AGREEMENT

THIS AGREEMENT (this "Agreement") made and entered into this ***15th*** day of ***October, 2018*** by and between ***Marra Services, Inc.***, (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 ITEM NO. 17-017 - BASE BID, for a project known as ***Emergency Contractor Services***, as set forth in the Bid Form dated October 16, 2017 including any and all Addenda thereto in strict accordance with the Contract Documents on file in the office of the City Engineer, including but not limited to the Plans and Specifications prepared by City of Lakewood Purchasing Manager (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 form 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 within per bid specification consecutive calendar days 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 per bid specifications 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: THE CONTRACT PRICE IS per bid specifications 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.

An escrow account shall be established in accordance with Section 153.63, Ohio Revised Code. When the major portion of the contract is substantially complete and occupied, or in use, or other wise accepted, and there exists no other reason to withhold retainage, the retained percentages held in connection with such portion will be released from escrow and paid to the Contractor, withholding only that amount necessary to assure completion. The balance of funds in the escrow account with accumulated interest shall be paid to the Contractor after ninety 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 approval of, actual Work performed or material delivered or installed as of the date of approval of payment of said partial or progress payment. All partial or progress payments for the foregoing compensation shall be made no more frequently than thirty (30) days from date of approved invoice. Invoices shall be submitted to the City no more frequently than monthly and shall include an updated Project Schedule.

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 an 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. 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 16. The Contract Documents constitute the entire agreement between the City and the Contractor and supersede any prior agreements or understandings, written or oral.

ARTICLE 17. 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 18. This Agreement has been executed in several counterparts, each of which shall constitute a complete original Agreement, 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

MARRA SERVICES, INC.

Marra Services, Inc.
(Name of Contractor)

BY: _____
(Signature of Contractor)

APPROVAL:

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

_____
Director of Law

CERTIFICATE OF FUNDS

In the matter of: Agreement with ***Marra Services, Inc.***

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: Nov 12, 2018

CITY OF LAKEWOOD

By: _____
Director of Finance

Section 3 clause

Addendum to Contract dated July 18, 2016, between City of Lakewood, and Marra Services Inc., (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 Youthbuild 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.

MARRSER-02 D1LNENADAL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/07/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 954553
AssuredPartners of Ohio, LLC
3900 Kinross Lakes Parkway #300
Richfield, OH 44286

CONTACT NAME: Pam Krenzel
PHONE (A/C, No, Ext): (440) 895-6354 FAX (A/C, No): (440) 356-2126
E-MAIL ADDRESS: pam.krenzel@Assuredpartners.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : American Casualty Company of Reading, Pennsylvania	20427
INSURER B : The Continental Insurance Company	35289
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Marra Services, Inc.
700 E 73rd St
Cleveland, OH 44103-1707

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X		5084952962	08/18/2018	08/18/2019	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			BUA 5084953027	08/18/2018	08/18/2019	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			CUE 5084953061	08/18/2018	08/18/2019	EACH OCCURRENCE	$ 4,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 4,000,000
	DED X RETENTION $ 0							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE X OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N	N/A		5084952962	08/18/2018	08/18/2019	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Workers Compensation section refers to Ohio Employers Stop-Gap Liability

RE Project : 2018 Emergency Services Agreement

City of Lakewood is included as Additional Insured under the General Liability per form CNA75079XX 01/15 when required under written contract or agreement.

CERTIFICATE HOLDER

City of Lakewood
Department of Public Works
Division of Engineering and Construction
12650 Detroit Ave
Lakewood, OH 44107

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Krenzel

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Ohio | Bureau of Workers' Compensation

30 W. Spring St.
Columbus, OH 43215

Certificate of Ohio Workers' Compensation

This certifies that the employer listed below participates in the Ohio State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. This certificate is only valid if premiums and assessments, including installments, are paid by the applicable due date. To verify coverage, visit www.bwc.ohio.gov, or call 1-800-644-6292.

This certificate must be conspicuously posted.

Policy number and employer
01507155

MARRA SERVICES INC
700 E 73RD ST
CLEVELAND, OH 44103-1707

Period Specified Below
07/01/2018 to 07/01/2019

www.bwc.ohio.gov
Issued by: BWC

Administrator/CEO

You can reproduce this certificate as needed.

Ohio Bureau of Workers' Compensation

Required Posting

Effective Oct. 13, 2004, Section 4123.54 of the Ohio Revised Code requires notice of rebuttable presumption. Rebuttable presumption means an employee may dispute or prove untrue the presumption (or belief) that alcohol or a controlled substance not prescribed by the employee's physician is the proximate cause (main reason) of the work-related injury.

The burden of proof is on the employee to prove the presence of alcohol or a controlled substance was not the proximate cause of the work-related injury. An employee who tests positive or refuses to submit to chemical testing may be disqualified for compensation and benefits under the Workers' Compensation Act.

Ohio | Bureau of Workers' Compensation

You must post this language with the Certificate of Ohio Workers' Compensation.