

DELIVERED JUN 08 2023

City of Middleburg Heights, Ohio

Ordinance No. 2023- 46

Introduced by: Mr. Bortolotto, Mr. Meany, and Mr. Grech

**AN ORDINANCE
AUTHORIZING THE MAYOR AND FINANCE DIRECTOR
TO ENTER INTO A CONTRACT WITH
MR. LEVEL CONCRETE LEVELING**

WHEREAS, the City's purchasing policy requires City Council approval on any single purchase of products or services exceeding \$25,000 or any professional service contract exceeding \$10,000, with the exception of items purchased through or at an amount equal to an approved cooperative purchasing agreement; and

WHEREAS, the City desires to retain the services of a competent and qualified contractor to provide certain products/services to the City; and

WHEREAS, Mr. Level Concrete Leveling is competent and qualified to furnish products and/or services to the City and has provided a responsive and responsible proposal, and desires to provide the 2023 Sidewalk Program.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIDDLEBURG HEIGHTS, CUYAHOGA COUNTY, STATE OF OHIO:

Section 1. That the Mayor and Finance Director is hereby authorized to enter into a contract with Mr. Level Concrete Leveling to provide certain products and/or services to the City, a copy of which is attached hereto and marked "Exhibit A".

Section 2. That it is hereby found and determined that all formal actions of this council concerning and relating to the passage of this ordinance were adopted in an open meeting of this council, and that all deliberations of this council and any of its committees that resulted in such formal actions were in meetings open to the public, in compliance with all legal requirements including chapter 107 of the Codified Ordinances and section 121.22 of Ohio Revised Code.

PASSED 6/13/23

David Brutto
PRESIDENT OF COUNCIL

ATTEST:
M. Meda
CLERK OF COUNCIL

PRESENTED TO MAYOR 6/14/23

APPROVED ON: 6-14-23

	YEAS	NAYS
BORTOLOTTO	<u>X</u>	_____
ALI	<u>X</u>	_____
SAGE	<u>X</u>	_____
MEANY	<u>X</u>	_____
MCGREGOR	<u>X</u>	_____
FERENCE	<u>X</u>	_____
GRECH	<u>X</u>	_____

Matthew Costello
MAYOR

I, Mary Ann Meala Clerk of the Council of the City of Middleburg Hts., Ohio, hereby certify that Ord. 2023-46 adopted by the Council of the City of Middleburg Hts., on 6/13/23 was posted for a period of fifteen days, beginning 6/15/23 and remained so posted for fifteen days at the two posting places as designated by Charter.
Mary Ann Meala
Clerk

CERTIFICATE

I, Mary Ann Meala Clerk of Council of the City of Middleburg Heights, Ohio, do hereby certify that the foregoing is a true and accurate copy of Ord. 2023-46 passed on the 13th day of June 2023 by said Council.

Mary Ann Meala
Clerk of Council



Estimate

2304-1211-9911
2023-04-21

Mr. Level - Cleveland
35522 Center Ridge Road
Unit C
North Ridgeville OH 44039
office@mrlevel.com
855-675-3835

CITY OF MIDDLEBURG HTS - MIKE NADEO
7375 ENGLE RD
MIDDLEBURG HEIGHTS OH 44130
MNADEO@MIDDLEBURGHEIGHTS.COM
(216) 409-1945

MIKE NADEO
7375 ENGLE RD, MIDDLEBURG HEIGHTS, OH, 44130

Why Choose Mr. Level for your project?

- We are Ohio's **ONLY** Lifetime Warranty Concrete Leveling Business
- We match any Polyurethane estimates **PLUS** add our Lifetime Warranty
- BBB Accredited Business
- Mr. Level is a member of NARI, HBA, NCBA, Blue Book, Home Magazine & Yelp
- Catch us daily on Fox 8

EACH PROJECT IS EXPECTED TO BE PAID IN FULL UPON COMPLETION

Kline Drive

<i>Description</i>	<i>Unit Price</i>	<i>Quantity</i>	<i>Total</i>
<u>Driveway</u> Lift, Level, Stabilize or Grind the following; <ul style="list-style-type: none"> • 5 Driveway blocks • Saw Cut to free up pipes <ul style="list-style-type: none"> ◦ 2 pipes in driveway need to be cut to free up pipe for lift. ◦ Cut will be in a tick tac toe pattern around the pipes. 	\$300.00	5.00	\$1,500.00
<u>Additional Blocks</u>	\$300.00	0.00	\$0.00

- This price is for additional blocks after the allotted 5 blocks included.
- This is at a cost of \$300 per block.

\$1,500.00

Middlebrook Blvd

<u>Description</u>	<u>Unit Price</u>	<u>Quantity</u>	<u>Total</u>
<u>Walkway - Public</u> Lift, Level, Stabilize or Grind the following; <ul style="list-style-type: none"> • 125 Public sidewalk blocks 	\$150.00	125.00	\$18,750.00
<u>Additional Blocks</u> <ul style="list-style-type: none"> • This price is for additional blocks after the allotted 125 blocks included. • This is at a cost of \$150 per block. 	\$150.00	0.00	\$0.00
			\$18,750.00

Williamsburg Ct

<u>Description</u>	<u>Unit Price</u>	<u>Quantity</u>	<u>Total</u>
<u>Walkway - Public</u> Lift, Level, Stabilize or Grind the following; <ul style="list-style-type: none"> • 10 Public sidewalk blocks 	\$150.00	10.00	\$1,500.00
<u>Additional Blocks</u> <ul style="list-style-type: none"> • This price is for additional blocks after the allotted 10 blocks included. • This is at a cost of \$150 per block. 	\$150.00	0.00	\$0.00
			\$1,500.00

Farnum Ave

<u>Description</u>	<u>Unit Price</u>	<u>Quantity</u>	<u>Total</u>
<u>Walkway - Public</u> Lift, Level, Stabilize or Grind the following; <ul style="list-style-type: none"> • 40 Public sidewalk blocks 	\$150.00	40.00	\$6,000.00
<u>Additional Blocks</u> <ul style="list-style-type: none"> • This price is for additional blocks after the allotted 40 blocks included. • This is at a cost of \$150 per block. 	\$150.00	0.00	\$0.00
			\$6,000.00

Chippewa Tr

<u>Description</u>	<u>Unit Price</u>	<u>Quantity</u>	<u>Total</u>
<u>Walkway - Public</u> Lift, Level, Stabilize or Grind the following; <ul style="list-style-type: none"> • 50 Public sidewalk blocks 	\$150.00	50.00	\$7,500.00

<u>Additional Blocks</u>	\$150.00	0.00	\$0.00
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- This price is for additional blocks after the allotted 50 blocks included.
- This is at a cost of \$150 per block.

\$7,500.00

Total \$35,250.00

By signing this Agreement, you intend to be bound by its terms and conditions. Furthermore, you, the Customer, hereby acknowledge you have received, read, understand and agree to the foregoing and each of the following which have been incorporated into this Agreement: 1) Estimate for services from Mr. Level 2) the Notice of Right to Cancel.

Signature  Date 6-14-23

AGREEMENT

General Performance

Customer hereby represents to Mr. Level that Customer is the legal owner of the property upon which services shall be rendered. Customer hereby contracts with Mr. Level to pressurize material under concrete pad(s) with the intent of leveling, raising or lifting the concrete pad(s) to a desired level. Mr. Level injects polyurethane material that has been tested and guaranteed not to shrink or fail; however, Customer agrees that Mr. Level is not liable for attempted leveling or lifts that fail due to concrete that has been improperly or poorly installed. Improper concrete thickness, low bag mixes, and poor installation may cause cracks to open or form on top of the concrete. Mr. Level will use best efforts to stabilize pads to reduce the size of crack separation. Customer understands that concrete pad separation commonly occurs when pads are lifted. Some concrete pads may not go back together due to dirt or debris washed into separated areas. Customer agrees that Mr. Level is not responsible for cracks, crack separation, or broken concrete. Customer further agrees that Mr. Level is not responsible for removing tree roots. Tree roots or other foreign objects under the concrete may continue to contribute to settling or shifting of the concrete. Concrete pads lifted to level the concrete pad with another concrete pad raised by tree roots or other foreign objects is not considered a permanent repair and cannot be warrantied

New Concrete

Any unforeseen situations will be handled accordingly. Any additional stone over two (2) inches beyond the estimated amount will be billed as an extra. These conditions may occur due to soft, spongy ground that would need to be taken out to perform the work correctly and/or due to elevation changes. Although Mr. Level will try to minimize it, some damage may occur to lawn and/or landscaping. Mr. Level will not be responsible to make repairs unless contracted to do so. Payment to be as follows: 50% of the contract price is due seven (7) days prior to work being started and the remaining amount is due on the day of completion of pour. All major credit cards accepted. Please note, there is no guarantee on cracks, spalling or other movement of concrete, or on color or pigment variations. For best results seal concrete every year and do not use salt or any other de-icing products.

Payment Terms

Customer agrees to pay Mr. Level the amount set forth in the Estimate upon completion of work. If not paid at the completion of work, amounts due will be invoiced to the Customer. Advance deposits may be required. A service charge of two percent (2%) per month will apply to all balances past due more than 30 days. An invoice fee of twenty dollars (\$20.00) will apply for each late fee notice dispatched to Customer. Customer agrees to reimburse Mr. Level for all costs and expenses incurred by Mr. Level for the collection of unpaid invoices including, but not limited to, the cost of reasonable attorney fees. Customer agrees there will be a \$35.00 fee for all checks returned for insufficient funds.

3rd Party Financing

Mr. Level offers a 12month Interest free Finance option through a Third Party. If using the 12month financing option as payment, Customer agrees to make full payment if denied financing. It is the Customer's responsibility to inform Mr. Level that Customer desires to cancel due to being denied approval for financing. Signing the Estimate from Mr. Level is not a part of the Third Party Financing.

Unless Mr. Level receives notification from Customer about canceling, Mr. Level will continue on with the repair of your property.

LIMITATION OF LIABILITY

All work will be completed in a professional and workmanlike manner. All underground piping, objects, utilities, electrical devices and sprinkler heads are the sole responsibility of the Customer and shall be conspicuously marked by Customer. If the concrete lift fails or the concrete cannot be raised and must be replaced, it is the Customer's sole responsibility to replace the concrete slab. Mr. Level may need to cut back, trim, or modify existing structures or materials that abut to the area to be lifted such as concrete pads, siding, lamp or porch posts in order to allow the concrete to lift to the proper position. ****CUSTOMER AGREES THAT MR. LEVEL IS NOT RESPONSIBLE FOR ANY REPAIRS OR REPLACEMENT OF ANY STRUCTURES OR MATERIALS CUT, TRIMMED OR MODIFIED IN THE CONCRETE LIFTING PROCESS.****

THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. THERE IS NO EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER AGREES MR. LEVEL IS NOT RESPONSIBLE FOR DAMAGES THAT OCCUR DURING, OR AS A RESULT OF, CONCRETE LEVELING OR LIFTING INCLUDING, BUT NOT LIMITED TO, EXISTING LANDSCAPING, PLUMBING OR ELECTRICAL FIXTURES, CONCRETE PADS, FLOORS OR WALLS. FURTHER, MR. LEVEL IS NOT RESPONSIBLE FOR DAMAGES CAUSED BY CONCRETE LEVELING OR LIFTING THAT LEADS TO OR MIGHT LEAD TO ABNORMAL LIFTING, OVER LIFTING, UNEVEN LIFTING, SETTLING OR SIDE PINCHING. EXCEPT AS PROVIDED BELOW, CUSTOMER AGREES THAT MR. LEVEL SHALL NOT BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PROFITS OR LOSS OF REVENUE. TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER AGREES THAT MR. LEVEL'S, ITS EMPLOYEES', AGENTS', OR SUBCONTRACTORS' TOTAL LIABILITY FOR ANY AND ALL INJURIES, CLAIMS, LOSSES, EXPENSES, OR DAMAGES WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO THE PROJECT OR THIS AGREEMENT FROM ANY CAUSE OR CAUSES INCLUDING, BUT NOT LIMITED TO, MR. LEVEL'S NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY SHALL NOT EXCEED \$500, AND ARE CAPPED AT THE TOTAL DOLLAR AMOUNT ATTRIBUTABLE TO LABOR PROVIDED FOR THE PROJECT (EXCLUSIVE OF ALL MATERIALS PROVIDED), AND SHALL OTHERWISE BE COMMENSURATE WITH THE ACTUAL AMOUNT OF DAMAGES INCURRED.

Lifetime Warranty

Unless waived by the Customer, based on the parameters set forth below, Customer shall receive a Lifetime Warranty ("Warranty") from Mr. Level. This does not include a Warranty on Deep Foam, Break wall or any jobs done within 200 feet of standing water. ****WARRANTY COVERS THE FOLLOWING****; Mr. Level will re-level any concrete pad that re-settles more than 1/2 inch. Warranty re-leveling must be completed by Mr. Level. Warranty is Transferable upon written request by property owner prior to sale of their property. Warranty is strictly limited to re-leveling of a settled or sunken concrete pad previously leveled by Mr. Level. Warranty excludes: a) cost of saw cutting, patching, caulking, or concrete replacement, b) accidental cracking in the concrete slab, c) abnormal lift, over lifting, uneven lifting, uneven pinching, improperly poured or maintained concrete slabs, d) special, indirect or consequential damages, e) damage resulting from Customer's improper use, f) damage resulting from flooding or other acts of God.

IF CUSTOMER ACCEPTS A "REDUCED WARRANTY" OFFERED BY MR. LEVEL FOR WAIVING THE LIFETIME WARRANTY, THE CUSTOMER ACCEPTS THE LEVELING OR LIFT "AS IS" WITH

NO EXPRESS OR IMPLIED PRODUCT OR SERVICES WARRANTY OF ANY KIND.

Slab Building

Property owners shall supply Mr. Level with a blueprint of the floor with all utilities properly marked. Mr. Level is not responsible for any blocked vents, broken water, gas and fuel oil, or electrical lines. The area to be lifted needs to have all carpet, vinyl, or wood removed, exposing the bare concrete surface. All wall hangings and furniture need to be removed. The owner or the owner's contractor shall be responsible for removing moldings and casings around doors and windows, as well as, cabinets, counter tops and kitchen and bathroom tiles. When lifting walls, plaster and paint may crack and existing cracks may not completely seal. Mr. Level is not responsible for any special, indirect or consequential damages resulting from the movement in concrete slab.

Notice Of Right To Cancel

You, the Customer, may cancel this transaction, without any penalty or obligation, within three (3) business days from the above date. If you cancel, any property trade in, any payment made by you under the contract or sale, and negotiable instrument executed by you will be returned within ten (10) business days following receipt by Mr. Level of your cancellation notice, and any security interest arising out of the transaction will be cancelled. If you cancel, you must make available to Mr. Level at your residence or property, in substantially as good condition as when received, any materials delivered to you under this contract or sale; or you may if you wish, comply with the instructions of Mr. Level regarding the return shipment of materials at Mr. Level's expense and risk. If you do make the materials available to Mr. Level, or if you agree to return the materials to Mr. Level and fail to do so, then you remain liable for performance of all obligations under the contract. To cancel this transaction, date and sign on the line below and mail or deliver a signed and dated copy of this cancellation notice or any written notice to: Mr. Level at 36954 Sugar Ridge Road, North Ridgeville, Ohio 44039 no later than midnight of the third day stated above.

_____ Date _____ Signature By dating and signing above, I hereby elect to cancel this transaction, without any penalty or obligation pursuant to the terms and conditions outlined the Notice Of Right To Cancel

Miscellaneous

This Agreement shall be construed and governed under the laws of the State of Ohio, and any claims or disputes shall be presented and resolved only in local, county or state courts within the State of Ohio. If any term of this Agreement is invalidated or determined to be unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall survive and remain in full force and effect. This Agreement together with the Estimate, and attached Notice of Right to Cancel constitutes the entire agreement. Customer and Mr. Level agree no other agreements, oral representations or promises have been made. Modifications to this Agreement must be made in writing and signed by Customer and Mr. Level.