

AGREEMENT

THIS AGREEMENT (this "Agreement") made and entered into this 18th day of April, 2018, by and between **C.B.MULLINS** (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 the **specified porch re-constructions of residential two-family home located at 2048 Halstead as set forth in the Request for Rehabilitation Bids issued February 12, 2018**, including any and all 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 substitutions proposed as provided in the Contract Documents.

ARTICLE 2. Except for any submittals, including but not limited to Shop Drawings, 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 to the Contractor as a part of the contract. The Contractor shall conform to any drawings or explanations provided by the Contractor, including but not limited to Shop Drawings, and approved in accordance with the Contract Documents as a part of the contract. 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 the 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 to be performed under the contract by the **16th day of July, 2018** in accordance with the Notice to Proceed with Work and the Project Schedule 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 that 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. The City shall pay the Contractor for the performance of the contract as follows:

Contract: Nuisance Rehabilitation of **2048 Halstead**

ALL MATERIALS AND LABOR FOR THE SUM OF \$8,400.00

The contract price is **Eight Thousand Four Hundred Dollars and No Cents** subject to any additions or deductions during construction pursuant to Change Orders. Such sum shall be paid in current funds by the City upon payment requests issued by the Contractor and approved by the City or the Authorized Representative and proportioned by item to agree with the total amount of the contract.

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 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.

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. 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 Public Works as the Authorized Representative for all uses and purposes under the contract. In the absence or unavailability of the Director of Public Works, the designee of the Director of Public Works 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 Section 3 Clause Addendum which indicates the contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3), and the attached Exhibits, :

- A. Notice to Bidders
- B. Request for Rehabilitation Bids
- C. Non-Collusion Affidavit
- D. Bid Guaranty & Contract Bond
- E. Macbride Principles Disclosure
- F. Insurance Requirements Checklist (Rehab)

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.

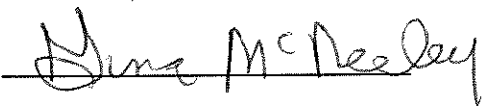
ARTICLE 19. This Agreement has been executed in several counterparts, each of which shall constitute a complete original Agreements which may be introduced in evidence or used for any other purpose without production of any other counterparts.

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

CITY OF LAKEWOOD

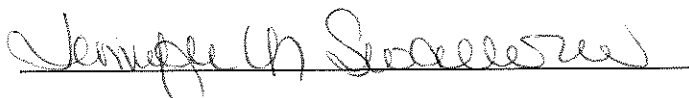
BY: 
Director of Public Works

C.B.MULLINS

BY: 
Authorized Official

APPROVAL:

The legal form and correctness of the within document is hereby approved:


Assistant Director of Law

CERTIFICATE OF FUNDS

In The Matter Of Agreement with **C.B.Mullins**
 Nuisance Rehabilitation of **2048 Halstead**

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.

Date 4-11 , 2018

CITY OF LAKEWOOD

By:  _____

RETIN Director of Finance

SECTION 3 CLAUSE

Addendum to contract dated April 18, 2018, 2018 between the City of Lakewood, Ohio and C.B.Mullins (Contractor), (collectively, "The Parties").

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

Appendix to Section 3 Regulations

Examples of efforts to offer training and employment opportunities to Section 3 residents:

- Entering into “First Source” hiring agreements.
- Sponsoring HUD-certified “step up” employment and training programs.
- Establishing training programs for section 3 residents.
- Advertising training and employment opportunities by distributing flyers.
- Advertising training and employment opportunities by posting flyers.
- Contacting resident councils or other organizations for help in notifying residents.
- Scheduling and advertising job informational meetings.
- Providing assistance in filling out job applications.
- Conducting a workshop on applying and interviewing for jobs.
- Collecting job applications.
- Conducting job interviews on-site.
- Contacting Youth build agencies and soliciting their assistance in recruitment.
- Consulting with community leaders and organizations for assistance in recruitment.
- Advertising available jobs in local media.
- Employing a job coordinator to match eligible and qualified persons with available training and employment opportunities.
- Employing low-income persons directly to perform work generated by section 3 assistance.
- Maintaining a file of eligible persons and their resumes for future work.
- Sponsoring continuing employment and job training programs.
- Incorporating the hiring of a specific number of section 3 residents into contracts.
- Coordinating implementation of economic development with housing and community development.



12650 Detroit Avenue • 44107 • 216/529-HOME • FAX 216/529-5907
Website: www.onelakewood.com

DIVISION OF COMMUNITY DEVELOPMENT
Department of Planning & Development

Monday, February 12, 2018

Submitted to:

STELLA H OLESINSKI
2048 HALSTEAD AVE
LAKEWOOD, OH 44107

From:
Michelle Nochtal- DCD Program Coordinator
Michelle.nochta@lakewoodoh.net
216-529-5906

Re:

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 the accompanying drawings. All materials are to be new and top of the line quality, please specify brand and model wherever possible. The Contractor shall obtain applicable approvals and permits. 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 within two weeks of issue date. Guarantee prices for 3 months.

Before completing the bid form, visit and familiarize yourself with the subject property. 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, top of the line materials 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.

If the work requires interim lead controls include the cost for labor, and materials for such controls as a line item. If the work will require a 3rd party interior lead clearance test include the cost as a line item. It is the contractor's responsibility to be properly registered and licensed for all contracted work before the start date.

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.

All "Lead Hazard Reduction Work" must be done by state licensed lead contractors and workers. All on site personal must have copies of state licenses in their possession and on file with the DCD. Required "Clearance Standards" must be met prior to closing project.

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. Contact the DCD with all program requirements at 216-529-HOME (4663). 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:

Porch roof has ceiling boards rotten and falling down. Porch roof is leaking, and there may be water damage or dry rot to structural members of the porch ceiling. Evaluate and give an estimate to repair the porch roof, and give an alternate price to remove and completely rebuild the porch roof. Please attach your written estimate to this bid form.

		Labor and Materials
1. Repair Porch Roof:	Porch ceiling is falling down. Replace deteriorated ceiling boards, rafters, roofing to match existing. Wood ceiling to be stained. No vinyl.	\$ <u>5300</u>
2. Alternate Estimate to remove porch roof and replace:	Remove all deteriorated components of porch roof and rebuild to match existing. No vinyl.	\$ <u>8100</u>
3. Plan review and permit required		

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The bid submittal should include the following break downs:

1. Total for all LABOR: \$\$ 2350
2. Total for all MATERIALS: \$\$ 2500
3. Total estimate for all LEAD SAFE WORK INTERIM CONTROLS: \$\$ 100
4. Total estimate for LEAD CLEARANCE TESTING (if applicable): \$\$ 250
5. Total Estimate for all PERMITS/APPROVALS: \$\$ 100

Please include an estimated START DATE within 10 days and DURATION of job 10 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 CHRIS MULLINS, (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 2-19-18

BID TOTALS

Total Cost of all Labor and Materials: 5,300[~]

Total Contingency : 2800
Additional Framing

**MACBRIDE PRINCIPLES
DISCLOSURE STATEMENT**

PRESCRIBED BY DIRECTOR OF PUBLIC WORKS PURSUANT TO ADMINISTRATIVE CODE SECTION 111.10

INSTRUCTIONS:

The information requested herein must be supplied by all contractors and any subcontractors having more than a fifty percent (50%) interest in the proposed contract prior to any contract being awarded by the City of Lakewood.

Any such contractor or subcontractor who fails to disclose the requested information shall not be eligible to provide any goods or services whatsoever for use by the City in return for payments, fees or commissions from City funds.

Any such contractor or subcontractor who is awarded a contract to supply goods or services for use by the City in return for payments, fees or commissions from City funds, and who is subsequently deemed to have made a false statement shall be declared to have acted in default of its contract and shall be excluded from bidding for the supply of any goods or services for use by the City for a period of two years.

DISCLOSURE

CHECK WHICHEVER IS APPLICABLE:

- () A. The undersigned or any other controlling shareholder¹ subsidiary, or parent corporation of the undersigned is NOT ENGAGED IN ANY BUSINESS OR TRADING FOR PROFIT IN NORTHERN IRELAND. (If this paragraph applies, sign at bottom.
- () B. The undersigned or any controlling shareholder, subsidiary, or parent corporation of the undersigned is ENGAGED IN ANY BUSINESS OR TRADING FOR PROFIT IN NORTHERN IRELAND. (If this paragraph applies, proceed to paragraph "C".)
- () C. The undersigned and all enterprises identified in paragraph "B" are TAKING ALL LAWFUL AND GOOD FAITH STEPS TO ACTIVELY ENGAGE IN THE IMPLEMENTATION OF THE FAIR EMPLOYMENT PRACTICES KNOWN AS THE MACBRIDE PRINCIPLES FOR FAIR EMPLOYMENT IN NORTHERN IRELAND². If requested by the City, the undersigned agrees to supply to the Investor Responsibility Research Center (IRRC), and independent research agency, all data deemed necessary by the IRRC to determine if the undersigned and all said enterprises are engaged in the implementation of the fair employment practices known as the Mac Bride Principles³.

CB Mullins
Name of Contractor or Subcontractor

By: Maria McNealey
Title: PRESIDENT

¹ "Controlling Shareholder": Any shareholder owning more than fifty percent (50%) of the stock in the corporation, or more than twenty-five (25%) of the stock in the corporation if no other shareholder owns a larger share of the stock in the corporation.

² A copy of the MacBride Principles can be obtained from the Director of Public Works (216) 521-7580.

³ An IIRC report shall provide a factual basis upon which the City may deem the undersigned or an enterprise in compliance with Section 111.10 of the Administrative Code of the City of Lakewood. Investor Responsibility Research Center, Inc., Suite 600, 1755 Massachusetts Ave., Washington, D.C. 20036, (202) 234-7500, Fax (202) 332-8570.

NON-COLLUSION AFFIDAVIT

State of OHIO,
County of Cuyahoga, SS

Gina McNeeley (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 _____ in the City of _____, State of _____;

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 CB Mullins, a corporation organized and existing under the laws of the State of OHIO; 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:

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:

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 - *Chris Mollins* Vice President -
Secretary - *Dune McNeelley* Treasurer -
Attorneys - Directors -

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

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

Gina McNeeloy

Gina McNeeloy
(Name of Bidder)

Further Affiant says not.

Affiant

Sworn to before me and subscribed in my presence this 18th day of April, 2018.

[Signature]

Notary Public

MARY E. LEIGH

Notary Public, State of Ohio

My Commission Expires June 23, 2022