



CUYAHOGA COUNTY
STOREFRONT RENOVATION REBATE CONTRACT
Between
CUYAHOGA COUNTY
And
BWZ, LLC.

THIS CONTRACT made and entered into this ____ day of _____, 2013 by and between CUYAHOGA COUNTY, OHIO, (the "County"), on behalf of The Department of Development and BWZ, LLC. *MJT*
a SHOOTING RANGE AND TRAINING CENTER, with principal office located at 26870 ELMWOOD DRIVE, WESTLAKE, Ohio 44145, (the "Owner").

WHEREAS, such activities to be performed include exterior renovation of the property located at 1267 WEST BAGLEY ROAD, BEREA, Ohio 44017.

NOW, THEREFORE, for the consideration of mutual promises hereinafter set forth, the County and the Owner agree as follows:

ITEM I – 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.

ITEM II – TIME OF PERFORMANCE:

The services are to commence August 15, 2013 and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this Agreement, but in any event, all of the services required herein shall be completed by no later than August 14, 2014. *MJT*

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. The Contract shall become binding when all parties concerned, properly sign the Contract and the County officially approves.

ITEM III - WORK PRACTICES:

The owner will enter into an agreement with a qualified contractor who is registered, bonded and insured (liability and worker's comp) as required by Cuyahoga County, to complete all aspects of the work in the Contract. The work shall comply with requirements of all current versions of the CITY of BEREA Building code.

ITEM IV – METHOD OF PAYMENT

Owner 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. Cuyahoga County will provide the requested Storefront Renovation Rebate amount

pursuant to this Contract in one lump sum upon receipt of a completed final report stating completion of all work to the satisfaction of the CITY of BEREA. No advances or partial payments of the approved rebate amount will be issued. No rebate payments will be issued for any work completed prior to the County's issuance of a notice to proceed. The Payment shall be mailed directly to the Owner, at the address of record, within 4-6 weeks after receipt of the completed reimbursement request.

ITEM VI - CONDITIONS

1. **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. Owners wishing to make substitutions under the provisions 'of, or equal to' will provide the County with complete information when required prior to the commencement of the work. Said changes must not alter the terms of the prior approved, contracted amount for rebate.
2. **UTILITIES:** The contract price is based on the Owner using, at no cost, existing utilities such as light, heat, power and water necessary for the completion of the work. Owner warrants that costs for utility usage shall neither be submitted for reimbursement by the Owner, nor paid for by the County.
3. **PERMITS/LICENSES:** All permits and licenses necessary for the completion and execution of the work shall be secured and paid for by the Owner 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 Owner's chosen contractor performs contrary to such laws and ordinances, Owner shall bear all costs to correct the work. Owner's contractor shall secure Worker's Compensation insurance for all of its employees as required by law.
4. **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 Owner in default.
5. **DEFAULT AND TERMINATION FOR CAUSE:** If the Owner 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 Owner and/or contractor, then in any case, upon ten (10) days written notice to the Owner, the County shall have the right to declare the Owner 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 Owner 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 Owner, by written notice, may be declared in default. If the Owner is declared in default of the terms of the contract, the Owner shall be ineligible for the Storefront Renovation Rebate.
6. **PUBLIC RECORDS:** The Owner 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.
7. **APPLICABLE LAWS:** Owner 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,

and CITY _____ of BERE A _____. Any such violations thereof shall be deemed a breach of this Agreement.

8. 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 Owner hereby consent to the jurisdiction and venue in Cuyahoga County, in said State of Ohio.

9. 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 Owner 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>.

10. MANDATORY INSURANCE REQUIREMENTS: The Owner shall procure, maintain and pay premiums for the insurance coverage and limits of liability indicated below with respect to products, services, work and/or operations performed in connection with this Contract.

1. The following three items (Worker's Compensation Insurance, Commercial General Liability Insurance, and Business Automobile Liability Insurance) are all mandatory requirements unless otherwise specified.

(a) Worker's Compensation Insurance as required by the State of Ohio. Such insurance requirement may be met by either purchasing coverage from the Ohio State Insurance Fund or by maintaining Qualified Self-Insurer status as granted by the Ohio Bureau of Workers Compensation (BWC).

For Contractors with employees working outside of Ohio, Worker's Compensation Insurance as required by the various state and Federal laws as applicable including Employers' Liability coverage with limits of liability not less than:

\$1,000,000 each accident for bodily injury by accident;

\$1,000,000 each employee for bodily injury by disease;

\$1,000,000 policy limit for bodily injury by disease.

Such insurance shall be written on the National Council on Compensation Insurance (NCCI) form or its equivalent.

(b) Commercial General Liability Insurance with limits of liability not less than:

\$1,000,000 each occurrence bodily injury & property damage;

\$1,000,000 personal & advertising injury;

\$2,000,000 general aggregate;

\$2,000,000 products/completed operations aggregate.

Such insurance shall be written on an occurrence basis on the Insurance Services Office (ISO) form or its equivalent.

(c) Business Automobile Liability Insurance covering all owned, non-owned, hired, and leased vehicles. Such insurance shall provide a limit of not less than \$1,000,000 combined single limit (bodily injury & property damage) each accident;

Such insurance shall be written on an occurrence basis on the Insurance Services Office (ISO) form or its equivalent.

Note: If the services required under this Contract include the repairing, servicing, parking or storing of vehicles, then the following insurance coverage shall also be required:

Garage keepers Legal Liability Insurance with a limit of not less than \$1,000,000 combined single limit (bodily injury & property damage) each accident.

2. Additional Insurance Coverage

Each of the following eight items may be required "in addition to" the mandatory County insurance requirements set forth above. Although these coverages may not be listed as mandatory County insurance requirements, it is at the County's discretion to mandate these coverages where deemed necessary based on the nature of the contracted services/products.

- (d) Umbrella/Excess Liability Insurance with limits of liability not less than:
\$5,000,000 each occurrence
\$5,000,000 general aggregate
\$5,000,000 products/completed operations aggregate

Such insurance shall be written on an occurrence basis and shall sit in excess of the limits and terms set forth in the preceding items (a)-(c).

- (e) All Risk Equipment Insurance covering all risk of physical damage to equipment provided for use by Contractor.

- (f) Professional Liability Insurance/Errors & Omissions Liability Insurance providing coverage for claims arising out of the provision of design, architectural, engineering and/or other professional services with a limit of liability not less than:
\$5,000,000 per claim;
\$5,000,000 aggregate.

Such insurance may be written on either an occurrence or claims-made basis. However, if written on a claims-made basis, the claims-made retroactive date on the policy shall be prior to the commencement of any design, architectural, engineering or other professional activity related to this Contract.

- (g) Pollution Legal Liability Insurance (including Contractors Pollution Liability Insurance, if applicable) with a limit of liability not less than:

\$1,000,000 per claim;
\$1,000,000 aggregate.

Such insurance may be written on either an occurrence or claims-made basis, however, if written on a claims made-basis, the claims-made retroactive date on the policy shall be prior to the commencement of any work related to this Contract.

- (h) Liquor Liability Insurance with a limit of liability not less than:
\$1,000,000 per occurrence;
\$1,000,000 aggregate.

(i) Aviation Liability Insurance covering the use and maintenance of all owned and non-owned aircraft of any type with a limit of liability not less than:
\$10,000,000 per occurrence;
\$10,000,000 aggregate.

(j) Marine Liability Insurance covering the use and maintenance of all owned and non-owned watercraft with a limit of liability not less than:
\$5,000,000 per occurrence;
\$5,000,000 aggregate.

(k) Builders Risk Insurance on an All Risks Property Coverage Form covering damage to buildings or other structures while under construction or renovation including materials and fixtures whether or not yet incorporated into the buildings or other structures.

Insurance Coverage Terms and Conditions

1. The insurance policies of the Contractor required for this contract, with the exception of the All Risk Equipment Insurance and Errors & Omissions Insurance, shall each name the "County of Cuyahoga, Ohio and its employees" as an Additional Insured and shall contain the following provisions:

(i) Thirty (30) days prior notice of cancellation or material change;

(ii) A waiver of subrogation wherein the insurer(s) waives all rights of recovery against the County.

2. The insurance required for this contract shall be provided by insurance carrier(s) licensed to transact business and write insurance in the state(s) where operations are performed and shall carry a minimum A.M. Best's rating of A VII or above.

3. These insurance provisions shall not affect or limit the liability of the Contractor stated elsewhere in this Contract or as provided by law.

4. The Contractor shall require any and all of its subcontractors to procure, maintain, and pay premiums for the insurance coverages and limits of liability outlined above with respect to products, services, work and/or operations performed in connection with this Contract.

5. The County reserves the right to require insurance coverages in various amounts or to modify or waive insurance requirements on a case-by-case basis whenever it is determined to be in the best interest of the County.

6. If the Bid/Proposal/RFQ specifies the need for higher limits of liability for any applicable insurance provision, the Bid/Proposal/RFQ specifications shall govern.

7. The Contractor shall furnish a Worker's Compensation Certificate and Certificate of Insurance evidencing the insurance coverages required herein are in full force and effect. Acceptance of a non-conforming certificate of insurance by the County shall not constitute a waiver of any rights of the parties under this Contract.

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 Owners, 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.

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Having read the Terms and Conditions and having examined the attached specifications, for the considerations named therein, the Owner 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 \$ 6,230.00.

James L. Lapan, Reg. Member
Owner

Edward FitzGerald, County Executive

Ed FitzGerald
2013-08-19 09:16:31
County Executive or Designee

June 24, 2013
Signature Date

Signature Date

Sworn to and subscribed before me this 24 day of May, 2013

K.A. Jorjic
K.A. Jorjic, Notary Public, State of OH
County of Cuyahoga
Commission expires 4/26/16