



**CUYAHOGA COUNTY
STOREFRONT RENOVATION REBATE CONTRACT**

between

CUYAHOGA COUNTY

and

Marlison Holdings Company LLC

Property Address : 1467 West Bagley Road

Municipality : Berea, Ohio

This Contract, made and entered into this ____ day of _____, 2012, by and between **Cuyahoga County, a political subdivision of the State of Ohio, on behalf of the Cuyahoga County Department of Development** (the County), and Marlison Holdings Company LLC ("Applicant") for a business located at 1467 West Bagley Road in the City of Berea, Ohio 44017.

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 when the County officially approves, and all parties concerned, properly sign the Contract. After the Department of Development (DoD) has processed the application, official approval will be sought from the County Contracts and Purchasing Board, with a final signature from the County Executive or designee. Upon approval, a Proceed Order will then be emailed by the DoD to the Municipal Official and the Applicant. If the application is denied, a Notice of Explanation will be emailed to both parties. The Proceed Order date will represent the effective date of the contract. If a Proceed Order is not issued within 90 calendar days of the application submission, the Applicant has the option to withdraw the application.
3. **TIME FOR PERFORMANCE:** All work performed by the Applicant shall be completed in accordance with the Contract termination date.
4. **WORK PRACTICES:** The Applicant will enter into an agreement with a qualified contractor who has a valid license, is registered, bonded and insured (liability and worker's comp) 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 applicable specifications. Skilled individuals, qualified and competent to perform the best grade of workmanship as usually recognized in the building industry, shall complete all labor. The work shall also comply with requirements of all current versions of the City of Berea's regulations. Where there is a conflict between this specification and the City of Berea's regulations or guidelines, the more restrictive or stringent requirements shall prevail.

5. **METHOD OF PAYMENT:** The Cuyahoga County Department of Development will pay the full Storefront Renovation Rebate amount payable pursuant to this Contract in one lump sum upon completion of all work to the satisfaction of the City of Berea and receipt of a completed final report. **No advances or partial payments of the approved rebate amount will issued. No rebate payments will issued for any work completed prior to the approval of this contract.** The Applicant guarantees and warrants that the costs submitted for reimbursement will be actual 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 shall be mailed directly to the Applicant, at the address of record, within 4-6 weeks after receipt of the completed final report by the municipality's Economic Director or Designee.

6. **SUBSTITUTIONS/CHANGES:** It is not the desire of the County to exclude any products or materials of equal or greater merit to those specified herein. Trade names are designated to establish the quality desired. Applicants wishing to make substitutions under the provisions 'of, or equal to' will provide the County with complete information and samples when required prior to the commencement of the work. The above changes or substitutions do not qualify for a contract amendment. Said changes must not alter the terms of the prior approved, contracted amount for reimbursement.
7. **UTILITIES:** The contract price is based on the contractor using, at no cost, existing utilities such as light, heat, power and water necessary for the completion of the work. Applicant warrants that costs for utility usage shall neither be submitted for reimbursement by the Applicant, nor paid for 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 and/or contractor prior to the commencement of work. All work shall be performed in compliance with all applicable federal, state, and local laws, regulations, codes and requirements. If the Applicant's chosen contractor performs contrary to such laws and ordinances, 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 Berea prior to beginning any work.
9. **INSPECTION OF WORK:** The County and the City of Berea shall have access to the work at all times. If work should be found that is not in accordance with this contract, the County may declare the Applicant in default.
10. **DEFAULT AND TERMINATION FOR CAUSE:** If 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 and/or contractor, then in any case, upon ten (10) days written notice to the Applicant, the County shall have the right to declare the Applicant in default in the performance of their obligations under said contract. The notice shall contain the reason for the County's intent to declare the 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 the Applicant is declared in default of the terms of the contract, the Applicant shall be ineligible for the Storefront Renovation Rebate.

- 11. PUBLIC RECORDS:** The Applicant acknowledges that the County is a political subdivision in the State of Ohio, and as such is subject to the Ohio Revised Code and other laws related to the keeping of and access to Public Records, including any and all applicable Sunshine Laws, open meeting requirements and retention schedules affecting 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 due to 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 Berea. Any such violations thereof shall be deemed a breach of this Agreement.
- 13. VENUE:** This Agreement will be construed and enforced in accordance with the laws of the State of Ohio, applicable to agreements of this nature. The County and the Applicant hereby consent to the jurisdiction and venue in Cuyahoga County, in said State of Ohio.
- 14. APPLICABLE ORDINANCES:** This Agreement shall be subject to all applicable County ordinances, including, but not limited to the County Ethics Ordinance, the County Inspector General Ordinance and the County Contracts and Purchasing Board Ordinance. The Applicant shall comply with all County 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>.
- 15. ELECTRONIC SIGNATURE CLAUSE:** By entering into this Contract or by submission of a bid or 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 said document. I also agree, on behalf of the aforementioned entities and persons, that I am bound by the provisions of chapters 304 and 1306 of the Ohio Revised Code as they pertain to electronic transactions, and will comply with the electronic signature policy of Cuyahoga County.

Contract Time of Performance: December 1, 2012 – September 30, 2013.

Please complete the contract on the next page.

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

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 \$ 5,140.00.

Cuyahoga County Dept. of Development

1701 East 12th Street, 1st Floor

Cleveland, OH 44114

X David M. Smith
Applicant

Edward FitzGerald, County Executive

Ed FitzGerald
County Executive or Designee
2012-12-17 09:12:33

owner
Title

Title of Designee

OCT 3, 2012
Signature Date

Signature Date