORROWED EQUIPMENT does not apply
- ☐ Provision D. PROPERTY DAMAGE – CUSTOMERS' GOODS does not apply
- ☒ Provision G. MEDICAL PAYMENTS EXTENSION does not apply
- ☐ Provision I. ADDITIONAL INSURED – BY CONTRACT, AGREEMENT OR PERMIT does not apply
- ☐ Provision J. ADDITIONAL INSURED – VENDORS does not apply
- ☐ Provision K. BROAD FORM NAMED INSURED does not apply
- ☐ Provision L. FAILURE TO DISCLOSE HAZARDS AND PRIOR OCCURRENCES does not apply
- ☐ Provision M. KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT does not apply

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement)

With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

A. NON-OWNED AIRCRAFT

Under paragraph 2. Exclusions of COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY (SECTION I), exclusion g. Aircraft, Auto Or Watercraft does not apply to an aircraft provided:

1. It is not owned by any insured;
2. It is hired, chartered or loaned with a trained paid crew;
3. The pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating her or him a commercial or airline pilot; and
4. It is not being used to carry persons or property for a charge.

However, the insurance afforded by this provision does not apply if there is available to the insured other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this policy), contingent or on any other basis, that would also apply to the loss covered under this provision.

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B. NON-OWNED WATERCRAFT

Under paragraph 2. Exclusions of **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY (SECTION I)**, provision (2)(a) of exclusion g. Aircraft, Auto Or Watercraft is replaced by the following:

This exclusion does not apply to:

(2) A watercraft you do not own that is:

(a) Less than 51 feet long; and

C. PROPERTY DAMAGE – BORROWED EQUIPMENT

1. Under paragraph 2. Exclusions of **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY (SECTION I)**, provision (4) of exclusion j. Damage To Property does not apply to "property damage" to borrowed equipment while that equipment is not being used to perform operations at the job site.

2. Under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, the following is added to Condition 4. Other Insurance, paragraph b. Excess Insurance:

The insurance afforded by provision C. in the Commercial General Liability Extension Endorsement is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is property insurance.

3. This endorsement provision C. does not apply when it is shown in the Schedule as not applicable.

D. PROPERTY DAMAGE – CUSTOMERS' GOODS

1. Under paragraph 2. Exclusions of **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY (SECTION I)**, provisions (3), (4) and (6) of exclusion j. Damage To Property do not apply to "property damage" to "customers' goods" while on your premises.

2. Under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, the following is added to Condition 4. Other Insurance, paragraph b. Excess Insurance:

The insurance afforded by provision D. in the Commercial General Liability Extension Endorsement is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is property insurance.

3. The following is added to **SECTION V – DEFINITIONS**:

"Customers' goods" means property of your customer on your premises for the purpose of being worked on or used in your manufacturing process.

4. This endorsement provision D. does not apply when it is shown in the Schedule as not applicable.

E. PROPERTY DAMAGE LIABILITY – ELEVATORS

1. Under paragraph 2. Exclusions of **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY (SECTION I)**, provisions (3), (4) and (6) of exclusion j. Damage To Property do not apply if such "property damage" results from the use of elevators.

2. The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Condition 4. Other Insurance, paragraph b. Excess Insurance:

The insurance afforded by provision E. in the Commercial General Liability Extension Endorsement is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is property insurance.

F. DAMAGE BY FIRE, LIGHTNING, EXPLOSION, SMOKE OR LEAKAGE

If Damage To Premises Rented To You is not otherwise excluded from this Coverage Part:

1. Under subsection 2. Exclusions of **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY (SECTION I)**:

a. The fourth from the last paragraph of exclusion j. Damage To Property is replaced by the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion, smoke, or leakage from automatic fire protection systems) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **SECTION III – LIMITS OF INSURANCE**.

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- b. The last paragraph of subsection 2. **Exclusions** is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke, or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to Damage To Premises Rented To You as described in **SECTION III – LIMITS OF INSURANCE**.

2. Paragraph 6. under **SECTION III – LIMITS OF INSURANCE** is replaced by the following:

6. Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke, or leakage from automatic protection systems, while rented to you or temporarily occupied by you with permission of the owner. This limit is the greater of:

a. \$300,000; or

b. The amount shown in the Declarations for Damage To Premises Rented To You Limit.

3. The word "fire" is changed to "fire, lightning, explosion, smoke, or leakage from automatic fire protection systems" where it appears in:

a. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Condition 4. **Other Insurance**, paragraph b. **Excess Insurance**, subparagraph (1)(b); and

b. **SECTION V – DEFINITIONS**, paragraph 9.a.

G. MEDICAL PAYMENTS EXTENSION

1. **SECTION III – LIMITS OF INSURANCE**, paragraph 7. is replaced by the following:

7. Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C. for all medical expenses because of "bodily injury" sustained by any one person. The Medical Expense Limit is the greater of:

a. \$15,000; or

b. The Medical Expense Limit shown in the Declarations.

2. Under provision 1. **Insuring Agreement of COVERAGE C MEDICAL PAYMENTS (SECTION I)**, the second subparagraph (2) of paragraph a. is replaced by the following:

(2) The expenses are incurred and reported to us within three years of the date of the accident; and

3. This endorsement provision G. does not apply when:

a. It is shown in the Schedule as not applicable; or

b. **COVERAGE C. MEDICAL PAYMENTS (SECTION I)** is otherwise excluded from this Coverage Part.

H. EXTENSION OF SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

Under **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**:

1. Paragraph 1.b. is replaced by the following:

b. Up to \$2500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. Paragraph 1.d. is replaced by the following:

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$300 a day because of time off from work.

I. ADDITIONAL INSURED – BY CONTRACT, AGREEMENT OR PERMIT

Paragraph 2. under **SECTION II – WHO IS AN INSURED** is amended to include as an insured any person or organization when you and such person or organization have agreed in writing in a contract, agreement or permit that such person or organization be added as an additional insured on your policy to provide insurance such as is afforded under this Coverage Part. Such person or organization is an additional insured only with respect to liability arising out of:

a. Your ongoing operations performed for that person or organization; or

b. Premises or facilities owned or used by you.

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With respect to provision 1.a. above, a person's or organization's status as an insured under this endorsement ends when your operations for that person or organization are completed.

With respect to provision 1.b. above, a person's or organization's status as an insured under this endorsement ends when their contract or agreement with you for such premises or facilities ends.

2. This endorsement provision I. does not apply:

- a. Unless the written contract or agreement has been executed, or permit has been issued, prior to the "bodily injury", "property damage" or "personal and advertising injury";
- b. To "bodily injury" or "property damage" occurring after:
 - (1) All work, including materials, parts or equipment furnished in connection with such work, in the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
 - (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project;
- c. To the rendering of or failure to render any professional services including, but not limited to, any professional architectural, engineering or surveying services such as:
 - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - (2) Supervisory, inspection, architectural or engineering activities;
- d. To "bodily injury", "property damage" or "personal and advertising injury" arising out of any act, error or omission that results from the additional insured's sole negligence or wrongdoing;
- e. To any person or organization included as an insured under provision J. of this endorsement;
- f. To any person or organization included as an insured by a separate additional insured endorsement issued by us and made a part of this policy; or
- g. When it is shown in the Schedule as not applicable.

J. ADDITIONAL INSURED - VENDORS

Paragraph 2. under **SECTION II - WHO IS AN INSURED** is amended to include as an insured any person or organization (referred to below as "vendor") with whom you agreed, in a written contract or agreement to provide insurance such as is afforded under this policy, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

1. The insurance afforded the vendor does not apply to:

- a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- b. Any express warranty unauthorized by you;
- c. Any physical or chemical change in the product made intentionally by the vendor;
- d. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the course of business, in connection with the distribution or sale of the products;
- f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- h. To "bodily injury" or "property damage" arising out of any act, error or omission that results from the additional insured's sole negligence or wrongdoing.

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2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
3. This endorsement provision J. does not apply when it is shown in the Schedule as not applicable.

K. BROAD FORM NAMED INSURED

1. **SECTION II – WHO IS AN INSURED** is amended to include as an insured any legally incorporated entity of which you own more than 50 percent of the voting stock during the policy period.
2. Under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, the following is added to Condition 4. Other Insurance, paragraph b. Excess Insurance:

This insurance is excess over any of the other insurances, whether primary, excess, contingent or on any other basis, that is available to an insured solely by reason of ownership by you of more than 50 percent of the voting stock.

3. Paragraph 2. of this endorsement provision K. does not apply to a policy written to apply specifically in excess of this policy.
4. This endorsement provision K. does not apply when it is shown in the Schedule as not applicable.

L. FAILURE TO DISCLOSE HAZARDS AND PRIOR OCCURRENCES

1. Under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, the following is added to Condition 6. Representations:

Your failure to disclose all hazards or prior "occurrences" existing as of the inception date of the policy shall not prejudice the coverage afforded by this policy provided such failure to disclose all hazards or prior "occurrences" is not intentional.

2. This endorsement provision L. does not apply when it is shown in the Schedule as not applicable.

M. KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

1. Under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, the following is added to Condition 2. Duties in the Event of Occurrence, Offense, Claim Or Suit:

Knowledge of an "occurrence", offense, claim or "suit" by an agent, servant or "employee" of any insured shall not in itself constitute knowledge of the insured unless an insured listed under paragraph 1. of **SECTION II – WHO IS AN INSURED** or a person who has been designated by them to receive reports of occurrences, offenses, claims and "suits" shall have received such notice from the agent, servant or "employee".

2. This endorsement provision M. does not apply when it is shown in the Schedule as not applicable.

N. LIBERALIZATION CLAUSE

If we revise this Commercial General Liability Extension Endorsement to provide more coverage without additional premium charge, your policy will automatically provide the coverage as of the day the revision is effective in your state. This does not apply to provisions that are shown in the Schedule as not applicable.

O. BODILY INJURY REDEFINED

Under **SECTION V – DEFINITIONS**, definition 3. is replaced by the following:

3. "Bodily Injury" means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED CONTRACTORS - PRODUCTS/COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Paragraph 2. under **SECTION II - WHO IS AN INSURED** is amended to include any person or organization when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy, but only with respect to liability for "bodily injury" or "property damage":

1. Caused by "your work" performed for that additional insured that is the subject of the written contract or agreement; and
2. Included in the "products-completed operations hazard".

The insurance provided by this endorsement applies only if the written contract or agreement is executed prior to the "bodily injury" or "property damage".

We have no duty to defend an additional insured under this endorsement until we receive written notice of a claim or "suit" as required in provision b. of Condition 2. Duties In the Event Of Occurrence, Offense, Claim Or Suit under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**

- B. With respect to the insurance provided by this endorsement, the following are added to paragraph 2. Exclusions under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY (SECTION I - COVERAGES)**:

This insurance does not apply to:

1. "Bodily injury" or "property damage" arising out of any act or omission of the additional insured or the additional insured's employees; or
2. "Bodily injury" or "property damage" that occurs prior to you commencing operations at the location where such "bodily injury" or "property damage" occurs.
3. "Bodily injury" or "property damage" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services including:
 - a. The preparing, approving or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawing and specifications; and
 - b. Supervisory, inspection, architectural or engineering activities; or

- C. With respect to the insurance afforded by this endorsement, exclusion I. Damage To Your Work of paragraph 2. Exclusions under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY (SECTION I - COVERAGES)** is replaced by the following:

I. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

- D. With respect to the insurance afforded by this endorsement, the following is added to **SECTION III - LIMITS OF INSURANCE**:

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The Limits Of Insurance applicable to the additional insured are the lesser of:

1. The amount specified in a written contract or written agreement between you and the person or organization described in paragraph A. above, or
2. The amount shown in the Declarations for this Coverage Part.

These Limits of Insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations for this Coverage Part as described in this **SECTION III - LIMITS OF INSURANCE**

E. With respect to the insurance afforded by this endorsement, **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

1. The following is added to condition 2. **Duties In The Event Of Occurrence, Offense, Claims Or Suit:**

An additional insured under the ~~Blanket Additional Insured Contractors - Products Completed Operations~~ endorsement must comply with all the provisions of this condition.

2. With respect to the insurance afforded by this endorsement, provision b. **Excess Insurance** of condition 4. **Other Insurance** is replaced by the following:

4. Other Insurance

b. Excess Insurance

This insurance is excess over any other insurance for which the additional insured qualifies as an insured whether primary, excess, contingent or on any other basis unless the written contract or written agreement between you and the person or organization described above specifically requires that this insurance be provided on either a primary basis or a primary and noncontributory basis.

Forming a part of

Policy Number: CBP 9841274

Coverage is Provided In THE NETHERLANDS INSURANCE COMPANY-A STOCK COMPANY

Named Insured:

FRANK NOVAK & SONS INC
ALLEN PINCHOT
REFER TO NAMED INSURED SCHEDULE

Agent:

DAWSON INSURANCE INC

Agent Code: 0020071

Agent Phone: (440)-333-9000

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule below because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard." This waiver applies only to the person or organization shown in the Schedule below.

SCHEDULE

Name of Person or Organization:

ANY PERSON OR ORGANIZATION WITH WHOM YOU AGREED,
BECAUSE OF A WRITTEN CONTRACT, AGREEMENT OR PERMIT TO
PROVIDE INSURANCE SUCH AS AFFORDED UNDER THIS COVERAGE
PART.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement).

Policy Number: CBP 9641274

Coverage is Provided in THE NETHERLANDS INSURANCE COMPANY-A STOCK COMPANY

Named Insured:

FRANK NOVAK & SONS INC

ALLEN PINCHOT

REFER TO NAMED INSURED SCHEDULE

Agent:

DAWSON INSURANCE INC

Agent Code: 0020071

Agent Phone: (440)-333-9000

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED CONSTRUCTION PROJECT(S)
GENERAL AGGREGATE LIMIT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Projects:

VARIOUS CONSTRUCTION SITES

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement).

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A (SECTION I)**, and for all medical expenses caused by accidents under **COVERAGE C (SECTION II)**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard," and for medical expenses under **COVERAGE C** regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits."
3. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
4. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A (SECTION I)**, and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E. The provisions of Limits Of Insurance (SECTION III) not otherwise modified by this endorsement shall continue to apply as stipulated.

forming a part of

Policy Number: CBP 9541274

Coverage is Provided In THE NETHERLANDS INSURANCE COMPANY-A STOCK COMPANY

Named Insured:

FRANK NOVAK & SONS INC

ALLEN PINCHOT

REFER TO NAMED INSURED SCHEDULE

Agent:

DAWSON INSURANCE INC

Agent Code: 0020071

Agent Phone: (440)-333-9000

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARLIER NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

LIQUOR LIABILITY COVERAGE PART

POLLUTION LIABILITY COVERAGE PART

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Number of Days' Notice 30

(If no entry appears above, information required to complete this Schedule will be shown in the Declarations as applicable to this endorsement.)

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in paragraph 2. of either the CANCELLATION Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following is added to provision a. Primary Insurance of paragraph 4. Other Insurance under SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

However, when an additional insured has been added to this Coverage Part by attachment of an endorsement, we will not seek contribution from the "additional insured's own insurance" provided that:

- (1) You and the additional insured have agreed in a written contract that this insurance is primary and non-contributory; and
- (2) The "bodily injury" or "property damage" occurs, or the "personal and advertising injury" is committed, subsequent to the execution of such contract.

B. For the purposes of this endorsement the following is added to SECTION V – DEFINITIONS:

"Additional insured's own insurance" means other insurance for which the additional insured is designated as a Named Insured.



**Bureau of Workers'
Compensation**

30 W. Spring St.
Columbus, OH 43215

Certificate of Premium Payment

This certifies the employer listed below has paid into the Ohio State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. For more information, call 1-800-OHIOBWC.

This certificate must be conspicuously posted.

Policy No. and Employer

Period Specified Below

78411

01/01/2013 Thru 08/31/2013

FRANK NOVAK & SONS INC
23940 MILES RD
BEDFORD HTS OH 44128-5425



ohiobwc.com

Stephen Bucher
Administrator/CEO

You can reproduce this certificate as needed.

Ohio Bureau of Workers' Compensation

Required Posting

Effective Oct. 13, 2004, Section 4123.54 of the Ohio Revised Code requires notice of rebuttable presumption. Rebuttable presumption means an employee may dispute or prove untrue the presumption (or belief) that alcohol or a controlled substance not prescribed by the employee's physician is the proximate cause (main reason) of the work-related injury.

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



**Bureau of Workers'
Compensation**

You must post this language with the certificate of premium payment.

DP-29 BWC-1629 7/7/08

THE STATE OF OHIO
*** DEPARTMENT OF STATE ***

E544-1389

ANTHONY J. CELEBREZZE, JR.

SECRETARY OF STATE

C E R T I F I C A T E

527868

IT IS HEREBY CERTIFIED THAT THE SECRETARY OF STATE OF OHIO HAS CUSTODY OF THE
RECORDS OF INCORPORATION AND MISCELLANEOUS FILINGS; THAT SAID RECORDS SHOW
THE FILING AND RECORDING OF: AMD TIC CHN OF
FRANK NOVAK & SONS, INC. FORMERLY FJN CORP.

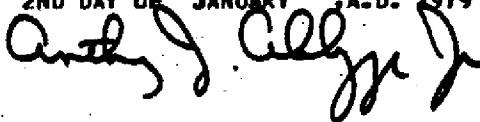
UNITED STATES OF AMERICA
STATE OF OHIO

RECORDED ON ROLL E544 AT FRAME 1390 OF THE
RECORDS OF INCORPORATION AND MISCELLANEOUS FILINGS.

WITNESS MY HAND AS SECRETARY OF STATE,

AT THE CITY OF COLUMBUS, OHIO,

THIS 2ND DAY OF JANUARY A.D. 1979



ANTHONY J. CELEBREZZE, JR.
SECRETARY OF STATE



**CUYAHOGA COUNTY
DEPARTMENT of PUBLIC WORKS**

April 5, 2013

Allen Pinchot
Frank Novak & Sons, Inc.
23940 Miles Road
Cleveland, Ohio 44128

RE: Interior Painting at Various Cuyahoga County Buildings, RQ#26349

Dear Mr. Pinchot:

We are pleased to inform you that an award recommendation is being made to your company for the above mentioned project for \$582,480.00.

Please complete the attached forms and return one (1) original of each form within ten (10) days to the Department of Public Works, 2429 Superior Viaduct, Cleveland, Ohio, 44113, Attention: Julie Conway. The County of Cuyahoga, Ohio will then execute the contract. If possible a sooner response would be appreciated.

A scanned copy of the documents can be emailed to jaconway@cuyahogacounty.us for quicker execution of the contract.

Sincerely

Juliann Conway, Contract Coordinator
Department of Public Works

Encl: Required Contract Documents

cc: B. Teeuwen, M. Dever, A. Conti, G. Cox, T. Sotak, D. Dillion, S. Kosilesky, M. Chambers, C. Jenkins, L. Straka, O. Morales

COVENANT OF NON-DISCRIMINATION

(MUST be completed and submitted with ALL bids or proposals)

Know All Men By These Presents, that I/we, (Allen J. Pinchot),
(VP), (Frank Novak & Sons),
Title(s) Name(s)
Name of Company

(hereinafter "Company"), in consideration of the privilege to submit Bids/Proposals on contracts funded, in whole or in part, by Cuyahoga County, hereby consents, covenants and agrees as follows:

(1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any Bid/Proposal submitted to Cuyahoga County or the performance of any contract resulting from;

(2) That it is and shall be the policy of this Company to provide equal opportunity to all business persons seeking to contact or otherwise interested in contracting with this Company, including various eligible Small Business Enterprises (hereinafter "SBEs");

(3) In connection herewith, I/We acknowledge and warrant that this Company has been made aware of, understands and agrees to make a Good Faith Effort to solicit SBEs to do business with this Company;

(4) That the Covenant of Non-Discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption;

(5) That the Covenant of Non-Discrimination as made and set forth herein shall be and are hereby deemed to be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain; and

(6) That the failure of this Company to satisfactorily discharge any of the Covenant of Non-Discrimination as made and set forth herein shall constitute a material breach of contract entitling Cuyahoga County to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to, cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract.


(Original Signature of Company Representative Identified Above)

3/20/13
(Date)

SBE-2
RQ#26349

SBE SUBCONTRACTOR PARTICIPATION PLAN
(MUST be submitted for EACH SBE Subcontractor Proposer)

(A) TOTAL AMOUNT OF OVERALL CONTRACT BID/PROPOSAL \$ 582,480⁰⁰

CHECK ONE:

SERVICE CONTRACT ☒ SUPPLY CONTRACT ☐ CONSTRUCTION CONTRACT ☐

Painting
BUSINESS NAME OF PRIME BIDDER Frank Novak & Sons (FBE/SBE)

ADDRESS 23940 Miles Road

CITY Cleveland STATE Ohio ZIP CODE 44128

TELEPHONE (216) 475-5440 E-MAIL apincho@franknovak.com

FIRM OWNED BY: ☐ MAJORITY ☐ MINORITY (SPECIFY: _____) ☒ FEMALE

(B) AMOUNT TO BE
SUBCONTRACTED TO SBE:

\$ 0 PERCENT OF TOTAL
OVERALL CONTRACT
BID [(B)/(A)]: 0 %

SCOPE OF WORK PROVIDED BY SBE: N/A

PRIME BIDDER'S NAME Allen J. Pincho TITLE VP
(TYPE OR PRINT)

PRIME BIDDER'S SIGNATURE [Signature] 3-20-13
(DATE OF SIGNATURE)

SBE SUBCONTRACTOR TO BE UTILIZED

(MUST BE CERTIFIED BY THE CUYAHOGA COUNTY OFFICE OF PROCUREMENT & DIVERSITY)

NAME OF SBE SUBCONTRACTOR _____

ADDRESS _____

CITY _____ STATE _____ ZIP CODE _____

AREA CODE () TELEPHONE _____

*****NOTE: SBE MUST BE A COUNTY CERTIFIED SBE*****

THE UNDERSIGNED HERewith AGREES TO SUBCONTRACT WITH THE ABOVE NAMED BIDDER FOR THE ABOVE SAID SERVICE(S) OR
SUPPLY(IES) TO BE FURNISHED TO THE COUNTY.

SBE SUBCONTRACTOR'S NAME _____ TITLE _____
(TYPE OR PRINT)

SBE SUBCONTRACTOR'S SIGNATURE _____
(DATE OF SIGNATURE)



(OPD USE ONLY) Date Sent to Dept: 3/27/2013

Date Received from Dept:

OFFICE OF PROCUREMENT & DIVERSITY

TABULATION OF BIDS RECEIVED OVER \$25,000

DUE DATE: March 20, 2013
 ACQUISITION NUMBER: CT - 13 - 26349
 ACQUISITIONING DEPT.: Public Works - Central Services
Interior Painting at Various County Buildings
 MODITY DESCRIPTION: _____
 CONTRACT PERIOD: _____
 NUMBER OF ITB'S SENT/RETURNED: 3 / 2
 ESTIMATE: \$1,000,000.00
 SBE GOAL: 30%

TO BE COMPLETED BY OPD AND USER DEPARTMENT (P=PROCUREMENT; D=DEPARTMENT)				TO BE COMPLETED BY CONTRACT COMPLIANCE OFFICER					
BIDDER'S NAME & ADDRESS	BID BOND / CHECK	P - ADMINISTRATIVE D-TECHNICAL REVIEW	ACTUAL BID AMOUNT	SBE SUBCONTRACTOR NAME	CCBB	SBE PRIME	TOTAL SBE %	COMPLY Y/N	COMMENTS & INITIALS
nk Novak & Sons, Inc. 940 Miles Road Ireland, Ohio 44128	Bid Bond, 100% - Great American Insurance Company	P: YES - Conf IG# = NO VCF = ok PH= YES 2% match = YES NCA = ok PB = YES	\$582,480.00	Frank Novak Sons, Inc. \$116,496.00 20%		Y	20%	N	No SBE-3 and nm 3/26/13
stra, LLC. 15 Polaris Parkway ite 226 humbus, Ohio 43240	Bid Bond, 100% - AMCO Insurance Company	P: YES - Conf IG# = NO VCF = ok PH= NO 2% match = No NCA = ok PB = NO	\$797,400.00	Athos Contracting \$239,280.00 30%			30%	Y	and nm 3/26/13
3B: Low Non-CCBB Bid: \$ 582,480.00 +20% \$ 11,649.60 = \$ 594,129.60 Does CCBB apply? : Y (N) (*Note: CCBB must meet all bid requirements)									
LOWEST BID REC'D \$ 582,480.00 RANGE OF LOWEST BID REC'D \$ 500,000.00 - \$ 1,000,000.00 PRICE PREF % & \$ LIMIT 10% MAX SBE PRICE PREF \$ 640,738.00 MAX \$ 90,800.00									

3B: Low Non-CCBB Bid: \$582,480.00 +2% \$11,649.60 = \$594,129.60 Does CCBB apply? Y (N)

(*Note: CCBB must meet all bid requirements)

\$8,348.00

MAX SBE PRICE PREF \$640,728.00

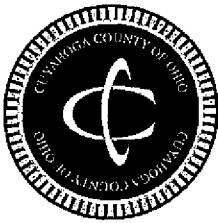
PRICE PREF % & \$ LIMIT 10% max 90,800.00

RANGE OF LOWEST BID REC'D \$500,001 - \$1,000,000.00

MAX SBE PRICE PREF \$640,728.00

OBM APPROVAL (If actual bid exceeds estimate) _____
 DEPARTMENT DIRECTOR SIGNATURE _____
 DEPARTMENT DIRECTOR NAME _____
 DATE _____
 LOW BIDDER NOTIFIED _____
 Tab sheet with SBE Updated 01/29/2013

BONITA C. TEEUWEN



TO: Bonita Teeuwen, Director, Department of Public Works

FROM: Edward FitzGerald, County Executive

DATE: March 8, 2013

SUBJECT: Deputy Chief Approval

Deputy Chief Approval No. DC2013-23

Department of Public Works, submitting specifications and estimate of cost; requesting authority for the Director of the Office of Procurement & Diversity to advertise for bids:

a) on RQ26349 for interior painting at various County building for an estimated cost not-to-exceed \$1,000,000.00 for the period 6/1/2013-5/31/2015.

Edward FitzGerald, County Executive

Approved: _____

2013-03-11 09:07:13

A handwritten signature in black ink, appearing to read 'Ed FitzGerald', is written over a horizontal line. The signature is stylized and includes a flourish at the end.