

**COUNCIL OF THE  
VILLAGE OF HIGHLAND HILLS**

**ORDINANCE NO. 2024-41**

For the June 12, 2024  
Council Meeting

Introduced by: Mayor Michael L. Booker

Supported by:

**AN ORDINANCE AUTHORIZING AN AMENDMENT TO THE CONTRACT WITH  
APEX CONSTRUCTION COMPANY FOR THE SHAKER HOUSE ELEVATOR  
REPLACEMENT PROJECT, AND DECLARING AN EMERGENCY.**

**WHEREAS**, pursuant to Ordinance 2023-28, this Council approved a contract with Apex Construction Company for the Shaker House Elevator Replacement Project according to plans and specifications prepared by Makovich & Pusti Architects, Inc. where the total cost of the contract was not to exceed \$369,300.00; and

**WHEREAS** during the course of construction, there was a need to increase the cost of the project due to certain unforeseen conditions that required a change order to authorize additional work and construction costs; and

**WHEREAS**, each time a change order was requested by Apex Construction, it was submitted to Makovich and Pusti Architects who reviewed the request and reviewed the work and estimates of the cost and approved same; and

**WHEREAS**, now, there were previously change orders approved in this manner amounting to \$13,671.91 which are in need of approval and the newest change order for an amount of \$5,922.42 which would be necessary to upgrade the CO-Fire Alarm via the cellular communicator to monitor the Elevator Recall Control and Supervisory Control Unit which is an upgrade required by code, and said change orders have been reviewed by and approved by the Law Director and the Mayor; and

**WHEREAS**, this Council desires to approve and authorize this amendment to the contract with Apex Construction Company for the Shaker House Elevator Replacement Project to increase the contract amount by \$19,594.33 for a total amount not to exceed \$388,894.33.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF  
HIGHLAND HILLS, OHIO:**

Section 1: Council hereby approves an amendment to the contract with Apex Construction Company in an amount of \$19,594.33 to increase the contract amount to an amount not to exceed \$388,894.33.

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Section 2: Council hereby authorizes Mayor to enter and execute a change order to reflect the amendments to the contract subject to the total amounts expressed in Section 1 above.

Section 3: Council finds and determines that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an orderly meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were conducted in meetings open to the public and in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 4: This Ordinance is declared to be an emergency measure necessary to provide for the immediate preservation of the public peace, health, safety and welfare of the inhabitants of the Village of Highland Hills, and for the reason it is necessary to immediately move forward with this project without delay to replace the Shaker House elevators which are the major means of access to the upper floors for many of the residents who are elderly or have disabilities and provided it receives the affirmative vote of two-third (2/3) of all members elected to Council, it shall take effect and be in force from and after the earliest period allowed by law.

Passed in Council this 12th day of June, 2024.

First Reading  Second Reading \_\_\_\_\_ Third Reading \_\_\_\_\_

Vote: Pride  yea \_\_\_ nay \_\_\_ Greene  yea \_\_\_ nay \_\_\_ Mills  yea \_\_\_ nay \_\_\_


McManus  yea \_\_\_ nay \_\_\_ Wright  yea \_\_\_ nay \_\_\_

Cassandra Pride 6/12/24  
Cassandra Pride Date  
President of Council

Attest: Margaret Sikon 6/12/24  
Margaret Sikon, Clerk of Council Date

Filed with the Mayor:  6/18/24  
Date

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Council Meeting  
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Approved By:   
Michael L. Booker, Mayor      6/18/24  
Date

2024-41

# AIA Document G701<sup>s</sup> - 2017

## Change Order

<b>PROJECT:</b> <i>(Name and address)</i> Village of Highland Hills Service Elevator Modernization 3700 Northfield Road Highland Hills, OH 44122	<b>CONTRACT INFORMATION:</b> Contract For: All Work Date: June 13, 2023	<b>CHANGE ORDER INFORMATION:</b> Change Order Number: 002 Date: May 30, 2024
<b>OWNER:</b> <i>(Name and address)</i> Village of Highland Hills Service Elevator Modernization 3700 Northfield Road Highland Hills, Ohio 44122	<b>ARCHITECT:</b> <i>(Name and address)</i> CPL Architects, Engineers, Landscape Architect and Surveyor, D.P.C. 111 Front Street Berea, Ohio 44017	<b>CONTRACTOR:</b> <i>(Name and address)</i> Apex Construction and Management 24381 Aurora Road, Ste. A-6 Bedford Heights, Ohio 44146

**THE CONTRACT IS CHANGED AS FOLLOWS:**  
*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*

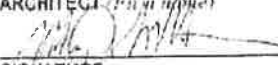
Add a Cell Communicator to Elevator Alarm Recall panel to notify the Fire Department


The original Contract Sum was	\$ 369,700.00
The net change by previously authorized Change Orders	\$ 13,671.91
The Contract Sum prior to this Change Order was	\$ 383,371.91
The Contract Sum will be increased by this Change Order in the amount of	\$ 5,922.42
The new Contract Sum including this Change Order will be	\$ 389,294.33


The Contract Time will be increased by Zero (0) days  
 The new date of Substantial Completion will be

**NOTE:** This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

CPL Architects, Engineers, Landscape  
 Architect and Surveyor, D.P.C.  
**ARCHITECT** *(Print name)*  
  
**SIGNATURE**  
 Michael J. Molehan, Principal  
**PRINTED NAME AND TITLE**  
 6-4-24  
**DATE**

Apex Construction and Management  
**CONTRACTOR** *(Print name)*  
  
**SIGNATURE**  
 Sifat Shahjahan, President  
**PRINTED NAME AND TITLE**  
 6-4-24  
**DATE**

Village of Highland Hills  
**OWNER** *(Print name)*  
  
**SIGNATURE**  
 MICHAEL L. BOOKER, Mayor  
**PRINTED NAME AND TITLE**  
 6/18/24  
**DATE**

**Apex Construction & Management Co., Inc.**

24381 Aurora Road, Suite A-6  
Cleveland, Ohio 44146  
Phone (440) 786-7220  
[apexco1@sbcglobal.net](mailto:apexco1@sbcglobal.net)

5/22/2024

CO 4

Village of Highland Hts  
3700 Northfield Road  
Highland Hills OH 44122

Project: Highland Hills Service Elevator  
3700 Northfield Road  
Highland Hills OH 44122

	Unit	Rate	Total
Scope: Fire Alarm and Electrical work to bring Fire Alarm to code and pass electrical inspection			
Quote from ESI	4,752.00	1 \$	4,752.00
OH (10%)		\$	475.20
Subtotal		\$	5,227.20
Profit (10%)		\$	522.72
Subtotal		\$	5,749.92
Bond & Insurance (3%)		\$	172.50
Total		\$	5,922.42

Approval

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Sifat Shahjahan  
Project Manager

---



6161 Cochran Rd.  
Solon, OH 44139  
Phone: 440-349-2600 Fax: 440-349-2606  
www.esielectrical.com



May 22, 2024

**Subject: Highland Hills Service Elevator Modernization  
Quotation #2023-032 FIRE ALARM CELL COMMUNICATOR**

ESI, Inc. is pleased to provide a quote of **\$4,752.00** for the above project.

- o **Fire Alarm**
  - **Add a Cell Communicator to Elevator Fire Alarm Recall panel to notify the Fire Department.**
  - **This will allow the Elevator to be Inspected/Approved and allow usage of Elevator while Existing Fire Alarm issues are figured out.**
  - Highland Hills Village will need to set up an Annual Monitoring contract for \$540.00 which is not included. Paperwork for the monitoring is included.

**Cost Breakdown:**

- **Life Safety Systems quote: \$2020.00 (attached)**
- **ESI, Inc:**
  - o **Labor: \$2,250.00 (includes 16 hours of research on existing FA System)**
  - o **Material: \$50.00**
- **Mark-Up @ 10%**

Should you need further clarification, or have any questions regarding this quote, do not hesitate to contact me.

Sincerely,  
**Kevin Mewhinney**  
Estimator Project Manager  
**ESI, Inc.**  
**6161 Cochran Road, Suite A**  
**Solon, OH 44139**  
*440-349-2600 Office*  
*440-349-2606 Fax*  
*216-214-6791 Cell*

Cincinnati, Ohio | Corporate Office  
4696 Devitt Dr.  
Cincinnati, OH 45246

Cleveland, Ohio | Branch Office  
6161 Cochran Rd.  
Solon, OH 44139

Columbus, Ohio | Branch Office  
6150 Enterprise Pkwy.  
Grove City, OH 43123

Dayton, Ohio | Branch Office  
3178 Enclave Ln.  
Dayton, OH 45439

Dayton, Ohio | Innovation Center  
3400 Kettering Blvd.  
Dayton, OH 45439



P.O. Box 64, Hinckley, OH 44233  
Office: (440) 888-7960



QUOTE #	CZNEQ4719
DATE	5/22/2024
EXPIRES	6/21/2024
SALES PERSON	Donna Kish
	(E): customercare@lifesafetyllc.com (M): 440-310-6629

**Sold To**  
**ESI**  
 KEVIN MEWHINNEY  
  
 6161 COCHRAN ROAD  
 SOLON, OHIO 44139  
  
**Phone**  
**Email**

**Ship To**  
**HIGHLAND HILLS MUNICIPAL BLDG.**  
 CELLULAR COMMUNICATOR  
  
 3700 NORTHFIELD ROAD  
 HIGHLAND HILLS, OHIO 44122  
  
**Phone**  
**Email**

**Notes:**

Here is our quote to provide a cellular communicator for Highland Hills Municipal Bldg. This cell communicator will monitor the Elevator Recall Control & Supervisory Control Unit (Potter AFC-100).  
 ESI will be responsible to install the cell communicator next to the FACP.  
 LSS to set up account and program the cell communicator.  
 Annual Monitoring \$540.00 will be invoiced separately, directly to Highland Hills Municipal Bldg.

P.O. Number	Ship Via	Terms
HIGHLAND HILLS MUNICIPAL		

Line	Description	Unit Price	Qty	Ext. Price
1	Commercial Fire/ Burg Verizon Dual Path LTE Dialer	\$450.00	1	\$450.00
2	12 VDC 7Ah Gel Cell Battery	\$47.00	1	\$47.00
3	ACAD	\$135.00	1	\$135.00
4	TECH LABOR PROGRAMMING & TESTING	\$135.00	10	\$1,350.00
Solution Subtotal				\$1,982.00
Sales Tax				\$0.00
Shipping				\$38.00
<b>Grand Total</b>				<b>\$2,020.00</b>

**Closing Notes:**  
 Please contact me if I can be of further assistance.

**Life Safety Systems, LLC**  
**TERMS AND CONDITIONS OF SALE**  
 All invoices are mailed at the time of shipment or delivery of service. Invoices are due and payable net-thirty (30) days from invoice date, unless otherwise stated. Any account determined to be delinquent will be placed on CIA status until all past due balances are remitted. Any outstanding balance unpaid on the date when due to Life Safety Systems, LLC shall be subject to a finance charge of 1-1/2% per month (or the maximum allowed by law) of such balance until paid, together with Life Safety Systems, LLC cost of collections (including reasonable attorney's fees). Applicant's signature attests financial responsibility and willingness to pay invoices in accordance with terms as explained.  
 05/22/24 09:27:56

**Life Safety Systems LLC**  
10143 Royalton Road  
Suite R  
North Royalton, Ohio 44133



**Remittance Address:**  
**Life Safety Systems, LLC**  
P.O. Box 64  
Hinckley, Ohio 44233  
440-888-7960 - Office  
440-888-7961 - Fax

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## Central Station Monitoring Agreement

### Schedule of Services – CELLULAR MONITORING SERVICE

The Schedule of Services for our Monitoring Agreement includes:

**Preventive Maintenance:** N/A

**Replacement of Defective Devices:** N/A

Owner/Manager:

Contact:

Location/Site: Highland Hills Municipal Building  
Address: 3700 Northfield Road  
City/State: Highland Hills, OH Zip Code: 44122

Life Safety Systems LLC agrees to provide services for the system or systems at the above address pursuant to the terms and conditions of this Agreement. The system consists of:

Burglary     Access Control     Fire Alarm     Elevator

(1) (3) (5) Year Agreement ONE This agreement is made between Life Safety Systems LLC and (Above Address), for the term initialed above. The customer agrees to pay for the Monitoring Agreement, the amount of \$540.00 per year + tax payable (annually) in advance. This agreement shall have an original term of (1) (3) (5) ONE years and shall automatically renew for successive one (1) year periods unless either party gives the other at least sixty (60) days prior written notice of its intention to cancel the agreement at the end of the original term, or at the end of any renewal term. We may increase the fee at any time to recover any additional taxes, fees, license or other charges that may be imposed on us by any governmental agency or utility and you agree to pay the same. In addition, we may increase the fee by not more than five (5) percent of the current monitoring agreement fee on each anniversary of the execution of this agreement by giving you thirty (30) days prior written notice of the increase. Excessive activity will be billed monthly and separately.

**Life Safety Systems LLC**  
**TERMS AND CONDITIONS**  
**OF SALE**

All invoices are mailed at the time of shipment or delivery of service. Invoices are due and payable not-thirty (30) days from invoice date, unless stated. Any account determined to be delinquent will be placed on CIA status until all past due balances are remitted. Any outstanding balance unpaid on the date when due to Life Safety Systems LLC shall be subject to a finance charge of 1-1/2% per month (or the maximum allowed by law) of such balance until paid, together with Life Safety Systems LLC cost of collections (including reasonable attorney's fees). Applicant's signature attests financial responsibility and willingness to pay invoices in accordance with terms as explained.



**LIMITATION OF LIABILITY:** It is also understood that this agreement is for the monitoring of signals being sent from the fire alarm system at your facility, and unless covered under a separate Inspection/Maintenance Agreement, Life Safety Systems, LLC is not responsible for the operation or condition of the system at the premises, nor the phone lines or cellular technology which are used for the transmission of these signals. Life Safety Systems, LLC shall not be responsible for any disruption of communication between customer's premises and Life Safety Systems, LLC that is outside its control. Any costs or damages that Life Safety Systems, LLC would be liable for to customer shall be limited to the amount of the fees received under this agreement. Any disputes between the parties concerning this agreement or the service provided under it shall be resolved by binding arbitration by the American Arbitration Association in Cleveland, Ohio.

**EXCULPATORY CLAUSE:** Customer agrees that Life Safety Systems, LLC (hereinafter referred to as "Alarm Company" is not an insurer and no insurance coverage is offered herein. The security equipment is designed to reduce certain risks of loss, though Alarm Company does not guarantee that no loss will occur. Alarm Company is not assuming liability, and, therefore shall not be liable to Customer for any loss, personal injury or property damage sustained by Customer as a result of burglary, theft, hold-up, fire, equipment failure, smoke, or any other cause, whatsoever.

\_\_\_\_\_  
Damon G. Lewis, SET  
Life Safety Systems LLC  
Operations Manager

Date: \_\_\_\_\_

Village of Highland Hills  
Company Name

\_\_\_\_\_  
Signature

Date: 6/18/24

Michael L. Booker  
Print Name

Please list the names and phone numbers of three Individuals we will notify in case of alarm. These names are required and in addition to the Fire Department, Premises, and Life Safety Systems LLC

Premise / Call to Verify Ph #: (this will be called first) 216-401-1334

1. Timothy Namy fire Chief 216-401-1334

2. Charles Golston Police Chief 216-622-5335

3. Collin Sullivan Properties Director 216-214-6953

PASS CODE: \_\_\_\_\_

EMERGENCY EMAIL CONTACT: CSULLIVAN@VHHOHIO.ORG

Billing Information:

Company Name: Village of Highland Hills

Address: 3700 Northfield Road

City, State, Zip Code: Highland Hills, OH 44122

Phone Number: (216) 283-3000

Fax Number: \_\_\_\_\_

Accounts Payable Contact Name: Marcellis O'Neal

Special Instructions: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

 **AIA**® Document A101® – 2017

**Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum**

**AGREEMENT** made as of the Twentieth day of July in the year Two Thousand Twenty Three  
*(In words, indicate day, month and year.)*

**BETWEEN** the Owner:  
*(Name, legal status, address and other information)*

The Village of Highland Hills  
3700 Northfield Road  
Highland Hills, Ohio 44122

and the Contractor:  
*(Name, legal status, address and other information)*

Apex Construction and Management, Inc.  
24381 Aurora Road  
Bedford, Ohio 44146

for the following Project:  
*(Name, location and detailed description)*

Service Elevator Modernization  
Highland Hills Municipal Building  
3700 Northfield Road  
Highland Hills, Ohio 44122

The Architect:  
*(Name, legal status, address and other information)*

Makovich & Pusti Architects, Inc.  
111 Front Street  
Berea, Ohio 44017

The Owner and Contractor agree as follows.

**ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

init.

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User Notes:

(1883980336)

**TABLE OF ARTICLES**

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

**EXHIBIT A INSURANCE AND BONDS**

**ARTICLE 1 THE CONTRACT DOCUMENTS**

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

**ARTICLE 2 THE WORK OF THIS CONTRACT**

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

**ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

**§ 3.1** The date of commencement of the Work shall be:

*(Check one of the following boxes.)*

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner.
- Established as follows:  
*(Insert a date or a means to determine the date of commencement of the Work.)*

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

**§ 3.2** The Contract Time shall be measured from the date of commencement of the Work.

**§ 3.3 Substantial Completion**

**§ 3.3.1** Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

Init.

Not later than ( 230 ) calendar days from the date of commencement of the Work.

By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
N/A	N/A

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

#### ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Three Hundred Sixty Nine Thousand, Three Hundred Dollars ( \$ 369,300.00 ), subject to additions and deductions as provided in the Contract Documents.

#### § 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
N/A	N/A

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
N/A	N/A	N/A

§ 4.3 Allowances, if any, included in the Contract Sum: (Identify each allowance.)

Item	Price
N/A	N/A

#### § 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
N/A	N/A	N/A

#### § 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

N/A

#### § 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

Init.

**ARTICLE 5 PAYMENTS**

**§ 5.1 Progress Payments**

**§ 5.1.1** Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

**§ 5.1.2** The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

**§ 5.1.3** Provided that an Application for Payment is received by the Architect not later than the First day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the First day of the Following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Forty Five ( 45 ) days after the Architect receives the Application for Payment.

*(Federal, state or local laws may require payment within a certain period of time.)*

**§ 5.1.4** Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

**§ 5.1.5** Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

**§ 5.1.6** In accordance with AIA Document A201™-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

**§ 5.1.6.1** The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

**§ 5.1.6.2** The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

**§ 5.1.7 Retainage**

**§ 5.1.7.1** For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due: Ten percent (10.00%)

Init.

§ 5.1.7.1.1 The following items are not subject to retainage:  
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

N/A

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:  
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

N/A

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:  
(Insert any other conditions for release of retainage upon Substantial Completion.)

None

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201-2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

## § 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

## § 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.  
(Insert rate of interest agreed upon, if any.)

%

## ARTICLE 6 DISPUTE RESOLUTION

### § 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.  
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

Init.

**§ 6.2 Binding Dispute Resolution**

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box.)*

- Arbitration pursuant to Section 15.4 of AIA Document A201–2017
- Litigation in a court of competent jurisdiction
- Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

**ARTICLE 7 TERMINATION OR SUSPENSION**

**§ 7.1** The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

**§ 7.1.1** If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:  
*(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner’s convenience.)*

N/A

**§ 7.2** The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

**ARTICLE 8 MISCELLANEOUS PROVISIONS**

**§ 8.1** Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

**§ 8.2** The Owner’s representative:  
*(Name, address, email address, and other information)*

Collin Sullivan  
Properties Director  
Village of Highland Hills  
3700 Northfield Road  
Highland Hills, Ohio 44122

**§ 8.3** The Contractor’s representative:  
*(Name, address, email address, and other information)*

Shaju A. Shahjahan  
Apex Construction and Management, Inc.  
24381 Aurora Road  
Beford, Ohio 44146

Init.

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™-2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

*(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A201™-2017, General Conditions of the Contract for Construction

*(Paragraphs deleted)*

- .5 Drawings

Number	Title	Date
See attached Table of Contents		

- .6 Specifications

Section	Title	Date	Pages
See attached Table of Contents			

- .7 Addenda, if any:

Number	Date	Pages
Addendum No.1	June 2, 2023	5

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

- .8 Other Exhibits:

*(Check all boxes that apply and include appropriate information identifying the exhibit where required.)*

[ ] AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:

AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 15:56:59 ET on 07/20/2023 under Order No.2114452965 which expires on 07/16/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents' Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:



(Insert the date of the E204-2017 incorporated into this Agreement.)

The Sustainability Plan:

Title	Date	Pages
-------	------	-------

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
See attached Table of Contents			

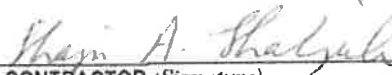
.9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

Form of Proposal from Apex Construction dated June 9, 2023.

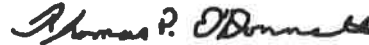
This Agreement entered into as of the day and year first written above.

**MAYOR (Signature)**  
Michael L. Booker  
Village of Highland Hills, Ohio

  
**CONTRACTOR (Signature)**  
Shaju A. Shahjahan, President  
Apex Construction & Management, Inc.

Approved as to form

(Row deleted)



**COUNCIL PRESIDENT (Signature)**  
Cassandra Pride  
Village of Highland Hills, Ohio  
(Row deleted)

**LAW DIRECTOR (Signature)**  
Thomas O'Donnell  
Village of Highland Hills, Ohio

Init.

# Additions and Deletions Report for AIA® Document A101® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 15:56:59 ET on 07/20/2023.

## PAGE 1

AGREEMENT made as of the Twentieth day of July in the year Two Thousand Twenty Three

...

The Village of Highland Hills  
3700 Northfield Road  
Highland Hills, Ohio 44122

...

Apex Construction and Management, Inc.  
24381 Aurora Road  
Bedford, Ohio 44146

...

Service Elevator Modernization  
Highland Hills Municipal Building  
3700 Northfield Road  
Highland Hills, Ohio 44122

...

Makovich & Pusti Architects, Inc.  
111 Front Street  
Berea, Ohio 44017

## PAGE 2

The date of this Agreement.

## PAGE 3

(Check one of the following boxes and complete the necessary information.)

Not later than ( 230 ) calendar days from the date of commencement of the Work.

...

N/A

N/A

...

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Three Hundred Sixty Nine Thousand, Three Hundred Dollars (\$ 369,300.00 ), subject to additions and deductions as provided in the Contract Documents.

...

N/A

N/A

...

N/A

N/A

N/A

...

N/A

N/A

...

N/A

N/A

N/A

...

N/A  
**PAGE 4**

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the First day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the First day of the Following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Forty Five ( 45 ) days after the Architect receives the Application for Payment.

...

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due: Ten percent (10.00%)  
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

**PAGE 5**

N/A

...

N/A

...

None  
**PAGE 6**

Arbitration pursuant to Section 15.4 of AIA Document A201-2017

...

N/A

...

Collin Sullivan  
Properties Director  
Village of Highland Hills  
3700 Northfield Road  
Highland Hills, Ohio 44122

...

Shaju A. Shahjahan  
Apex Construction and Management, Inc.  
24381 Aurora Road  
Beford, Ohio 44146

PAGE 7

- ~~.2~~ AIA Document A101™ 2017, ~~Exhibit A, Insurance and Bonds~~
- ~~.3~~ AIA Document A201™ 2017, General Conditions of the Contract for Construction
- ~~.4~~ AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below.  
(Insert the date of the E203 2013 incorporated into this Agreement.)

...

See attached Table of Contents

...

See attached Table of Contents

...

Addendum No.1

June 2, 2023

5

PAGE 8

Supplementary and other Conditions of the Contract:

...

See attached Table of Contents

...

Form of Proposal from Apex Construction dated June 9, 2023.

...

\_\_\_\_\_  
MAYOR (Signature)  
Michael L. Booker  
Village of Highland Hills, Ohio

Shaju A. Shahjahan  
\_\_\_\_\_  
CONTRACTOR (Signature)  
Shaju A. Shahjahan, President  
Apex Construction & Management, Inc.

Approved as to form

\_\_\_\_\_  
OWNER (Signature)

\_\_\_\_\_  
CONTRACTOR (Signature)

\_\_\_\_\_  
**COUNCIL PRESIDENT** *(Signature)*

*Cassandra Pride*

*Village of Highland Hills, Ohio*

*(Printed name and title)*

\_\_\_\_\_  
**LAW DIRECTOR** *(Signature)*

*Thomas O'Donnell*

*Village of Highland Hills, Ohio*

*(Printed name and title)*

## **Certification of Document's Authenticity**

**AIA® Document D401™ – 2003**

I, \_\_\_\_\_, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 15:56:59 ET on 07/20/2023 under Order No. 2114452965 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, other than those additions and deletions shown in the associated Additions and Deletions Report.

\_\_\_\_\_  
*(Signed)*

\_\_\_\_\_  
*(Title)*

\_\_\_\_\_  
*(Dated)*

May 16, 2023

**TABLE OF CONTENTS**

000	Cover Page
1-00	Table of Contents
LN	Legal Notice

**DIVISION 0 BIDDING DOCUMENTS**

---

A-1	Instruction to Bidders
A-3	Form of Proposal
C-1	General Conditions
C-2	Modifications to the General Conditions
C-3	Standard Form of Agreement
PB	Performance Bond
BER	Bidder's Experience Record
NCA	Non-Collusion Affidavit
PPT	Personal Property Tax Verification Affidavit
DS	Certification of Compliance with Unresolved Finding for Recovery and Suspension and Debarment
ICIC	Independent Contractor Indemnification Clause
PWR	Prevailing Wage Rates

**DIVISION 1 SPECIFICATIONS**

---

011000	Summary
012600	Contract Modification Procedures
012900	Payment Procedures
013100	Project Management and Coordination
013200	Construction Progress Documentation
013300	Submittal Procedures
014000	Quality Requirements
014200	References
015000	Temporary Facilities and Controls
016000	Product Requirements
017300	Execution
017700	Closeout Procedures
017823	Operation and Management Data
017839	Project Record Documents
017900	Demonstration and Training

**ARCHITECTURAL SPECIFICATIONS**

---

024119	Selective Demolition
061600	Sheathing
078413	Penetration Firestopping
096516	Resilient Sheet Flooring
099123	Painting
102213	Wire Mesh Partitions
142500	Existing Elevator Modernization

Village of Highland Hills  
Highland Hills Municipal Building

Service Elevator Modernization  
MPA No.: MPA-2022.11

## SECTION A-3 - FORM OF PROPOSAL

To: Armina Newton  
Finance Director  
Village of Highland Hills  
3700 Northfield Road  
Highland Hills, Ohio 44122

Submitted by:

Apex Construction & Management Co., Inc. on 06/07/2023  
Contractor Date  
24381 Aurora Road, Ste A-6, Bedford Heights, OH 44146  
Address

Having examined the Specifications, Drawings and other Bidding Documents entitled or pertaining to:

Service Elevator Modernization  
Highland Hills Municipal Building  
Village of Highland Hills  
3700 Northfield Road  
Highland Hills, Ohio 44122

A enumerated in the "Index to Specifications and Drawings", and having received and examined the following addenda:

Addendum No. 1 dated 06/02/2023  
Addendum No. \_\_\_\_\_ dated \_\_\_\_\_  
Addendum No. \_\_\_\_\_ dated \_\_\_\_\_

all as prepared by Makovich & Pusti Architects, Inc., 111 Front Street, Berea, Ohio 44017, and having familiarized himself with all requirements therein, with the site, and with conditions governing construction of the project, the undersigned submits the following proposal.

The undersigned hereby proposes and agrees to furnish all labor, materials, transportation and equipment necessary to complete all work required for the construction and completion of the project as shown on the Drawings or described in the Specifications, for the sum(s) and under the conditions stated below.



1. BASE BID:

Three Hundred Sixty Five Thousand Four Hundred and 00/100 Dollars Dollars (\$ 365,400.00 )

2. PERFORMANCE BOND:

Four Thousand Three Hundred and 00/100 Dolars Dollars (\$ 4,300.00 )

3. TIME REQUIRED FOR COMPLETION

322 Calendar Days.

4. SUBSTITUTIONS

Contractors may propose substitutions for materials or items specified and enter them on the attached "Substitution Sheet". Substitutions must not be made part of the base bid.

Base bid must be based on specified items only.

5. EXTRA WORK

Extra work or changes in the work, not called for in the Drawings, Specifications or Addenda thereto issued up to the date of this proposal shall be performed only on written authorization from the Owner or his representative and on the cost and percentage basis stated elsewhere in the Bidding Documents

6. ACCEPTANCE OF BIDS

A. The Owner reserves the right to:

- 1) Waive informalities in any bid
- 2) Reject any bid that is incomplete, irregular, that does not contain information required, or bonds.
- 3) Reject any or all bids received.
- 4) Award contract to the best qualified lowest responsible bidder.

B. Bids shall be held firm for a period of Sixty (60) days after the date of receipt of bids.

C. The undersigned acknowledges these rights and conditions of the Owner.

**PLUMBING SPECIFICATIONS**

---

220550	Common Work Results for Plumbing
220529	Hangers and Supports for Plumbing Piping and Equipment
221120	Plumbing Piping
221429	Sump Pumps

**HVAC SPECIFICATIONS**

---

230500	Common Work Results for HVAC
233113	Metal Ducts
233126	Split System Air Conditioning Units
233423	HVAC Power Ventilators

**ELECTRICAL SPECIFICATIONS**

---

260500	Common Work Results for Electrical
260501	Basic Electrical Materials and Methods
260519	Low-Voltage Electrical Power Conductors and Cables
260526	Grounding and Bonding for Electrical Systems
260529	Hangers and Supports for Electrical Systems
260533	Raceway and Boxes for Electrical Systems
260544	Sleeves and Sleeve Seals for Electrical Raceways and Cabling
260553	Identification for Electrical Systems
262726	Wiring Devices
262813	Fuses
262816	Enclosed Switches and Circuit Breakers
265119	LED Interior Lighting
283111	Fire Detection and Alarm System

**DRAWING INDEX**

---

CS1.1	Cover Sheet
-------	-------------

**ARCHITECTURAL DRAWINGS**

---

A1.1	Partial Floor Construction Plans
------	----------------------------------

**MECHANICAL DRAWINGS**

---

M1.1	New Work – Partial Basement – Roof Floor Plans – HVAC
M1.2	New Work – Partial Basement – Roof Floor Plans – HVAC

**ELECTRICAL DRAWINGS**

---

E1.0	General Notes, Legends, and Details – Electrical
ED1.1	Demolition – Partial Basement – Roof Floor Plans – Electrical
E1.1	New Work – Partial Basement – Roof Floor Plans – Electrical
E2.1	Electrical Riser Diagram

Village of Highland Hills  
Highland Hills Municipal Building

Service Elevator Modernization  
MPA No.: MPA-2022.11

ASSIGNMENT OF CONTRACT

It is understood and agreed by the undersigned that if the undersigned's bid is successful and contract is awarded to him, that contract will be with the Village of Highland Hills.

BIDDER Apex Construction & Management Co., Inc.

BY Shaju A. Shahjahan

TITLE President

DATE 06/07/2023

TELEPHONE NUMBER 440-786-7220

OFFICIAL ADDRESS: 24381 Aurora Road, Ste A-6, Bedford Heights, OH 44146

(If a Corporation)

President Shaju A. Shahjahan

Secretary <sup>Name</sup> Selina Shahjahan

Treasurer <sup>Name</sup> Shaju A. Shahjahan

<sup>Name</sup>  
Attach certified copy of Resolution of Corporate Board of Directors if the above is signed by other than the President.

**SUBSTITUTIONS**

The undersigned proposes the following items and materials as substitutions for those items and materials called for by the Drawings and Specifications.

<u>Specified Item</u>	<u>Proposed Substitution</u>	<u>Deduct</u>	<u>Amount</u>
<u>No substitutions</u>			

(If necessary use additional sheets)

Submitted by Apex Construction & Management Co., Inc.  
(Company)

*Ray M. ...*  
(Signature)

END OF SECTION A-3



**NON-COLLUSION AFFIDAVIT**

NOTE: This affidavit, properly executed and containing all required information must accompany your bid. IF YOU FAIL TO COMPLY YOUR BID MAY NOT BE CONSIDERED.

STATE OF OHIO )  
COUNTY OF CUYAHOGA ) SS

Shaju A. Shahjahan being first duly sworn deposes and says:

Individual Only: That he is an individual doing business under the name of \_\_\_\_\_ at \_\_\_\_\_ in the City of \_\_\_\_\_ State of \_\_\_\_\_

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

Corporation Only: That he is the duly authorized qualified and/or acting President of Apex Construction & Management Co., Inc. a corporation organized and existing under the laws of the State of Ohio

and that he, said partnership or said corporation, is filing herewith a proposal or bid to the Village of Highland Hills, in conformity with the foregoing specifications.

Individual Only:

Affiant further says that the following is a complete and accurate list of the names and addresses of all persons interested in said proposed contract:

\_\_\_\_\_  
\_\_\_\_\_

Affiant further says that he is represented by the following attorneys:

\_\_\_\_\_  
\_\_\_\_\_

and is also represented by the following resident agents in the City of \_\_\_\_\_

Partnership Only

Affiant further says that the following is a complete and accurate list of the names and addresses of the members of said partnership:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Affiant further says that said partnership is represented by the following attorneys:

\_\_\_\_\_  
\_\_\_\_\_

and is also represented by the following resident agents in the City of \_\_\_\_\_

Corporation Only.

Affiant further says that the following is a complete and accurate list of the officers, directors and attorneys of said corporation:

President: Shaju A. Shahjahan  
Vice-President: Sifat Shahjahan  
Secretary: Selina Shahjahan  
Treasurer: Shaju A. Shahjahan  
Manager or Agent:  
Attorneys: Meyers Roman

Directors

and the following officers are duly authorized to execute contracts on behalf of said:

corporation: Shaju A. Shahjahan  
Selina Shahjahan  
Sifat Shahjahan

Affiant further says that the proposal or 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 sham; that said bidder has not, directly or indirectly, induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly, colluded, conspired, connived or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall sought by agreement, communication or conference with anyone to fix the bid price of said bidder or of any other bidder, or to secure any advantage against the Village of Highland Hills, or anyone interested in the proposed contract; that all statements contained in such bid are true; that said bidder has not directly or indirectly, submitted his bid price or any breakdown thereof or the contents thereof, or divulged information or data relative thereto, or paid to 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 hereinabove disclosed to have a partnership or other financial interest with said bidder in his general business, and further that said bidder will not pay or agree to pay, directly or indirectly, any 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

Apex Construction & Management Co., Inc.  
(name of individual, partnership or corporation)

Further affiant saith not.

(Sign Here) *Shaju A. Shahjahan*

Sworn to before me and subscribed in my presence this 7th Day of June

A.D., 20 23

*[Signature]*  
Notary Public



SIFAT SHAHJAHAN  
NOTARY PUBLIC, OHIO  
MY COMMISSION EXPIRES  
8/19/27



STATEMENT REGARDING PERSONAL PROPERTY TAXES

I, Shaju A. Shahjahan President  
(Name) (Owner, President, Etc.)

of Apex Construction & Management Co., Inc. do hereby certify that this firm or person  
is is not delinquent in the filing and/or payment of personal property taxes in Cuyahoga  
(circle one)

County.

(If the answer is in the affirmative, please submit a statement listing the year or years of delinquency and the amounts).

Signed Shaju A. Shahjahan

Name of Firm Apex Construction & Management Co., Inc.

Address 24381 Aurora Road, Ste A-6

Bedford Heights, OH 44146

Telephone \_\_\_\_\_

State of Ohio )  
County of Cuyahoga ) SS

SIFAT SHAHJAHAN  
Subscribed in my presence this 7th day of June, 20 23.  
MY COMMISSION EXPIRES

8/19/27

[Signature]  
Notary Public



Note: Statement Regarding Personal Property Taxes in Cuyahoga County.

If the business is not located in Cuyahoga County, please add a brief explanation to the above statement to the effect that no taxes are owed to Cuyahoga County (if such is the case), or to the County in which the business is located.

CERTIFICATION OF COMPLIANCE WITH UNRESOLVED FIN

I, Shaju A. Shahjahan President  
(Name) (Owner, President, Etc.)

of Apex Construction & Management Co., Inc., do hereby certify that this firm  
(Company Name)

or person has / has not been suspended or disbarred from doing business or who appears on the any excluded parties listing on the System of Award Management ([www.sam.gov](http://www.sam.gov)) maintained by the Federal Government. By executing this contract, the Contractor warrants that is not now, and will not become suspended or debarred or appear on the excluded parties listing on the System of Award Management.

Signed: [Signature]  
Name of Firm: Apex Construction & Management Co., Inc.  
Address: 24381 Aurora Road, Ste A-6  
Bedford Heights, OH 44146  
Telephone: 440-786-7220  
Fed. I.D. #: 34-1831695

STATE OF OHIO )  
COUNTY OF CUYAHOGA ) SS:

Sworn to and subscribed in my presence this 7th day of June, 20 23.



SIFAT SHAHJAHAN  
NOTARY PUBLIC, OHIO  
MY COMMISSION EXPIRES  
8/19/27

[Signature]  
(Notary Public)

**INDEPENDENT CONTRACTOR INDEMNIFICATION CLAUSE**

**VILLAGE OF HIGHLAND HILLS  
CUYAHOGA COUNTY, OHIO**

**Bid For  
Highland Hills Municipal Building Service Elevator Modernization**


The Contractor and the Owner mutually agree that the relationship formed by this agreement is intended to be that of customer and independent contractor, and is not an employment relationship.

The Contractor hereby represents that it is not an entity over whom the National Labor Relations Board has ever declined jurisdiction.

The Contractor further agrees and covenants that, should a safety issue or complaint arise from, or involving, an employee, agent or representative of the Contractor, the Contractor will indemnify and hold the Owner harmless, and will assume all legal and financial responsibility for said issue or complaint including, but not limited to, all fines, fees, costs, corrective action, provision of equipment, training and administration.

The Contractor further agrees and covenants that, should a safety related issue, suit, or complaint be filed against the Owner by an employee, agent or representative of the Contractor, the Contractor will pay all associated costs of the Owner, as the Owner deems necessary, in order to defend, correct, or resolve said issue or complaint.

**Signed:**

  
\_\_\_\_\_  
Contractor / Apex Construction & Management Co., Inc.

06/07/2023

\_\_\_\_\_  
**Date**

**APEX CONSTRUCTION AND MANAGEMENT CO., INC.**

24381 Aurora Road, Suite A-6

Bedford Hts. OH 44146

Phone (440) 786-7220

9-1-96-23

**Major General Contractor/Lead Contractor projects completed by Apex Construction and Management Co., Inc.**

Project Name	Owner	Address	Description	Owner/ Architect	Tel./Email	Contract Amount	Architect	Tel./ Email	Compl.
Coleridge & Chapin Wendover School	CMSD	1111 Superior Avenue Cleveland, OH	Interior Renovation	Bohler Delisanti	216-201-3528 / bohler.delisanti@clevelandohio.gov	\$ 885,255.00	Daniel H. K. Gendall	216-782-4444 / dkgendall@midland.com	2023
Lincoln Park Library	Cuyahoga County Public Library	21235 Lorain Road Fairview Park, OH	Interior Renovation	L.H. Mohr	216-749-6434 / mohr@co.cuyahoga.gov	\$ 224,000.00	Mark Ross	216-782-4444 / mross@co.cuyahoga.gov	2023
Shaker Heights School	City of Shaker Heights	1500 Parkland Drive Shaker Heights, OH	Interior Renovation	Daryl Kozel	216-205-1400 / daryl.kozel@shaker.org	\$ 60,563.00	Daniel Backerstaff	216-782-4444 / mross@co.cuyahoga.gov	2023
Windsong Water Department	Cleveland Water Department	8021 Bayview Road Twinsburg, OH	HVAC Interior Renovation	Leslie Young	216-857-1373 / leslie.young@cityofclevelandohio.com	\$ 478,026.40	Mark A. FN	216-804-2020 / mfn@co.cuyahoga.gov	2023
Adelphi Square Elevator Replacement	CMHA	7400 Wade Park Avenue, Cleveland OH	Elevator Replacement and Misc GI work	Emerson Edwards	216-271-2287 / edwards@emha.com	\$ 1,212,000.00	Mike Turner	216-804-2020 / mturner@co.cuyahoga.gov	2022
Michael's Diner	GCRTA	13051 Shaker Blvd Cleveland, OH	Roof Replacement, Misc GI Work	Jonathan Lable	216-356-3130 / jonlabl@cityofclevelandohio.gov	\$ 279,000.00	Mike Capel	216-782-4444 / mcapel@co.cuyahoga.gov	2021
Strongsville Fire Station #1	City of Strongsville	11297 Webster Road, Strongsville, OH	Fire Alarm HVAC interior renovation	Tom Bandillo	440-880-3105 / tom.bandillo@strongsville.org	\$ 477,213.00	Daryl Pound	216-787-2090 / dpound@highroads.com	2020
Creswood Park Pool House Renovation	City of Cleveland	2220 W. 88th St Cleveland, OH 44114	Plumbing, HVAC, Bathroom Renovate	Tony Fretzel	216-644-6299 / tffretzel@cityofclevelandohio.gov	\$ 337,444.00	Tom Vincent	216-644-6299 / tvincent@cityofclevelandohio.gov	2019