

## AGREEMENT

THIS AGREEMENT (this "Agreement") made and entered into this \_\_\_th day of January, 2018, by and between DHI Renovations (the "Contractor"), and the City of Lakewood (the "City").

NOW, THEREFORE, in consideration of the mutual promises herein contained, the Contractor and the City hereby agree as follows:

ARTICLE 1. The Contractor, to the satisfaction of the City, shall provide all necessary materials, tools and equipment, and all utility and transportation services, and perform all labor, coordination and supervision necessary to complete in a satisfactory manner all the **work for the Rehabilitation of 1477 St. Charles Avenue, Lakewood Ohio** as set forth in the **Bid Forms dated September 16, 2017**, including any and addenda thereto in strict accordance with the contract documents on file in the office of the Division of Purchasing, including but not limited to the Plans and Specifications prepared by the Division of Community Development ("the Architect"). The City reserves the right to accept any alternates bid upon or proposed as provided in the Contract Documents. All materials shall be of like appearance and quality and subject to City's approval.

ARTICLE 2. Except for any submittals which the Contractor is required to provide by the Contract Documents, the City shall furnish the Contractor such further drawings or explanations as may be necessary to detail and illustrate the work to be done. The Contractor shall conform to any drawings or explanations provided by the Contractor. It is mutually understood and agreed that all Plans and Specifications are and remain the property of the City.

ARTICLE 3. No extras, additions, or alterations shall be made to the work shown or described by the Contract Documents, including but not limited to plans and specifications, except upon the written change order, and when so made, the value of the work added or omitted shall be computed in accordance with the Contract Documents and approved by the City, and the amount so ascertained shall be added to or deducted from the contract price. No modification, amendment or alteration shall be made in or to the Contract Documents, except by change order in accordance with the Contract Documents.

ARTICLE 4. The Contractor shall complete all work, as detailed in Exhibit A, to be performed under the contract for **1477 St. Charles Ave., Lakewood, Ohio within 30 Days after the notice to proceed with work**, unless an extension of time is granted by the City in accordance with the Contract Documents.

ARTICLE 5. Upon failure by the Contractor to have all Work to be performed under the contract completed within the period above mentioned, then the Contractor shall forfeit and pay,

or cause to be paid, to the City as liquidated damages, the sum of Seven Hundred Dollars (\$700) per day, for each and every calendar day thereafter such work remains in an unfinished condition.

ARTICLE 6. The Contractor shall be held liable for any incidental damages suffered by the City as a result of Contractor's breach including expenses reasonably incurred in the inspection, receipt, transportation, and care and custody of goods rightfully rejected, any commercially reasonable charges, expenses, or commissions in connection with effecting cover and any other reasonable expense incident to the delay or other breach.

ARTICLE 7. The Contractor shall provide that eight hours shall constitute a day's work and that the prevailing wage rate of the locality as determined by the Department of Industrial Relations of the State of Ohio shall control the contract wages as stipulated in Chapter 4115, Ohio Revised Code.

ARTICLE 8. Contractor shall perform the rehabilitation of **1477 St. Charles Avenue, Lakewood Ohio 44107**, including all materials and labor for an amount not to exceed **tdollars and zero cents**. Such sum shall be paid in current funds by the City upon payment requests issued by the Contractor and approved by the City or authorized representative and proportioned by item to agree with the total amount of the contract. Any additional work or payment for such work shall be subject to prior written consent in the form of a change order issued by City.

When the major portion of the contract is substantially complete and occupied, or in use, or otherwise accepted, and there exists no other reason to withhold retainage, the retained percentages held in connection with such portion will be released and paid to the Contractor, withholding only that amount necessary to assure completion. The balance of funds in the project shall be paid to the Contractor within thirty days from the date of completion or either acceptance or occupancy by the City, provided however, that nothing in the contract shall be construed to create an obligation or incur a liability against the City in excess of any encumbrances issued to support the contract or in excess of the contract price, as modified by all change orders.

This contract shall be fifty percent completed when the Contractor has been paid pursuant to the contract, an amount equal to fifty percent of the total cost of the labor and materials of the contract. The Contractor shall promptly make payment to all subcontractors and material suppliers. The Contractor further agrees not to withhold a larger percentage of subcontractors' and material supplier's payments, than the percentage of the Contractor's payments retained by the City. No partial or progress payment made by the City to the Contractor shall be construed as evidence of, or represent, to actual Work performed or material delivered or installed as of the date of approval of payment of said partial or progress payment.

ARTICLE 8. If at any time there should be evidence of any lien or claim for which, if established, the City may become liable and which is chargeable to the Contractor, the City or

the authorized representative shall cause to be retained an amount equal to the lien or claim from subsequent payments due the Contractor, as required by Section 1311.25, et seq., Ohio Revised Code or other applicable provisions of the Ohio Revised Code, for the purpose of securing such lien or claim. Should there prove to be any such claim after payments are made, the Contractor shall refund to the City, a sum of money equal to the sum of all monies that the City may be compelled to pay, other than from funds retained from the Contractor, in discharging any lien or claim on the premises made obligatory by the Contractor's actions.

ARTICLE 9. No certificate of payment, no provision in the contract documents, and no partial or entire occupancy of the premises by the City shall constitute an acceptance of work not done in accordance with the contract documents or relieve the Contractor of liability in respect to any express or implied warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage resulting therefrom, which shall appear within a period of one year from the date of final acceptance of the work.

ARTICLE 10. Note: Each party to this transaction recognizes that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the ultimate purchaser of goods and services; in this instance the ultimate purchaser is the City. Therefore, the following assignment is made:

For good cause and as consideration for executing the contract and intending to be legally bound, the Contractor, acting herein by and through the person signing this contract on behalf of the Contractor as a duly authorized agent, hereby assigns, sells, conveys and transfers to the City any and all right, title and interest in and to any and all claims and causes of action the Contractor may have or hereafter acquire under the antitrust laws of the United States of America or the State of Ohio, PROVIDED that the claims or causes of action relate to the particular goods, products, commodities, intangibles, or services purchased, procured, or acquired by or rendered to, the City pursuant to the contract, and EXCEPT as to any claims or causes of action which result from antitrust violations commencing after the price is established under the contract and which are not passed on to the City under an escalation clause, Change Order, or through some other means. In addition, the Contractor warrants and represents that the Contractor will require any and all of the Contractor's subcontractors and first-tier suppliers to assign any and all federal and state antitrust claims and causes of action to the City, subject to the provision and exception stated above. The provisions of this article shall become effective at the time the City awards or accepts the contract, without further acknowledgment by any of the parties.

ARTICLE 11. The parties for themselves, their heirs, executors, administrators, successors and assigns do hereby agree to the full performance of the covenants herein contained.

ARTICLE 12. The City hereby appoints the Director of Planning and Development as the authorized representative for all uses and purposes under the contract. In the absence or unavailability of the Director of Planning and Development, the designee of the Director of Planning and Development may serve as the authorized representative for all uses and purposes under the contract.

ARTICLE 13. The Contractor hereby agrees to take direction from the Architect and the authorized representative and cooperate with the architect, the authorized representative and all other persons involved in the project.

ARTICLE 14. The contract and any modifications, amendments or alterations thereto shall be governed, construed and enforced by and under the laws of the State of Ohio.

ARTICLE 15. Contractor shall defend, indemnify and hold the CITY, its officers, its officials, agents and employees, completely harmless from and against any and all liabilities, losses, suits, claims, judgments, fines or demands of every kind and nature (including all reasonable costs for investigation, reasonable attorney's fees, court costs and expert fees) arising out of, or as a consequence of, or incidental to the negligent and or intentionally wrongful acts and omission of Contractor, Contractor's officers, agents, employees, consultants, sub consultants, licensees or invitees, in the performance or non-performance of their services under this Contract, including, but not limited to any engineering, design, or construction defects and any damage to adjacent properties and upon notice from the City of any claim or liability which the City reasonably believes to be covered under this provision. Contractor further agrees to hold City, its officers, officials, agents and employees harmless from any and all liabilities, losses, suits, claims, judgments, fines or demand of every kind and nature arising by reason of any claims or alleged claims of discrimination arising out of, or as a consequence of, or incidental to Contractor's negligence in the performance or non-performance of Contractor's services under this contract and upon notice from the City of any claim or liability which the City reasonably believes to be covered under this provision. Contractor shall defend the City in all suits brought upon any and all such claims described herein, and shall pay all costs and expenses incidental thereto. This paragraph shall survive expiration or early termination of this contract.

Contractor shall defend all suits brought upon such claims and lawsuits and shall pay all costs and expenses incidental thereto, but the City shall have the right, at its option, to participate in the defense of the suit, without relieving Contractor of any of its obligations hereunder. This paragraph shall survive expiration or early termination of this Contract.

ARTICLE 16. The Contract Documents consist of this Agreement, the Notice to Bidders, the Instructions to Bidders, the Bid Form, the Substitution Sheet, the Non-Collusion Affidavit, the Bid Guaranty and Contract Bond, the General Conditions, the Plans and Specifications, the Prevailing Wage Rates, the Bidder Qualification Statement, the MacBride Principles Disclosure

Statement, the Insurance Requirements Checklist, and any Supplementary Conditions, Special Conditions, Addenda and Change Orders. The Contract Documents form the contract between the City and the Contractor, are incorporated by reference into this Agreement to be as fully a part of this Agreement as if attached hereto or fully rewritten herein, and shall remain in effect during the term of the contract.

ARTICLE 17. The Contract Documents constitute the entire agreement between the City and the Contractor and supersede any prior agreements or understandings, written or oral.

ARTICLE 18. If any term or provision of the contract or the application thereof to any person or circumstance, is finally determined including any appeal taken, to be invalid or unenforceable by a court of competent jurisdiction, the remainder of the contract or the application of such term or provision to other person or circumstances, shall not be affected thereby, and each term and provision of the contract shall be valid and enforced to the fullest extent permitted by law.

ARTICLE 19. This Agreement has been executed in several counterparts, each of which shall constitute complete original Agreements which may be introduced in evidence or used for any other purpose without production of any other counterparts.

IN WITNESS WHEREOF, the parties hereto have set their hands to as of the day and year first above mentioned.

CITY OF LAKEWOOD

CONTRACTOR: DHI RENOVATIONS

BY: [Signature]  
Director of Planning and Development

BY: [Signature]  
(insert title OWNER )

Date: 1-18-18

Date: 1-18-18

Approved as to legal form:

[Signature]  
Jennifer L. Swallow, Chief Asst. Law Director

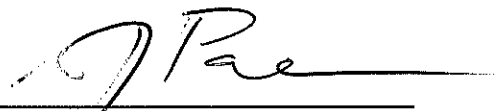
**CERTIFICATE OF FUNDS**

In the matter of:                      Agreement with: DHI Renovations

IT IS HEREBY CERTIFIED that the moneys required to meet the obligations of the City of Lakewood under the foregoing Agreement have been lawfully appropriated for such purposes and are in the treasury of the City of Lakewood or are in the process of collection to an appropriate fund, free from any previous encumbrances.

Dated: Jan 19, 2018

**CITY OF LAKEWOOD**

By:   
Director of Finance

**CERTIFICATE OF VENDOR REGISTRATION**

In the matter of: Rehabilitation of <sup>1477</sup>~~1461~~ St. Charles Avenue ~~and 1472 Belle Avenue,~~  
Lakewood Ohio

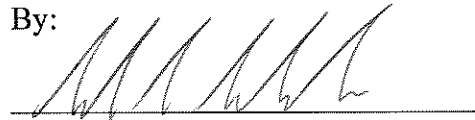
Agreement with: DHI Renovations

IT IS HEREBY CERTIFIED that the registration required to meet the obligations of the City of Lakewood under the foregoing Agreement have been lawfully performed for such purposes and are in the Building Department of the City of Lakewood.

Dated: 1/18, 2018

CITY OF LAKEWOOD

By:



Building Commissioner

**NON-COLLUSION AFFIDAVIT**

State of Ohio

County of Cuyahoga, SS

Doug Montgomery (the "Affiant"), being first duly sworn according to law states:

- 1. Individual Only: That the Affiant is an individual doing business under the name of DHI Renovation in the City of Lakewood, State of Ohio;

Partnership Only: That the Affiant is the duly authorized representative of a partnership doing business under the name of \_\_\_\_\_ in the City of \_\_\_\_\_, State of \_\_\_\_\_;

Corporation Only: That the Affiant is the duly authorized, qualified and acting \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_; and that the Affiant of the partnership or corporation referred to above, as applicable, is filing herewith a bid to the City of Lakewood in conformity with the Contract Documents;

- 2. Individual Only: Affiant further states that the following is a complete and accurate list of the names and addresses of all persons interested in the contract for which the bid is being filed:

Doug Montgomery  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_



Affiant further states that the following attorneys represent Affiant:

Partnership Only: Affiant further states that the following is a complete and accurate list of the names and addresses of the members of the partnership:

N/A  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Affiant further states that the following attorneys represent the partnership:

3. Corporation Only: Affiant further states that the following is a complete accurate list of the officers, directors and attorneys of the corporation:

President -	Vice President -
Secretary -	Treasurer -
Attorneys -	Directors -

and, that the following officers are dully authorized to execute contracts on behalf of the corporation:

N/A  
\_\_\_\_\_

4. Affiant further states that the bid filed herewith is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or fraudulent; that the Bidder has not directly or indirectly, induced or solicited any other Bidder to file a fraudulent bid, and has not, directly or indirectly, colluded, conspired, connived, or agreed with any Bidder or anyone else to file a fraudulent bid or to refrain from bidding; that the Bidder has not in any manner directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of the Bidder or of any other Bidder, or to fix any overhead, profit, or cost element of such bid price or that of any other Bidder, or to secure any advantage against the City or anyone interested in the contract for which the bid is filed; that all statements contained in the bid are true; that the Bidder has not directly or indirectly submitted the Bidder's bid price or any breakdown thereof of the contents thereof, or divulged information or data relative thereto, or paid or agreed to pay, directly or indirectly any money, or other valuable consideration for assistance or aid rendered or to be rendered in procuring or attempting to procure the contract above referred to, to any corporation, partnership, company, association, organization, or to any member or agent thereof, or to any other individual, except to such person or persons as herein disclosed to have a partnership or other financial interest with said Bidder; and that the Bidder will not pay or agree to pay, directly or indirectly, any money or other valuable consideration to any corporation, partnership, company, association, organization or to any member or agent thereof, or to any other individual, for aid or assistance in securing the contract above referred to in the event the same is awarded to

Doug Montgomery (DHI Renovation) ;  
(Name of Bidder)

Further Affiant says not.

Doug Montgomery  
Affiant

Sworn to before me and subscribed in my presence this 18<sup>th</sup> day of January, 2018.



JOHANNA SCHWARZ  
Notary Public, State of Ohio  
Cuyahoga County  
My Commission Expires  
February 24, 2020

Johanna Schwarz  
Notary Public

# INSURANCE REQUIREMENTS CHECKLIST

Items marked "X" must be provided.

COVERAGE REQUIRED

MINIMUM LIMITS REQUIRED

- |              |  |   |
|--------------|--|---|
| <u>  X  </u> | GENERAL LIABILITY<br>(The following coverage must be included)   | \$ <u>1,000,000</u> Per Occurrence                        |
|              | Premises-Operations  | \$ <u>1,000,000</u> General Aggregate                     |
|              | Independent Contractors/Subs   | Collapse (C)  |
|              | Broad Form Contractual   | Underground (U)   |
|              | Broad Form Property Damage   | Personal Injury   |
|              | Explosion (X)  | Products-Completed Operations                             |
|              |  | Fire Legal Liability                                      |
|              |  | Employer's liability (Ohio Stop Gap)                      |
| <u>    </u>  | UMBRELLA LIABILITY<br>Extending over all Liability Programs  | \$ _____  |
| <u>    </u>  | AUTOMOBILE LIABILITY<br>Owned, Hired, and Non-Owned<br>Employee Non-Ownership                          | \$ _____ Per Occurrence                                   |
| <u>  X  </u> | WORKERS' COMPENSATION  | NOTE: Waived if Sole Proprietor                           |
|              | <u>  X  </u> Workers' Compensation coverage in compliance with the Statutory laws of the State of Ohio |   |
| <u>    </u>  | PROFESSIONAL LIABILITY   | \$ _____  |
| <u>    </u>  | BUILDER'S RISK   | _____ 100% Completed Value                                |
| <u>    </u>  | INSTALLATION FLOATER   | _____ 100% Installed<br>Replacement Value                 |
| <u>    </u>  | FLOOD INSURANCE  | _____ 100% Completed Value or<br>Maximum of Flood Program |
| <u>    </u>  | ENVIRONMENTAL IMPAIRMENT LIABILITY   | \$ _____  |
| <u>    </u>  | EMPLOYMENT PRACTICES LIABILITY   | \$ _____  |

The certificate of insurance must show the "City of Lakewood" as a named additional insured & give sixty (60) days prior written notice of cancellation, non-renewal, or adverse change to the City of Lakewood.

\*\*\*\*\*

### Statement of Bidder and Insurance Agent

We understand the requirements requested and agree to fully comply.

\_\_\_\_\_  
Bidder

\_\_\_\_\_  
Insurance Agency

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature



12650 DETROIT AVENUE ■ 44107 ■ 216-529-6075 ■ 216-529-6806

Reference No. BC-18-007

January 2, 2018

Board of Control  
City of Lakewood, Ohio 44107

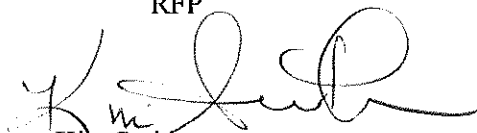
**Subject: Award Contract – Rehabilitation of Single-Family Home at 1477 St. Charles Ave.**

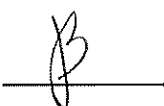
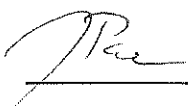

Dear Members of the Board:

Based on a review conducted by the Division of Purchasing in conjunction with the Department of Planning and Development, and the attached letter of recommendation, I am submitting for your consideration this request to award a contract to DHI Renovation in the amount of \$11,335 to perform rehabilitation of a single-family home owned by the city at 1477 St. Charles, to include general maintenance and repairs, and bringing unit up to code. Contract award is a base bid of \$10,435 plus a small contingency.

DHI Renovation was selected to submit a proposal for this project based on their qualifications submission.

Contracting Authority:	Ordinance 57-17 \$1,100,000
Contracting Balance	\$1,100,000 / \$1,088,665
Funding:	Lakewood Hospital Special Revenue Fund
Account Distribution:	260-7001-461-39-10 \$
Account Balance:	\$ / \$
Contract Approved by Law:	Yes _____ / No _____ / PO _____ / C/C _____
Commodity:	913-092
Object Code:	Contractual Services
Bid Reference:	RFP

  
 Kim Smith  
 Purchasing Manager

	<u>Approved</u>	<u>Disapproved</u>	<u>Date</u>
Joseph J. Beno PE, Director of Public Works		_____	1/2/18
Kevin M. Butler, Director of Law	_____	_____	_____
Jenn Pae, Director of Finance		_____	1/2/18
Michael P. Summers, Mayor		_____	1-2-18





# Western Surety Company

## PERFORMANCE BOND

Bond Number: 71989494

KNOW ALL PERSONS BY THESE PRESENTS, That we Douglas Montgomery dba DHI Renovations of 1241 Westlake, Lakewood, OH 44107, hereinafter referred to as the Principal, and Western Surety Company as Surety, are held and firmly bound unto City of Lakewood of 12650 Detroit Ave., Lakewood, OH 44107, hereinafter referred to as the Oblige, in the sum of Eleven Thousand Three Hundred Thirty-Five and 00/100 Dollars (\$ 11,335.00), for the payment of which we bind ourselves, our legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has entered into a contract with Oblige, dated the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, for Rehabilitation of Single-Family Home at 1477 St Charles Ave

NOW, THEREFORE, if the Principal shall faithfully perform such contract or shall indemnify and save harmless the Oblige from all cost and damage by reason of Principal's failure so to do, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

ANY PROCEEDING, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

NO RIGHT OF ACTION shall accrue on this Bond to or for the use of any person or corporation other than the Oblige named herein or the heirs, executors, administrators or successors of the Oblige.

SIGNED, SEALED AND DATED this 12th day of January, 2018

Douglas Montgomery dba DHI Renovations  
(Principal)

By \_\_\_\_\_ (Seal)

Western Surety Company  
(Surety)

By Rosalie S. Smith (Seal)  
Rosalie S. Smith, Attorney-in-Fact



# Western Surety Company

## PAYMENT BOND

Bond Number: 71989494

KNOW ALL PERSONS BY THESE PRESENTS, That we Douglas Montgomery dba DHI Renovations of 1241 Westlake, Lakewood, OH 44107, hereinafter referred to as the Principal, and Western Surety Company as Surety, are held and firmly bound unto City of Lakewood of 12650 Detroit Ave., Lakewood, OH 44107, hereinafter referred to as the Obligee, in the sum of Eleven Thousand Three Hundred Thirty-Five and 00/100 Dollars (\$ 11,335.00 ), for the payment of which we bind ourselves, our legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has entered into a contract with Obligee, dated \_\_\_\_\_ day of \_\_\_\_\_, for Rehabilitation of Single-Family Home at 1477 St Charles Ave

copy of which contract is by reference made a part hereof.

NOW, THEREFORE, if Principal shall, in accordance with applicable Statutes, promptly make payment to all persons supplying labor and material in the prosecution of the work provided for in said contract, and any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to Surety being waived, then this obligation to be void; otherwise to remain in full force and effect.

No suit or action shall be commenced hereunder

- (a) After the expiration of one (1) year following the date on which Principal ceased work on said contract it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
- (b) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder.

SIGNED, SEALED AND DATED this 12th day of January, 2016

Douglas Montgomery dba DHI Renovations  
(Principal)

By \_\_\_\_\_ (Seal)

Western Surety Company  
(Surety)

By Rosalie S. Smith (Seal)  
Rosalie S. Smith, Attorney-in-Fact

# Western Surety Company

## POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 71989494

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint Rosalie S. Smith

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Douglas Montgomery dba DHI Renovations

Obligee: City of Lakewood

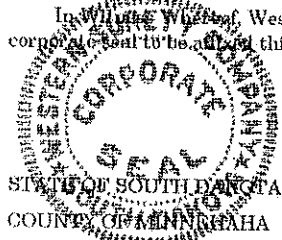
Amount: \$1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, heroby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

If Bond No. 71989494 is not issued on or before midnight of April 1, 2018, all authority conferred in this Power of Attorney shall expire and terminate.

In witness whereof, Western Surety Company has caused these presents to be signed by its Vice President, Paul T. Bruffat, and its corporate seal to be affixed this 12th day of January, 2018.

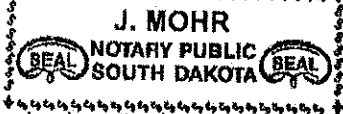


WESTERN SURETY COMPANY

*Paul T. Bruffat*

Paul T. Bruffat, Vice President

On this 12th day of January, in the year 2018, before me, a notary public, personally appeared Paul T. Bruffat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



My Commission Expires June 23, 2021

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 12th day of January, 2018.

WESTERN SURETY COMPANY

*Paul T. Bruffat*

Paul T. Bruffat, Vice President

To validate bond authenticity, go to [www.cnsurety.com](http://www.cnsurety.com) > Owner/Obligee Services > Validate Bond Coverage.

Office of Risk Assessment  
50 West Town Street  
Third Floor - Suite 300  
Columbus, Ohio 43215  
(614)644-2658  
Fax(614)644-3256  
www.insurance.ohio.gov

## Ohio Department of Insurance

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

### Certificate of Compliance



Issued 03/13/2017

Effective 04/02/2017

Expires 04/01/2018

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

#### WESTERN SURETY COMPANY

of South Dakota 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)**

Fidelity

Other Liability

Surety

WESTERN SURETY COMPANY certified in its annual statement to this Department as of December 31, 2016 that it has admitted assets in the amount of \$1,998,783,969, liabilities in the amount of \$546,372,979, and surplus of at least \$1,452,410,990.

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





**WESTERN SURETY COMPANY**  
**Sioux Falls, South Dakota**  
**Statement of Net Admitted Assets and Liabilities**  
**December 31, 2016**

ASSETS

Bonds	\$ 1,852,079,625
Common stocks	22,190,065
Cash, cash equivalents, and short-term investments	40,860,171
Investment income due and accrued	21,267,722
Premiums and considerations	31,990,790
Amounts recoverable from reinsurers	919,390
Current federal and foreign income taxes recoverable from CNA Financial Corporation	3,116,372
Net deferred tax asset	16,401,098
Receivable from parent, subsidiaries, and affiliates	9,896,461
Other assets	62,275
<b>Total Assets</b>	<u><u>\$ 1,998,783,969</u></u>

LIABILITIES AND SURPLUS

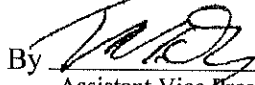
Losses	\$ 229,857,438
Loss adjustment expense	68,982,110
Commissions payable, contingent commissions and other similar charges	7,779,628
Other expenses (excluding taxes, license and fees)	1,109,441
Taxes, license and fees (excluding federal and foreign income taxes)	2,678,781
Unearned premiums	213,765,490
Advance premiums	5,316,156
Ceded reinsurance premiums payable	1,730,621
Amounts withheld or retained by company for account of others	10,021,647
Provision for reinsurance	1,671,808
Payable to parent, subsidiaries and affiliates	12,103
Other liabilities	3,447,756
<b>Total Liabilities</b>	<u><u>\$ 546,372,979</u></u>

Surplus Account:

Common stock	\$ 4,000,000
Gross paid in and contributed surplus	280,071,837
Unassigned funds	<u>1,168,339,153</u>
Surplus as regards policyholders	\$ 1,452,410,990
<b>Total Liabilities and Capital</b>	<u><u>\$ 1,998,783,969</u></u>

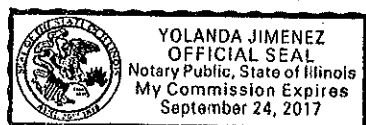
I, Troy Wray, Assistant Vice President of Western Surety Company hereby certify that the above is an accurate representation of the financial statement of the Company dated December 31, 2016, as filed with the various Insurance Departments and is a true and correct statement of the condition of Western Surety Company as of that date.

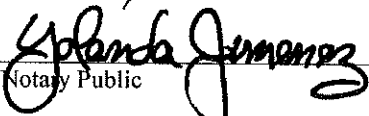
Western Surety Company

By   
Assistant Vice President

Subscribed and sworn to me this 10th day of March, 2017.

My commission expires:



  
Notary Public



12650 Detroit Avenue • 44107 • 216/529-HOME • FAX 216/529-5907  
Website: [www.onelakewood.com](http://www.onelakewood.com)

**DIVISION OF COMMUNITY DEVELOPMENT**  
Department of Planning & Development

Thursday, August 31, 2017

Submitted to:

From:

**Re: 1477 St. Charles Avenue**

General Conditions

The contractor shall provide all necessary labor and materials, and perform all work of every nature on the proposed remodeling in accordance with this contract, the specifications, and accompanying drawings, if any. All materials are to be new, at a minimum meet builder's grade quality and match existing. Please specify brand and model wherever possible. The Contractor shall obtain applicable approvals and permits. Permit fees will be waived.

All subcontractors will be registered and apply for their own permits. The owner if necessary will have the lot surveyed and will apply for all zoning, Architectural Review Board (ABR) historic preservation or other related permits/board approvals as necessary. All work is to be executed in a workman like manner in accordance with the contract, plans and specifications.

Instructions to Bidders

Return bid form in a sealed envelope no later than **4:00 PM Monday September 18th**.  
Guarantee prices for 3 months.

Before completing the bid form, visit and familiarize yourself with the subject property. **A mandatory pre-bid walkthrough will be held on Monday September 11<sup>th</sup> at 10:00AM.** Interested bidders should meet at **1477 St. Charles Avenue**. From there, City staff will conduct walkthroughs of the five properties.

The DCD gives the property owners the flexibility to choose certain qualities, manufactures' etc. so long as they meet or supersede our minimum performance specifications and approval. New materials, at a minimum meet builder's grade quality, are to be used and specified on the bid form. Separate material cost from labor. If the work requires permits create a line item for permits.

Any subcontractors must be declared and be properly registered and licensed. It is the contractor's responsibility to pull permits and schedule all necessary inspections with the building department. Final draws will not be approved unless it passes final inspections by the DCD and for permitted work the Building department. Please familiarize yourself with all applicable Local, State and Federal government codes and regulations prior to submitting your proposal and bid accordingly.

Provide drawings as required by the Building department or when useful. Prior to Bid Submittal: Contact Lakewood Building Department with all code related questions at 216-529-6270. Payments are made upon completion/sign off of work and the closing with approval of all required permits.

All damaged building components and surfaces must be effectively repaired or replaced to match existing. Take all necessary measures to contain dust and debris. Tear out must be performed neatly with clean, accurate cuts to building components scheduled to remain. Store and protect all items scheduled to be re-installed. Demolished materials are the property of the contractor and must be promptly removed from site and properly disposed of. Temporarily terminate all utilities affected during demolition and construction.

**Project SPECIFICATIONS:**

Correction Needed	Additional Information	Labor Estimate	Materials Estimate
106. Clean and seal cellar walls (1306.29 (k))	Provide ash door for cellar wall next to furnace	700 <sup>00</sup>	270 <sup>00</sup>
116. Provide / Maintain CO Detector	CO Detector shall be hard wired or 110v A.C.	500 <sup>00</sup>	125 <sup>00</sup>
125. Maintain Windows in good repair	West cellar window	200 <sup>00</sup>	40 <sup>00</sup>
231. Provide / Repair / Replace Steps	Repair masonry steps at home entry	250 <sup>00</sup>	60 <sup>00</sup>

307. Maintain receptacles / switches/ fixtures	-Maintain / replace ungrounded outlets throughout second level. -Bring electrical facilities at east wall of cellar -Secure/replace unsecured junction box and rotted conduit line to box.	200 <sup>00</sup> 150 <sup>00</sup> 150 <sup>00</sup>	150 <sup>00</sup> 25 <sup>00</sup> 50 <sup>00</sup>
413. Replace waste pipes	Provide waste line from stationary tub in basement	100 <sup>00</sup>	30 <sup>00</sup>
502. Provide/ Secure vent covers	Secure / Provide dryer vent to exterior.	50 <sup>00</sup>	25 <sup>00</sup>

CORRECTION SUBTOTAL

Additional Repair Needed	Additional Information	Labor Estimate	Materials Estimate
Add trim in living room		50 <sup>00</sup>	20 <sup>00</sup>
Repair plaster	Second floor	400 <sup>00</sup>	30 <sup>00</sup>
Paint interior	Living room trim, kitchen, Bedroom #1, Bedroom #2, Stairs up	2200 <sup>00</sup>	230 <sup>00</sup>
Remove and replace carpet	Second floor	400 <sup>00</sup>	30 <sup>00</sup>
Clean all hardwood floors		450 <sup>00</sup>	40 <sup>00</sup>
Repair front siding in gable		200 <sup>00</sup>	50 <sup>00</sup>
Replace linoleum floor in kitchen		600 <sup>00</sup>	600 <sup>00</sup>
Replace kitchen countertops		400 <sup>00</sup>	250 <sup>00</sup>
Replace rear screen door		135 <sup>00</sup>	250 <sup>00</sup>
Deep clean throughout		400 <sup>00</sup>	50 <sup>00</sup>

Repair west side of roof

500<sup>00</sup>

75<sup>00</sup>

ADDITIONAL REPAIR  
SUBTOTAL

8035

2400

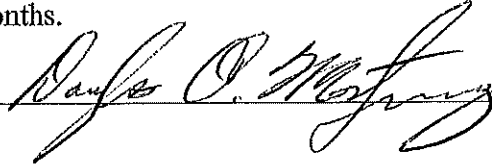
**BID TOTALS:**

**Total Cost of all Labor and Materials:** 10435.-  
(Add Correction Subtotal to Additional Repair Subtotal)

**Total Contingency** : 900.-

Please include an estimated START DATE ASAP and DURATION of job 30 days  
If job is weather dependent include minimum acceptable conditions outside for work to proceed.  
Please attach your estimate to this bid form.

Prior to the completion of this bid, I DHI Renovations  
Douglas Montgomery, (Please print your name) have inspected the property and familiarized myself with all the instructions and specifications provided herein. I will guarantee all process listed above for a period not less than six months.

Signature  Date 9-16-07