



Congress Square I Condominium

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M E M O R A N D U M

TO: Basement Repair Contractors

RE: Request for Proposal - Basement Waterproofing Repairs

DATE: August, 2018

We are requesting a proposal for **BASEMENT WATERPROOFING REPAIRS** at **Congress Square I Condominium**. **Congress Square I** is located on Williamsburg Court, West of Eastland Road between Bagley and Sheldon Roads in Middleburg Heights, just at the Berea border. An issue have arisen in the southeast corner of the 11 course concrete block basement wall, at one of the dwelling units located in one building at the Association. The interior wall of the unit is finished with paneling and carpeting. The unit owner reports the following:

- Water infiltration when heavy rains occur
- Musty odor in basement
- Mildew on carpet tackless strips
- Wet carpet pad

The issue may have been present in the past while the unit was unoccupied for some time prior its sale to the new and present owner who has noticed and reported the situation.

Remarks Regarding Condominium Property:

There are three (3) types of property at the Condominium Association, with varying responsibilities for repair and replacement. Your proposal should provide sufficient detail to isolate the costs so that they may be assessed to the responsible parties. For convenience in the management of the project, certain costs that are the responsibility of the unit owner may be billed to the Association and the Association will levy a special assessment to the owner for the costs.

1. **Common Elements** - Repaired or replaced by the Association. Includes components comprising foundation wall, storm drains, soil back fill in event of excavation.
2. **Limited Common Elements** - Repaired or replaced by the individual unit owner and including the costs of removing and replacing these elements. Includes patio fence and other improvements such as decks, concrete patio slab if any and concrete stoops to front and patio doors and patio borders.
3. **Unit Property** - Repaired or replaced by individual unit owner. Includes decorated surfaces on walls and floors such as paint, wall paper, paneling, finished basement improvements, carpeting, appliances and air conditioning equipment if any.

Site Visitation:

Association management does not have access to the individual homes. Please contact Association Administration for unit owner information for access to the home. You may share the overall scope of what will be entailed in the job with the unit owner, but we would appreciate the price and specific detail confidentiality for your proposal.

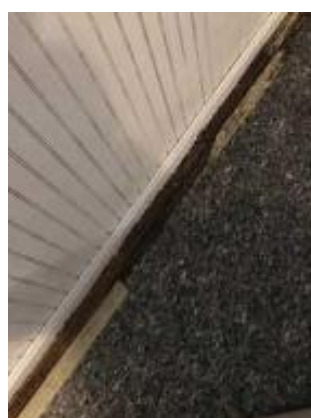
Preparation of Proposal:

Your completed proposal submission will be reviewed by the Board of Directors of the Association prior to an award of a Contract for Repairs and the Board reserves the right to reject any proposal for any reason. Information updates will be posted at www.condohome.net/contr/basement18w.pdf

The Association may utilize an “Overlay Agreement”, available at the Project Update Link above, and which may be attached to the final proposal document and specifications for the project. This Agreement will contain information regarding insurance, indemnification, workers compensation, changes in the work and other terms and conditions and you will have the opportunity to adjust your contract price and certain terms of the overlay to accommodate certain specific situations and requests from your firm.

The pre-construction sewer diagrams, floor plans and other information is available at <http://s.condohome.net/>

Should you have any questions, please contact us at (440) 572-7649. Our basic office hours are Monday -Thursday Noon - 6 PM and Friday Noon - 4 PM. Thank you.





Congress Square I Condominium

BASEMENT WATERPROOFING REPAIR AGREEMENT

This **BASEMENT WATERPROOFING REPAIR AGREEMENT** (“Agreement”) is made and entered into on the date indicated below at Middleburg Heights, Ohio, by and between Congress Square No. I Unit Owners Association (“Association”), and _____ (“Contractor”).

1. OFFER AND ACCEPTANCE. Contractor offers to furnish all the materials, equipment and personnel necessary to complete the Basement Waterproofing Repair Services (Project) pursuant to the terms and conditions as hereinafter stated. Association accepts Contractor’s offer pursuant to the terms and conditions as hereinafter stated.

2. PARTY REPRESENTATIVES.

(A) All decisions or approvals required of Association shall be made by its Board of Directors. Association designates **condohome limited**, as Association’s sole “Administrator” for the Project who is hereby authorized to convey and submit all decisions, approvals and other communications of Association, required or needed under the terms of this Agreement, to Contractor. The Administrator is also authorized to receive any and all correspondences, notices and other communications required under the terms of this Agreement from Contractor on behalf of Association. The Administrator shall have the right at all times to examine or have examined the materials, equipment and supplies used by the Contractor and to observe the operations of the Contractor, its agents and employees. In no event shall this Agreement or any of the attached documents be construed to create a contractual relationship of any kind between the Administrator and Contractor.

(B) Contractor designates _____, as its “Representative” and supervisor having authority and responsibility over all work performed by Contractor, its subcontractors, agents and employees. Contractor’s Representative is hereby authorized to convey and submit all decisions, approvals and other communications of Contractor, required or needed under the terms of this Agreement to Association. Contractor’s Representative is authorized to receive any and all correspondences, notices and other communications required of this Agreement from Association on behalf of Contractor. Contractor shall maintain the same Representative for the duration of this Agreement unless Contractor notifies Association in writing of any changes in Contractor’s Representative.

3. CONTRACT DOCUMENTS. The Contract Documents consist of the following:

(A) This Agreement; and (B) The Specifications for Basement Waterproofing Repairs, which may be supplied through the Contractor's Proposal, which are attached to and incorporated into this Agreement. Any conflicts between Contractor’s Proposal Document and this Agreement shall be interpreted in favor of this Agreement.

4. INDEPENDENT CONTRACTOR. Contractor is properly equipped, organized and financed to complete the Project. Contractor shall operate as an independent contractor and not as the agent or employee of Association or Administrator.

5. GOVERNMENTAL COMPLIANCE; PERMITS AND LICENSES. Contractor shall complete the Project in accordance with the requirements of the City of Middleburg Heights, the State of Ohio and any other governmental entity or agency having jurisdiction over the Project. Contractor shall further apply for and obtain all necessary governmental permits, licenses and inspections that may be required in connection with the Project. If Contractor performs any work contrary to any laws, ordinances, rules and regulations, Contractor shall bear all costs arising therefrom, including, but not limited to, costs of reparations, correction and defense of prosecution. Contractor is required to provide Association with copies of all such required permits

and licenses. Association shall reasonably assist Contractor, when necessary, in obtaining such permits and licenses.

6. INSURANCE.

(A) Contractor shall provide and maintain, at its own expense, through the completion of the Project, and for a period of two weeks thereafter, the following forms of insurance, issued by companies authorized to do business in the State of Ohio and list the Association as an additional named insured:

(i) **Workers' Compensation Insurance**, including Employer's Liability Insurance, covering all personnel engaged in the performance of this Agreement and in accordance with the laws of the State of Ohio.

(ii) **General & Public Liability Insurance; Property Damage Insurance;** and, **Automobile Liability Insurance**, covering bodily injuries, and coverage for property damage, for any accident arising out of or resulting from the operation, maintenance or use by Contractor, its subcontractors, agents or employees, of any owned, non-owned, or hired automotive equipment.

7. GENERAL SCOPE OF WORK AND RESPONSIBILITIES.

(A) This Project concerns the repair of certain cracks in the perimeter basement walls within the Congress Square I Condominium property ("Condominium Property") as listed and described in the Specifications.

(B) It is the intent of the Specifications to describe a complete job to be accomplished in accordance with industry standards for multi-family properties. Any work that may reasonably be inferred from the Specifications as being required to produce the intended result shall be supplied whether or not it is specifically called for.

(C) Contractor shall supervise and direct the Project competently and efficiently, and shall be solely responsible for the means, methods, techniques, sequences and procedures of the work to be performed.

(D) Contractor shall provide competent, suitably qualified personnel who shall prepare and perform the duties of the work as required in this Agreement, observing the rules or regulations of the Association and the Specifications. The Contractor shall immediately notify the Association of any labor disputes and of their impact upon the completion of the work outlined.

(E) Any and all subcontractors shall be listed in the Contractor's proposal and on a Supplemental Statement of Subcontractors when changes occur. These subcontractors are bound by all of the Contract Documents, including the Insurance requirements stated in Paragraph 6.

(F) Contractor shall be fully responsible for all acts and omissions of its subcontractor(s) and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that the Contractor is responsible for the acts and omission of persons directly employed by Contractor. Nothing in the Agreement shall create any contractual relationship between Association and any subcontractor, nor shall it create any obligation on the part of Association to pay or to see to payment of any moneys due to any subcontractor or any person or organization, except as may be otherwise required by law. Association may furnish to any subcontractor or other person or organization, to the extent practicable, evidence of amount paid to Contractor on account of specific work done.

(G) The Contractor agrees that it will take steps necessary to insure that each person or company furnishing materials, supplies, or services in connection with the work to be performed under this agreement are promptly paid, and Contractor agrees to indemnify and hold harmless the Association from any and all claims and demands arising therefrom. Proof and release of all payments and liens will be provided upon request.

8. SITE ACCESS, PREPARATION AND STORAGE.

Storage of any materials and equipment on the site, upon written permission of the Association, shall be at Contractor's sole risk. Contractor shall confine equipment, materials and the operation of workers to areas permitted by the requirements of the Agreement, and shall not unreasonably encumber the Condominium Property with equipment or material.

9. SAFETY AND PROTECTION.

(A) Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Project, including, without limitation, ensuring compliance with all applicable governmental safety rules, regulations, laws and requirements.

(B) All equipment shall be properly maintained and shall be of the type that will not present a safety hazard to the Association residents under reasonably foreseeable circumstances.

(C) Contractor shall make good any injury that may have occurred to any adjoining buildings, structures, utilities or personal property in consequence of the work.

10. HOURS AND TIME FOR COMPLETION.

(A) Services shall be performed between 8:00 am and 6:00 PM, Monday through Friday. Work shall not take place at other times or on Saturdays, Sundays or legal Holidays except with Association's prior consent and without an increase in the Contract Price.

(B) This Agreement shall cover services rendered from _____, 2018 through _____, 2018.

11. CHANGE ORDERS. Any work not required or specifically authorized by this Agreement shall be done only upon Association's prior written order provided by the Administrator. Association, without invalidating this Agreement, may order changes consisting of additions, deletions or other revisions. Association shall not be responsible, liable or obligated to pay for any work performed or materials supplied without its prior written approval. No waiver, alterations or modifications of this Agreement or any other agreements in connection therewith shall be valid unless in writing and duly executed by all parties hereto.

12. METHOD OF PAYMENT. Association shall pay Contractor for work performed and materials provided pursuant to the following terms and conditions:

(A) Association shall pay Contractor installments of the Contract Price for items completed and approved by the Association, within thirty (30) days following Association's receipt of Contractor's invoice.

(B) Final payment shall be tendered for the balance due, less any liquidated damages due to the Association, on or about fifteen days (15) after repairs have been made and accepted by the Association.

(C) In the event that Association fails to make any payment of the Contract Price within thirty (30) days of the date due, Association shall pay Contractor interest on such payment from the date originally due at a rate equal to ten percent (10%) per annum.

(D) Association's approval of any work or materials and/or any progress or final payment to Contractor shall not constitute a waiver of any claim of defect or damage against Contractor.

(E) All agreements of payment and performance on the part of the signatory(ies) for Association shall be agreements to pay and perform out of funds of Association. No signatory for Association assumes, nor shall he or she be under, any personal liability or obligation by reason of this Agreement.

13. WARRANTIES AND GUARANTEES.

(A) All workmanship and materials shall meet the highest industry standards so as to pass without objection in the masonry and/or plumbing trades.

(B) In addition to all other requirements of this Agreement and/or Ohio law, Contractor shall replace, at its own expense, or pay for the cost of, without any additional expense to the Association, any and all equipment or property of Association or its unit owners that is damaged due to Contractor's negligence or the negligence of Contractor's subcontractors, agents or employees.

14. INDEMNIFICATION.

(A) To the fullest extent provided for by law, Contractor shall indemnify, hold harmless and defend Association, its Board Members, Administrator and owners, and all of their heirs and assigns, against all

liabilities, claims, damages, losses and expenses, including, but not limited to, reasonable attorneys' fees, for property and/or bodily damage that may arise out of, relate to, or be caused by any act or omission of Contractor, its subcontractors, agents or employees, in the performance of any part of this Agreement.

(B) In any and all claims against Association, its Board Members, Administrator or its owners, by any employee of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone whose acts any of them may be liable for, the indemnification obligations under this Paragraph shall not be limited in any way by any limitation on the amount or the type of damages, compensation or benefits payable by or for Contractor or subcontractor under any workers compensation or disability benefit act or coverage or other employee benefit acts.

15. DEFAULT BY CONTRACTOR. If Contractor fails to perform any obligation under this Agreement in any material respect, or fails in any way to perform the conditions hereof, or disregards the authority of Administrator, or fails to pay laborers, mechanics, materialmen and suppliers when due (and if such failure to pay is not caused by Association's failure to make payments to Contractor in accordance with this Agreement), or repeatedly fails to supply sufficient, skilled work personnel or suitable materials or equipment, or disregards any laws, ordinances, rules, regulations, or orders of any public body having jurisdiction, Association shall have the right, if it so elects and without prejudice to any rights it may have, by giving seven (7) days written notice of its election to Contractor, to terminate this Agreement and take over all work, or part thereof, and finish the work by whatever method Association deems expedient.

16. FAILURE TO PERFORM AND AGREEMENT CANCELLATION. Contractor's failure to comply in any material respect with any of the terms of this Agreement shall constitute a breach of this Agreement. In the event of such breach, Association, in addition to all other remedies available under the laws of the State of Ohio, including the right of termination as provided for in Paragraph 15, shall have the right to withhold part or all of any payment otherwise due pursuant to the terms of this Agreement. Contractor shall be liable for any and all costs including, but not limited to, Association's reasonable attorneys' fees, in enforcing the terms of this Agreement or curing any breach of same. Any retention of payment of moneys due to the Contractor by the Association will not release Contractor from liability.

18. WAIVER OF BREACH. The failure of any party hereto to insist upon strict performance of any of the covenants and agreements herein contained, or to exercise any option or right herein conferred, on any one or more instances, shall not be construed to be a waiver or relinquishment of any such option or right, or of any other covenants or agreements, but the same shall be and remain in full force in effect.

19. MEDIATION. If a dispute arises out of or relates to this Agreement, and if said dispute cannot be settled through direct discussions, the parties shall first endeavor to settle the dispute in an amicable manner by mediation under the rules of the American Arbitration Association then in effect for Ohio, before resorting to further legal proceedings.

20. CONTRACT PRICE. The total Contract Price for services the Project as described in this Agreement,