CUYAHOGA COUNTY STOREFRONT RENOVATION REBATE CONTRACT

between

CUYAHOGA COUNTY

and

BEDFORD PRECISION, INC.

Property Address: 333 Northfield Road Community: Bedford

This Contract, made and entered into this _____ day of _____, 2011, by and between **Cuyahoga County, a political subdivision of the State of Ohio, on behalf of the Cuyahoga County Department of Development ("County"),** and **Bedford Precision, Inc.**, ("Applicant"), a businesses located at 333 Northfield Road in Bedford, Ohio 44146:

1) **SCOPE OF WORK:** The scope of work for this Contract is set forth in the completed Cuyahoga County Storefront Renovation Rebate Application, attached hereto and incorporated herein by reference.

2) **EFFECTIVE DATE OF CONTRACT:** The Contract shall become binding upon the parties concerned when both parties have properly signed the Contract and a written notice of approval has been issued. If a notice of approval is not issued within 90 calendar days of submission of the Applicant's proposal, the Applicant may withdraw its proposal.

3) **TIME FOR PERFORMANCE:** All work to be performed by the Applicant shall be completed in accordance with the Contract **within one hundred-eighty (180) calendar days after the date of the notice of approval**. Notwithstanding the aforesaid, the Applicant is excused from the time of performance requirement if, during the progress of the work, an extension is authorized in writing by the County due to unavoidable casualties, or any other causes completely beyond the Applicant's control.

4) **WORK PRACTICES:** The Applicant is to enter into an agreement with a qualified contractor who is validly licensed, registered, bonded and insured as required by law, to complete all aspects of the work in the Contract. All materials and equipment shall be installed in accordance with the manufacturer's specifications applicable. All labor shall be done by skilled individuals, qualified and competent to perform the best grade of workmanship as usually recognized in the building industry. The work shall also comply with requirements of all current versions of the City of Bedford regulations. Where there is a conflict between this Specification and the City of Bedford regulations or guidelines, the more restrictive or stringent requirements shall prevail.

5) **METHOD OF PAYMENT:** The full Storefront Renovation Rebate amount payable pursuant to this Contract will be paid in one lump sum upon completion of all work to the satisfaction of the City of Bedford and receipt of a completed final report by the Cuyahoga County Department of Development. **No advances or partial payments of the approved rebate amount will be made. No rebate payments will be made for any work completed prior to the approval of this contract.** The Applicant guarantees and warrants that the costs submitted for reimbursement will be actually and legitimately

incurred for work performed by a qualified and competent contractor on improvements outlined in the Cuyahoga County Storefront Renovation Rebate Application and accompanying documentation.

Payment will be mailed directly to the Applicant at the address of record within 30 days after receipt of the completed final report.

6) **SUBSTITUTIONS/CHANGES:** All changes in the Contract (material, labor, etc.) shall be approved in advance by the County and the City of .

7) **UTILITIES:** The contract price is based on the Applicant using, at no cost, existing utilities such as light, heat, power and water necessary to the completion of the work. Applicant warrants that costs for utility usage shall neither be submitted for reimbursement by the Applicant, nor paid by the County.

8) **PERMITS/LICENSES:** All permits and licenses necessary for the completion and execution of the work shall be secured and paid for by the Applicant. All work shall be performed in conformance with all applicable federal, State, and local laws, regulations, codes and requirements. If the Applicant's chosen contractor performs contrary to such laws, ordinances, etc., Applicant shall bear all costs to correct the work. Applicant's contractor shall secure Worker's Compensation insurance for all of its employees as required by law and submit a Worker's Compensation Certificate to the City of prior to beginning any work.

9) **INSPECTION OF WORK:** The County and the City of shall at all times have access to the work. If such work should be found not in accordance with this contract the County may declare the Applicant in default.

10) **DEFAULT AND TERMINATION FOR CAUSE:** In case the Applicant fails to execute work in accordance with the provisions of the Contract, or fails to proceed with or complete the work within the time specified in the Contract, or if the provisions of the Contract are otherwise violated by the Applicant, then in any case upon ten (10) days written notice to the Applicant, the County shall have the right to declare Applicant in default in the performance of his obligations under Contract. Said notice shall contain the reason for the County's intent to declare Applicant in default and shall further provide that unless the violation shall cease, or arrangements satisfactory to the County shall be made for its correction within ten (10) days after service of said notice, the Applicant, by written notice, may be declared in default. If Applicant is declared in default of the terms of the Contract, Applicant shall be ineligible for the Storefront Renovation Rebate.

11) **PUBLIC RECORDS:** Applicant acknowledges that County is a political subdivision in the State of Ohio and as such is subject the Ohio Revised Code and other law related to the keeping and access to Public Records, including any and all applicable Sunshine Laws, open meeting requirements, and retention schedules effecting any and all manner of communication with the County and any and all documents in any format or media.

12) **APPLICABLE LAWS:** Applicant agrees that in the performance of this contract, there shall be no discrimination against any person because of sexual orientation, race, color, sex, religion, or national origin as provided in Title VII of the Civil Rights Act, the Laws of the State of Ohio, County of Cuyahoga, City of and any such violations thereof

thereof shall be deemed a breach of this Agreement. Applicant further acknowledges that all County contracts are subject to all applicable County ordinances, including, but not limited to, the Cuyahoga County Ethics Ordinance, Cuyahoga County Inspector General Ordinance, and the Cuyahoga County Contracting Ordinance, and Applicant agrees to comply with all such ordinances as an integral part of this Agreement. Copies of all County ordinances are available on the County Council's web site at http://council.cuyahogacounty.us/.

13) **VENUE:** This Agreement shall be construed and enforced in accordance with the laws of the State of Ohio applicable to agreements of this nature and County and Applicant hereby consent to the jurisdiction and venue in Cuyahoga County in said State of Ohio.

14) **ELECTRONIC SIGNATURE CLAUSE:** By entering into this Contract or by submitting a bid or a proposal, I agree on behalf of the contracting or submitting business entity, its officers, employees, sub Applicants, sub grantees, 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.

Contract Time of Performance: 2/8/2012 through 8/6/2012

Having read the Terms and Conditions and having examined the attached specifications, for the considerations named therein, the Applicant agrees to have completed the work listed in the Cuyahoga County Storefront Renovation Rebate Application, attached hereto and incorporated herein by reference, at the property address stated above, in order to be rebated the amount of $6,100.

Bedford Precision, Inc.
333 Northfield Road
Bedford, Ohio 44146

Cuyahoga County
Department of Development
1701 East 12th Street, 1st Floor
Cleveland, OH 44114

Edward FitzGerald, County Executive

John Diezic
Applicant

2012-04-26 15:01:10
County Executive or Designee

Prod Owner
Title

Title of Designee

10/31/11
Signature Date

Signature Date