

# BUDGET DETAILS



Date: 10/25/2023

Prepared by: Carl Carney Jr

Proposal Submitted to: Min Keung

[mks@clevelandmetroparks.com](mailto:mks@clevelandmetroparks.com)

**Service Location:**

9000 Chippewa Creek Dr  
Brecksville, Oh 44141

*Paneless Window Cleaning hereby agrees to provide services for the following scope/s of work. All work will be performed safely and professionally by OSHA Standards.*

## Window Cleaning Service

### Option 1: \_\_\_ NATURE CENTER

SCOPE A: \_\_\_ Interior Window Cleaning Service ---\$225 (per occurrence)

SCOPE B: \_\_\_ Exterior Window Cleaning Service ---\$281 (per occurrence)

### Option 2: \_\_\_ TRAILSIDE PROGRAM CENTER

SCOPE A: \_\_\_ Interior Window Cleaning Service ---\$66 (per occurrence)

SCOPE B: \_\_\_ Exterior Window Cleaning Service ---\$92 (per occurrence)

#### Special Notations:

- 1) Proof of insurance can be provided upon request
- 2) Will need all windows closed prior to service
- 3) Exterior water source required

#### Payment Terms:

- 1) Payment due within 30 days of each service completion date (NET 30)
- 2) Tax Exempt
- 3) Payment method: Check, Credit Card, or Venmo

**Acceptance of proposal:** *The above prices and conditions are satisfactory and hereby accepted. You are authorized to perform the service/s as specified. Payment will be made as outlined.*

Print Name: .....

Signature: .....

Date: .....

# BUDGET DETAILS



Date: 10/23/2023  
Prepared by: Carl Carney Jr  
Proposal Submitted to: Terry Joyce  
[taj@clevelandmetroparks.com](mailto:taj@clevelandmetroparks.com)

**Service Location:**  
4524 E 49th St  
Cuyahoga Hts Oh 44125

*Paneless Window Cleaning hereby agrees to provide services for the following scope/s of work. All work will be performed safely and professionally by OSHA Standards.*

## **Option 1: \_\_\_ Canal Way Nature Center**

**SCOPE A: \_\_\_ Interior Window Cleaning Service ---\$312 (per occurrence)**

*\*Excludes windows above 15ft on interior*

**SCOPE B: \_\_\_ Exterior Window Cleaning Service ---\$422 (per occurrence)**

*\*Includes all windows on the Exterior even above 15ft*

### **Special Notations:**

- 1) Proof of insurance can be provided upon request
- 2) Will need all windows closed prior to service
- 3) Exterior water source required

### **Payment Terms:**

- 1) Payment due within 30 days of each service completion date (NET 30)
- 2) Tax Exempt
- 3) **Payment method:** Check, Credit Card, or Venmo

**Acceptance of proposal:** *The above prices and conditions are satisfactory and hereby accepted. You are authorized to perform the service/s as specified. Payment will be made as outlined.*

**Print Name:**  
.....

**Signature:**  
.....

**Date:**  
.....

# BUDGET DETAILS



Date: 10/23/2023

Prepared by: Carl Carney Jr

Proposal Submitted to: Michelle Mchale

[mlm7@clevelandmetroparks.com](mailto:mlm7@clevelandmetroparks.com)

**Service Location:**

1785 Merwin Ave

Cleveland Oh 44113

*Paneless Window Cleaning hereby agrees to provide services for the following scope/s of work. All work will be performed safely and professionally by OSHA Standards.*

## **Option 1: \_\_\_ Merwin's Wharf Restaurant**

**SCOPE A: \_\_\_ Interior Window Cleaning Service ---\$86 (per occurrence)**

*\*Includes all windows on the Interior even above 15ft*

**SCOPE B: \_\_\_ Exterior Window Cleaning Service ---\$115 (per occurrence)**

*\*Includes all windows on the Exterior even above 15ft*

### **Special Notations:**

- 1) Proof of insurance can be provided upon request
- 2) Will need all windows closed prior to service
- 3) Exterior water source required

### **Payment Terms:**

- 1) Payment due within 30 days of each service completion date (NET 30)
- 2) Tax Exempt
- 3) Payment method: Check, Credit Card, or Venmo

**Acceptance of proposal:** *The above prices and conditions are satisfactory and hereby accepted. You are authorized to perform the service/s as specified. Payment will be made as outlined.*

**Print Name:**  
.....

**Signature:**  
.....

**Date:**  
.....

# BUDGET DETAILS



Date: 10/23/2023

Prepared by: Carl Carney Jr

Proposal Submitted to: Beth Joyave

[bkj@clevelandmetroparks.com](mailto:bkj@clevelandmetroparks.com)

**Service Location:**

401 Buttermilk Falls Pkwy  
Mayfield Village Oh 44143

*Paneless Window Cleaning hereby agrees to provide services for the following scope/s of work. All work will be performed safely and professionally by OSHA Standards.*

## **Option 1: \_\_\_ NATURE CENTER**

**SCOPE A: \_\_\_ Interior Window Cleaning Service ---\$183 (per occurrence)**

**SCOPE B: \_\_\_ Exterior Window Cleaning Service ---\$282 (per occurrence)**

## **Option 2: \_\_\_ PRESCHOOL**

**SCOPE A: \_\_\_ Interior Window Cleaning Service ---\$85 (per occurrence)**

**SCOPE B: \_\_\_ Exterior Window Cleaning Service ---\$117 (per occurrence)**

### **Special Notations:**

- 1) Proof of insurance can be provided upon request
- 2) Will need all windows closed prior to service
- 3) Exterior water source required

### **Payment Terms:**

- 1) Payment due within 30 days of each service completion date (NET 30)
- 2) Tax Exempt
- 3) Payment method: Check, Credit Card, or Venmo

**Acceptance of proposal:** *The above prices and conditions are satisfactory and hereby accepted. You are authorized to perform the service/s as specified. Payment will be made as outlined.*

**Print Name:**  
.....

**Signature:**  
.....

**Date:**  
.....

# BUDGET DETAILS



Date: 10/23/2023

Prepared by: Carl Carney Jr

Proposal Submitted to: Valerie Fetzer

[vjf@clevelandmetroparks.com](mailto:vjf@clevelandmetroparks.com)

**Service Location:**  
24000 Valley Pkwy  
North Olmsted, Oh 44070

*Paneless Window Cleaning hereby agrees to provide services for the following scope/s of work. All work will be performed safely and professionally by OSHA Standards.*

**Option 1: \_\_\_\_\_ Annual Window Cleaning Service**

*Scope: Cleaning of all Windows/Doors on the Interior (accessible glass only)  
Cleaning of all Windows/Doors on the exterior (includes minor frame dusting only)*

**The cost of this service will be \$1360 per cleaning**

**Option 2: \_\_\_\_\_ Semiannual Window Cleaning Service**

*Scope: Cleaning of all Windows/Doors on the Interior (accessible glass only)  
Cleaning of all Windows/Doors on the exterior (includes minor frame dusting only)*

**The cost of this service will be \$1260 per cleaning**

**Option 3: \_\_\_\_\_ Quarterly Window Cleaning Service**

*Scope: Cleaning of all Windows/Doors on the Interior (accessible glass only)  
Cleaning of all Windows/Doors on the exterior (includes minor frame dusting only)*

**The cost of this service will be \$1060 per cleaning**

**Special Notations:**

- 1) Proof of insurance can be provided upon request
- 2) Will need all windows closed prior to service
- 3) Exterior water source required

**Payment Terms:**

- 1) Payment due within 30 days of each service completion date (NET 30)
- 2) Tax Exempt
- 3) **Payment method:** Check, Credit Card, or Venmo

**Acceptance of proposal:** *The above prices and conditions are satisfactory and hereby accepted. You are authorized to perform the service/s as specified. Payment will be made as outlined.*

**Print Name:**  
.....

**Signature:**  
.....

**Date:**  
.....

# BUDGET DETAILS



Date: 10/23/2023

Prepared by: Carl Carney Jr

Proposal Submitted to: Michelle McHale

[mlm7@clevelandmetroparks.com](mailto:mlm7@clevelandmetroparks.com)

**Service Location:**

2277 West Ridgwood Dr

Parma, Oh 44134

*Paneless Window Cleaning hereby agrees to provide services for the following scope/s of work. All work will be performed safely and professionally by OSHA Standards.*

**Option 1: \_\_\_\_\_ Annual Window Cleaning Service**

*Scope: Cleaning of all Windows/Doors on the Interior including screens and frames  
Cleaning of all Windows/Doors on the exterior*

**The cost of this service will be \$870 per cleaning**

**Option 2: \_\_\_\_\_ Semiannual Window Cleaning Service**

*Scope: Cleaning of all Windows/Doors on the Interior including screens and frames  
Cleaning of all Windows/Doors on the exterior*

**The cost of this service will be \$750 per cleaning**

**Special Notations:**

- 1) Proof of insurance can be provided upon request
- 2) Will need all windows closed prior to service
- 3) Exterior water source required

**Payment Terms:**

- 1) Payment due within 30 days of each service completion date (NET 30)
- 2) Tax Exempt
- 3) Payment method: Check, Credit Card, or Venmo

**Acceptance of proposal:** *The above prices and conditions are satisfactory and hereby accepted. You are authorized to perform the service/s as specified. Payment will be made as outlined.*

**Print Name:**

.....

**Signature:**

.....

**Date:**

.....

# BUDGET DETAILS



Date: 10/23/2023

Prepared by: Carl Carney Jr

Proposal Submitted to: Michelle McHale

[mlm7@clevelandmetroparks.com](mailto:mlm7@clevelandmetroparks.com)

**Service Location:**

3900 Wildlife Way

Cleveland, Oh 44109

*Paneless Window Cleaning hereby agrees to provide services for the following scope/s of work. All work will be performed safely and professionally by OSHA Standards.*

## **Option 1: \_\_\_ Rainforest**

**SCOPE A: \_\_\_ Main Entry Exterior (Exclude top of dome) ---\$282 (per occurrence)**

\* Doors, Area Window above Doors, Column, surrounding glass

**Main Entry Exterior (Include top of dome) ---\$1165 (per occurrence)**

\* Doors, Area Window above Doors, Column, Skylight Archway Includes Aerial lift cost

**SCOPE B: \_\_\_ Main Entry Interior ---\$192 (per occurrence)**

\* Doors and Vestibule (both sides of glass)

**SCOPE C: \_\_\_ First Floor Exterior ---\$1200 (per occurrence)**

\* Right side until around corner and Left side until end of wall/sitting area.

**SCOPE D: \_\_\_ Vestibule Entry High Dusting ---\$1100 (per occurrence)**

\* High Dusting of area above vestibule. Includes Cost of Scissor Lift

### **Special Notations:**

- 1) Proof of insurance can be provided upon request
- 2) Will need all windows closed prior to service
- 3) Exterior water source required

### **Payment Terms:**

- 1) Payment due within 30 days of each service completion date (NET 30)
- 2) Tax Exempt
- 3) Payment method: Check, Credit Card, or Venmo

**Acceptance of proposal:** *The above prices and conditions are satisfactory and hereby accepted. You are authorized to perform the service/s as specified. Payment will be made as outlined.*

**Print Name:**

.....

**Signature:**

.....

**Date:**

.....

AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT

THIS AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT (this “Amendment”), made as of January 8, 2024 by and between the BOARD OF PARK COMMISSIONERS OF THE CLEVELAND METROPOLITAN PARK DISTRICT (“Cleveland Metroparks”) and THE MOBILE TINT PRO LLC D/B/A PANELESS WINDOW CLEANING, a limited liability corporation with its principal office at 29050 Detroit Road, Unit 313, Westlake, Ohio 44145 (the “Contractor”) (collectively, the “Parties”), recites and provides as follows:

RECITALS

WHEREAS, Cleveland Metroparks and Contractor entered into a Cleveland Metroparks-Contractor Contract on June 9, 2023 (the “Contract”);

WHEREAS, as contemplated in Exhibit A of the Contract, the Parties desire to revise the Term of the Agreement; and

WHEREAS, as contemplated in Exhibit A of the Contract, the Parties desire to revise the Description of Services; and

WHEREAS, as contemplated in Exhibit B of the Contract, the Parties desire to revise the Fees.

NOW THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, accepted and agreed to, Cleveland Metroparks and Contractor, intending to be legally bound, agree to the terms set forth below.

AGREEMENT

1. EXHIBIT A. TERM. Replace Section A. Term in Exhibit A in its entirety with the following:

The term of this Agreement shall be for the time period from the Effective Date through December 31, 2025 (the “Term”), unless sooner terminated as described in the Agreement.

2. EXHIBIT A. SCOPE OF WORK. In Section B. Description of Services in Exhibit A, the per cleaning cost for “Interior Window Cleaning, includes removal, cleaning and reinstallation of plexiglass” at the Brecksville Nature Center shall be changed from \$435 per cleaning to \$225 per cleaning.

3. EXHIBIT B. FEES. Replace Section A. Fees in Exhibit B in its entirety with the following:

During the Term, Cleveland Metroparks shall pay Contractor the fees set forth in the table in Exhibit A. Total fees shall not exceed Seventy-Five Thousand Dollars (\$75,000).

Contractor shall invoice the Cleveland Metroparks in accordance with Section 2 of this Agreement.



4. DEFINED TERMS: Any capitalized term not defined herein shall have the meaning given to it in the Agreement.
5. RATIFICATION, INCORPORATION AND CONFIRMATION: Except as expressly modified herein, the terms and conditions of the Agreement are hereby ratified and confirmed and shall remain in full force and effect and are incorporated herein and restated to the extent any such term or condition would have been considered expired.

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This Amendment is executed as of the Effective Date.


BOARD OF PARK COMMISSIONERS OF THE  
CLEVELAND METROPOLITAN PARK DISTRICT

By:  Date: 1-8-24  
Brian M. Zimmerman  
Chief Executive Officer (CEO)

APPROVED AS TO LEGAL FORM BY  
ROSALINA M. FINI, CHIEF  
LEGAL & ETHICS OFFICER:

By:   
Katie M. McVoy  
Assistant Legal Counsel

THE MOBILE TINT PRO LLC D/B/A  
PANELESS WINDOW CLEANING

By:  Date: 12-28-23  
Name: Carl Carney Jr  
Title: Owner

New Address: 29050 Detroit Rd  
unit 313  
Westlake OH, 44145

## INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (this "Agreement") made as of June 9, 2023 ("Effective Date") by and between the BOARD OF PARK COMMISSIONERS OF THE CLEVELAND METROPOLITAN PARK DISTRICT, a political subdivision of the State of Ohio, having its principal office at 4101 Fulton Parkway, Cleveland, Ohio 44144 ("Cleveland Metroparks") and THE MOBILE TINT PRO LLC D/B/A PANELESS WINDOW CLEANING, a limited liability corporation with its principal office at 1535 Weymouth Cir. Unit 202, Westlake, Ohio 44145 (the "Contractor") (collectively, the "Parties"), recites and provides as follows:

### RECITALS

WHEREAS, Cleveland Metroparks wishes to engage Contractor to provide the Services, as defined herein, and Contractor agrees to provide the Services for the compensation and otherwise in accordance with the terms and conditions contained in this Agreement;

NOW THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, accepted and agreed to, Cleveland Metroparks and Contractor, intending to be legally bound, agree to the terms set forth below.

### AGREEMENT

1. Association. Contractor shall provide for Cleveland Metroparks, and Cleveland Metroparks shall retain Contractor to provide the services set forth in Exhibit A attached hereto and incorporated herein (the "Services").

2. Payment. For services to be rendered by Contractor under this Agreement, Cleveland Metroparks shall pay to Contractor the sum(s) set forth in Exhibit B, which amount(s) shall be payable within forty-five (45) days after satisfactory completion of each enumerated Service and Cleveland Metroparks' receipt from Contractor of an acceptable invoice or request for payment by letter or otherwise, including Contractor's name, telephone number, and address to which payment shall be sent. Unless otherwise detailed in Exhibit B, Contractor shall not be entitled to reimbursement for expenses incurred on account of, or arising from or in connection with, the Services.

3. Term. The term of this Agreement shall be the term set forth in Exhibit A, unless terminated early under Paragraph 19.

4. Non-Exclusivity of Services. This Agreement is not an exclusive contract, and Cleveland Metroparks may purchase services similar to the Services from other providers.

5. Independent Contractor.

a. It is understood and agreed that the relationship of Contractor to Cleveland Metroparks shall be that of an independent contractor. With respect to all payments to be made by Cleveland Metroparks to Contractor under this Agreement, Cleveland Metroparks shall not (i) withhold or pay FICA or other federal, state, or local income or other taxes or (ii) contribute to state workers' compensation, unemployment or other funds or programs, including Ohio Public Employees Retirement System ("OPERS"). Contractor shall be responsible for any federal, state, or local taxes and FICA. No employee, agent, subcontractor or other person retained by Contractor to perform the Services ("Personnel") shall be entitled to participate in or receive any employee benefit,

insurance or other plans or fringe benefits of Cleveland Metroparks.

b. If Contractor is an individual, before Contractor is entitled to payment under this Agreement, Contractor shall complete, execute, and return to Cleveland Metroparks the OPERS Independent Contractor/Worker Acknowledgement Form ("PEDACKN form"), which form is attached hereto as Exhibit C. If Contractor is a corporation, partnership, LLC, or other business entity with fewer than five (5) employees, before Contractor is entitled to payment under this Agreement, Contractor must provide the PEDACKN form to each of its employees providing services to Cleveland Metroparks (including any owner, shareholder or partner of the business providing services to Cleveland Metroparks) and have those employees complete, execute, and return to Cleveland Metroparks the PEDACKN form.

c. Nothing contained herein shall be deemed or construed to (i) make the Contractor the agent, servant or employee of Cleveland Metroparks or (ii) create any partnership, joint venture, or other association between Cleveland Metroparks and Contractor. Any direction or instruction by Cleveland Metroparks in respect of the Services shall relate to the results Cleveland Metroparks desires to obtain from the Services and shall in no way affect the Contractor's independent contractor status as described herein. Contractor shall prevent any of its Personnel from representing himself or herself to be an employee of Cleveland Metroparks. Contractor does not have authority to enter into contracts on Cleveland Metroparks' behalf.

6. Personnel Matters.

a. Contractor and its Personnel shall abide by applicable Cleveland Metroparks workplace rules. Cleveland Metroparks shall be able to remove Personnel who violate such workplace rules. Cleveland Metroparks reserves the right to approve all persons working on behalf of Contractor ("Personnel") who will be performing the Services in its reasonable discretion.

b. If at any time Cleveland Metroparks is dissatisfied with the material performance of assigned Personnel, it will be reported to Contractor and a request for a replacement may be made. Contractor will use reasonable efforts to make such replacement and Cleveland Metroparks shall not be responsible for nor shall compensate Contractor for the additional time that it may take Personnel to learn or understand any aspect of the Service.

7. Findings and Recovery. Contractor represents and warrants that it is not subject to an "unresolved" finding for recovery under Ohio Revised Code Section 9.24. If this representation and warranty is deemed to be false, this Agreement is void ab initio, and Contractor must immediately repay to Cleveland Metroparks any funds paid under this Agreement and must make the Cleveland Metroparks whole for any damages sustained by the Cleveland Metroparks.

8. Subcontractors. Cleveland Metroparks acknowledges that a portion of the Services may be performed by Contractor's subcontractors, who are identified on Exhibit A. Contractor shall not use any additional subcontractors without the prior written consent of Cleveland Metroparks. Each of Contractor's subcontractors shall be bound by the terms of this Agreement and shall assume toward Contractor all of the obligations and responsibilities of Contractor required by the terms of this Agreement. Contractor shall not use or authorize the use of any contractors, subcontractors or suppliers subject to an "unresolved" finding for recovery under Ohio Revised Code 9.24. Contractor shall not use or authorize the use of any contractors, subcontractors or suppliers with which a U.S. entity would be prohibited from dealing under any U.S. Government laws, statutes, regulations, orders or decrees, including, but not limited to, those entities and individuals listed on the U.S. Department of the Treasury list of Specially Designated

Nationals or the various lists of prohibited and restricted persons and entities maintained by the U.S. Department of State and Commerce (“Prohibited Entities or Individuals”). Contractor acknowledges that it shall remain primarily liable and completely obligated under all of the provisions of this Agreement in respect of such contracting

9. Nondiscrimination. In carrying out this Agreement, Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, age, national origin, national ancestry, sex, pregnancy, gender, sexual orientation, military service or veteran status, gender identity or expression, mental or physical disability, or genetic information. Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, age, national origin, national ancestry, sex, pregnancy, gender, sexual orientation, military service or veteran status, gender identity or expression, mental or physical disability, or genetic information. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship. Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this nondiscrimination clause. Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, age, national origin, national ancestry, sex, pregnancy, gender, sexual orientation, military service or veteran status, gender identity or expression, mental or physical disability, or genetic information. Contractor will comply with all state and federal laws regarding equal employment opportunity and fair labor and employment practices, including Ohio Revised Code Section 125.111 and all related Executive Orders.

10. Time of Essence. Time is of the essence in this Agreement.

11. Contractor’s Representations and Warranties. Contractor represents, warrants and agrees as follows:

a. Contractor will devote the necessary time, attention, skill and effort to the performance of the Services and shall be available for whatever time as may be reasonably required to properly perform the Services during normal business hours or other hours agreed to by the Parties.

b. Contractor will provide the Services with reasonable skill and care, in accordance with best industry standards, and in a timely and efficient manner designed to minimize disruptions of the business of Cleveland Metroparks.

c. Contractor has full authority and sufficient rights to grant and convey the rights granted to Cleveland Metroparks under this Agreement.

d. By entering into this Agreement, Contractor does not violate any other written agreement entered into by Contractor.

e. Contractor’s Services do not infringe, misappropriate, or violate any intellectual property or other right of any entity or person.

12. Warranties of Cleveland Metroparks. Cleveland Metroparks represents, warrants and agrees as follows:

a. Cleveland Metroparks has the corporate authority to execute this Agreement and perform its obligations hereunder.

b. The execution of this Agreement by Cleveland Metroparks does not violate any other written agreement of Cleveland Metroparks.

13. Insurance. Contractor shall carry and maintain, at its own cost, liability insurance that shall include, at a minimum, the limits of liability and other requirements set forth in Exhibit D.

14. Indemnification. Contractor shall indemnify, hold harmless, and, if requested, defend Cleveland Metroparks, its affiliates, and their successors, assigns, officers, commissioners, directors, employees, volunteers, and agents from and against, and shall give Cleveland Metroparks prompt notice of any and all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including but not limited to attorneys' fees and other costs of defense, relating to, arising out of, or resulting from this Agreement or the Services, provided, however, that if there is also fault on the part of any entity or individual indemnified hereunder or any entity or individual acting on Cleveland Metroparks' behalf, and such fault is the proximate cause of any such claim, damage, loss, or expense, the foregoing indemnification shall be on a comparative fault basis. In any and all claims against Cleveland Metroparks or its affiliates, successors, assigns, officers, commissioners, directors, employees, volunteers, or agents, the indemnification obligations under this Paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any Subcontractor under workers' or workmens' compensation acts, disability benefit acts, or other employee benefit acts. Contractor shall cause each agreement between it and any of its subcontractors to contain an indemnification provision for the benefit of Cleveland Metroparks or its affiliates, successors, assigns, officers, commissioners, directors, employees, volunteers, or agents.

15. Notices. All notices to be given to Contractor hereunder or by law shall be deemed given to Contractor by depositing the same in the United States mail, postage prepaid, and addressed to Carl Carney, Paneless Window Cleaning, 1535 Weymouth Cir. Unit 202, Westlake, Ohio 44145. All notices required to be given to Cleveland Metroparks hereunder or by law shall be deemed given to Cleveland Metroparks by depositing same in the United States mail, postage prepaid, and addressed to Cleveland Metropolitan Park District, Attention: Chief Executive Officer, with copy to Chief Legal & Ethics Officer, 4101 Fulton Parkway, Cleveland, Ohio, 44144.

16. Entire Agreement. This instrument contains all of the agreements, understandings, and conditions made between the Parties with respect to the matters addressed herein, superseding all other provisions and contemporaneous agreements, understandings, and conditions, express or implied, oral or written, with respect thereto, and may not be modified orally or in any other manner, except by an agreement in writing signed by all the Parties, or by an exchange of correspondence that includes the express written consent of an authorized individual for each Party.

17. Compliance with Laws. In rendering the Services, Contractor shall conform to all applicable federal, state, and local laws, ordinances, rules, and regulations. A copy of Cleveland Metroparks' Rules and Regulations can be found at [https://www.amlegal.com/codes/client/cleveland-metroparks\\_oh/](https://www.amlegal.com/codes/client/cleveland-metroparks_oh/).

18. Severability. Any provisions of this Agreement which are determined to violate any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Parties. Cleveland Metroparks and Contractor shall in good faith attempt to replace any invalid or unenforceable provisions of such an Agreement with provisions that are valid and enforceable and that express as nearly as possible the intention of the original provisions.

19. Termination. This Agreement may be terminated by either party upon a material breach

by the other party of its obligations hereunder, which material breach remains uncured for thirty (30) days after written notice from the non-breaching party to the breaching party specifying the breach. This Agreement may be terminated by Cleveland Metroparks without cause at any time upon thirty (30) calendar days written notice to Contractor. In the event that Contractor becomes financially unstable to the point of (i) ceasing to conduct business in the normal course; (ii) making a general assignment for the benefit of creditors; or (iii) suffering or permitting the appointment of a receiver for its business or its assets, or there is a filing by or against Contractor of a meritorious petition in bankruptcy under any bankruptcy or debtor's law, Cleveland Metroparks may, at its option, immediately terminate this Agreement by giving written notice thereof. On termination of this Agreement, Cleveland Metroparks' obligation to pay any compensation except for Services or expenses already accrued or incurred prior to the effective date of termination and Contractor's obligation to perform any further Services after the effective date of termination will cease.

20. Headings. The section headings in this Agreement are inserted only as a matter of convenience and in no way define, limit, or describe the scope or extent of such section.

21. No Third Party Beneficiary. The provisions of this Agreement are solely for the benefit of Cleveland Metroparks and Contractor and no third parties shall have any rights or benefits pursuant to this Agreement.

22. Waiver. None of the terms or conditions of this Agreement may be irrevocably waived by either Party except in a specific writing signed by the Party to be bound. No waiver by either Party of any provision or condition of this Agreement shall be construed or deemed to be a waiver of any other provision or condition herein, or as a waiver of any subsequent breach of the same provision or condition unless expressly so stated in the written waiver.

23. Resolution of Disputes. Cleveland Metroparks and Contractor shall negotiate in good faith to resolve all claims, disputes, and other matters in question between the Parties. If the Parties cannot so resolve any claim, dispute, or other matter, then the Parties shall select a method of resolution other than litigation such as, by way of illustration and not limitation, arbitration or mediation, which shall be non-binding, unless otherwise agreed to by the Parties in writing. Each party shall pay its own legal, auditing, and other fees and expenses in connection with such efforts.

24. Successors and Assigns. Neither Cleveland Metroparks nor Contractor shall assign, sublet, or transfer their interest in this Agreement without the written consent of the other party hereto, which consent either Party may withhold in its sole discretion.

25. Governing Law. This Agreement shall be governed by the laws of the State of Ohio regardless of any choice of law principles. All actions arising from or relating to this Agreement or the Services or a claim of breach of this Agreement shall be instituted and prosecuted exclusively in a federal or state court located in Cuyahoga County, Ohio, and the Parties consent to personal jurisdiction by and exclusive venue in such courts.

26. Effect of Electronic Signature. By entering into this Agreement, the Parties agrees on behalf of themselves, their officers, employees, subcontractors, sub-grantees, agents or assigns, that this transaction may be conducted by electronic means by agreeing that all documents requiring signatures by the Parties may be executed by electronic means, and that the electronic signatures affixed by the Parties to said documents shall have the same legal effect as if that signature was manually affixed to a paper version of the document. The Parties also agree to be bound by the provisions of Chapter 1306 of the Ohio Revised Code as it pertains to electronic transactions.

27. Counterparts. This Agreement may be executed in multiple counterparts, all of which will be originals and which together will constitute a single agreement.

28. Publicity. Contractor shall not discuss this Agreement or its contents with the media, use the Cleveland Metroparks name or logo or issue any press release or other public statement related hereto, unless authorized in writing by Cleveland Metroparks, which authorization may be withdrawn by Cleveland Metroparks at any time. Publicity prohibited hereunder shall include, but not be limited to, press releases, press interviews, magazine articles, trade show displays, customer lists, web sites, social media sites, Contractor success stories, testimonials, and present or prospective client references.

29. Public Records. Contractor acknowledges that this Agreement and other records in the possession or control of Cleveland Metroparks regarding the Services may be public records under Ohio Revised Code Section 149.43 and may be open to public inspection unless a legal exemption applies.


30. Force Majeure. Notwithstanding anything to the contrary contained in this Agreement, the Parties shall not be liable, nor shall any credit or other remedy be extended, for a Party's failure, in whole or in part, to fulfill its obligations under this Agreement where such failure arises from or is in connection with causes beyond a Party's control, including, but not limited to, acts of God, flood, extreme weather, fire or other natural calamity, terrorist attack, any law, order, or regulation or action of any governmental entity or civil or military authority, power or utility failure, cable cuts, unavailability of rights-of-way, national emergencies, riots, wars, strikes, lock-outs, work stoppages, or other labor difficulties (each a "Force Majeure Event"). If a Force Majeure Event occurs during the term hereof, each Party shall be excused from performance hereunder.

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This Agreement is executed as of the Effective Date.

BOARD OF PARK COMMISSIONERS OF THE  
CLEVELAND METROPOLITAN PARK DISTRICT

By:   
Brian M. Zimmerman  
Chief Executive Officer (CEO)

Date: 6-9-23

APPROVED AS TO LEGAL FORM BY  
ROSALINA M. FINI, CHIEF  
LEGAL & ETHICS OFFICER

By:   
Katie M. MoVoy  
Assistant Legal Counsel

THE MOBILE TINT PRO LLC D/B/A  
PANELESS WINDOW CLEANING

By:   
Name: Carl Carney Jr.  
Title: Owner

Date: 6/8/23

**EXHIBIT A**

**Description of Services**

Unless defined herein, capitalized terms have the meanings set forth in the Agreement. If there is a conflict between this Exhibit and the Agreement, the Agreement shall prevail with respect to the conflicting provision unless the Exhibit expressly references the section of the Agreement with which it is inconsistent. The Parties agree as follows:

**A. TERM**

The term of this Agreement shall be for the time period from the Effective Date through December 31, 2023 (the "Term"), unless sooner terminated as described in the Agreement.

**B. DESCRIPTION OF SERVICES**

Contractor shall perform cleaning of windows and frame work as detailed below:

<b>Location</b>	<b>Service</b>	<b>Per Cleaning Cost</b>
Brecksville Nature Center 9000 Chippewa Creek Dr. Brecksville, Ohio 44141  Nature Center  Trailside Program Center	Interior Window Cleaning, includes removal, cleaning and reinstallation of plexiglass	\$435
	Exterior Window Cleaning	\$281
	Interior Window Cleaning	\$66
	Exterior Window Cleaning	\$92
Canalway Nature Center 4524 E. 49 <sup>th</sup> Street Cuyahoga Hts., Ohio 44125	Interior Window Cleaning (excludes windows above 15 ft.)	\$312
	Exterior Window Cleaning (includes windows above 15 ft.)	\$422
Merwin's Wharf 1785 Merwin Ave. Cleveland, Ohio 44113	Interior Window Cleaning (includes all windows, including those over 15 ft.)	\$86
	Exterior Window Cleaning (includes all windows, including those over 15 ft.)	\$115
North Chagrin Nature Center 401 Buttermilk Falls Pkwy Mayfield Vill, Ohio 44143  Nature Center	Interior Window Cleaning	\$183
	Exterior Window Cleaning	\$282

Location	Service	Per Cleaning Cost
Nature Education Building	Interior Window Cleaning	\$85
	Exterior Window Cleaning	\$117
Rainforest 3900 Wildlife Way Cleveland, Ohio 44109	Main Entry Exterior Clean doors, area window above doors, column, surrounding glass (excludes top of dome)	\$282
	Main Entry Exterior with Dome Clean doors, area window above doors, column, surrounding glass, dome	\$1165
	Main Entry Interior Clean doors and Vestibule (both sides of glass)	\$192
	First Floor Exterior Clean all windows right side until around corner and Left side until end of wall/sitting area	\$1200
	Vestibule Entry High Dusting High Dusting of area above vestibule; includes Cost of Scissor Lift	\$1100
Rocky River Nature Center 24000 Valley Parkway North Olmsted, Ohio 44070	Annual Interior and Exterior Window Cleaning – includes cleaning of all windows/doors on the interior (accessible glass only) and cleaning of all windows/doors on the exterior (includes minor frame dusting only)	\$1360
	Semiannual Interior and Exterior Window Cleaning – includes cleaning of all windows/doors on the interior (accessible glass only) and cleaning of all windows/doors on the exterior (includes minor frame dusting only)	\$1260
	Quarterly Interior and Exterior Window Cleaning – includes cleaning of all windows/doors on the interior (accessible glass only) and cleaning of all windows/doors on the exterior (includes minor frame dusting only)	\$1060
Watershed Stewardship Center 2277 West Ridgewood Dr. Parma, Ohio 44134	Annual Interior and Exterior Window Cleaning – includes cleaning of all windows/doors on the interior including screens and frames and cleaning of all windows/doors on the exterior	\$870
	Semiannual Interior and Exterior Window Cleaning – includes cleaning of all windows/doors on the interior including screens and frames and cleaning of all windows/doors on the exterior	\$750

### C. SCHEDULE

The Services shall be performed at the frequency requested by the Cleveland Metroparks staff at each location, which can vary from twice a month to once or twice annually. Services shall be performed at times that do not interfere with typical park operations, and Contractor agrees to make staff available at those times, provided such times are reasonable. Services shall be provided within two (2) weeks of a call to schedule Services at any location.

**EXHIBIT B**

**Fees**

**A. FEES**

During the Term, Cleveland Metroparks shall pay Contractor the fees set forth in the table in Exhibit A. Total fees shall not exceed Fifty Thousand Dollars (\$50,000).

Contractor shall invoice the Cleveland Metroparks in accordance with Section 2 of this Agreement.

**B. EXPENSES**

The following expenses shall be eligible for reimbursement in accordance with Section 2(c) of the Agreement: N/A.

**EXHIBIT C**

**PEDACKN Form**

1. Name of the project: \_\_\_\_\_  
2. Location of the project: \_\_\_\_\_  
3. Date of the project: \_\_\_\_\_

4. Description of the project: \_\_\_\_\_  
5. Objectives of the project: \_\_\_\_\_  
6. Methodology of the project: \_\_\_\_\_

7. Results of the project: \_\_\_\_\_  
8. Conclusions of the project: \_\_\_\_\_

9. Recommendations of the project: \_\_\_\_\_  
10. Acknowledgments: \_\_\_\_\_

11. References: \_\_\_\_\_

12. Appendix: \_\_\_\_\_

13. Bibliography: \_\_\_\_\_

14. Index: \_\_\_\_\_

## EXHIBIT D

### Insurance Requirements

Contractor shall purchase and maintain at its own expense, or cause to be purchased and maintained, throughout the term of this Agreement, the insurance as specified below. All insurance required hereunder shall apply to and cover loss or liability caused by, arising from, or resulting from the goods, products or services performed or required to be performed, provided or required to be provided as follows.

**Commercial General Liability Insurance** including without limitation, contractual liability coverage, products and completed operations coverage, and coverage described below, insuring Contractor against all claims for bodily injury (including death), property damage and personal injury arising out of use and occupancy of the premises or ways adjacent thereto by Contractor or from the conduct of his/her business. Such insurance shall have a limit of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage, One Million Dollars (\$1,000,000) per occurrence for personal injury, and Two Million Dollars (\$2,000,000) General Aggregate.

**Commercial Auto Liability Insurance** including without limitation, coverage for vehicles owned, non-owned, or hired by Contractor with combined single limits of not less than One Million Dollars (\$1,000,000) bodily injury and property damage.

**Employer's Liability Insurance** coverage insuring against claims for bodily injury (including death and or disease), with limits of liability of not less than One Million Dollars (\$1,000,000) bodily injury by accident, each accident, One Million Dollars (\$1,000,000) bodily injury by disease, each employee, and One Million Dollars (\$1,000,000) bodily injury by disease, policy aggregate.

**Excess/Umbrella:** The General Liability insurance limit, Auto Liability insurance limit and Employers Liability insurance limit requirements may be satisfied by the purchase and maintenance of any combination of primary, Excess and Umbrella insurance.

**Worker's Compensation:** Contractor shall at all times during the term of this Agreement subscribe to and comply with applicable Workers' Compensation laws of the State of Ohio and pay such premiums as may be required thereunder. Certificates evidencing such coverage shall be submitted to Cleveland Metroparks upon the effective date of this Agreement and at such other times as Cleveland Metroparks may request.

**Third-Party Over Claims.** In any and all claims against Contractor or Cleveland Metroparks, the indemnification obligations under this Agreement shall not be limited in any way by any limitation on the amount or type of damage compensation or benefits payable under workers' compensation acts, disability benefits or other employee benefit acts. As between Cleveland Metroparks and Contractor expressly waives its immunities under Ohio Revised Code Chapter 4123 or any similar worker compensation statutory immunity for purposes of conforming the indemnity obligations of the Contractor. Contractor shall require similar waivers from all subcontractors.

**Mutual Waiver of Subrogation.** Cleveland Metroparks and Contractor each hereby waive, discharge and release any and all rights of recovery, subrogation, claim or cause of action, as well as each party's insurer's rights of recovery, subrogation, claim or cause of action, against the other, for any loss or damage that may occur on the Contractor that is insured against under the terms of any Property insurance

policy, or which could have been insured against under the Property insurance required to be purchased pursuant to this Agreement, whichever is broader. The foregoing waiver shall only apply to the extent such damage or loss is covered by such Property insurance, it being understood and agreed that the foregoing waiver, discharge, and release shall not apply to any deductible or retention existing under any Property insurance policy purchased and maintained by either Cleveland Metroparks or Contractor, or any self-insurance of Cleveland Metroparks.

**Additional Insured.** Cleveland Metroparks (i.e., the Board of Park Commissioners of the Cleveland Metropolitan Park District), who by reference, shall include Cleveland Metroparks' officers, elected or appointed officials, employees, agents, and volunteers, shall be named as an additional insured on the Contractor's Commercial General Liability policy, Automobile Liability policy, Excess/Umbrella Liability policy.

**Policies to be Primary; Contractor Responsible.** The insurance policies Contractor is required to purchase and maintain pursuant to this Agreement shall be primary to any and all insurance policies or self-insurance maintained by the Cleveland Metroparks, which shall not contribute therewith. Contractor shall be solely responsible for any and all loss, damage, or liability resulting from deductibles, self-insured retentions, or uninsured occurrences with respect to such policies.

**Evidence of Insurance.** Contractor shall submit to Cleveland Metroparks within ten (10) calendar days after signing this Agreement, and not more than thirty (30) days prior to commencement of the services and products hereunder, Acord form certificates evidencing the effectiveness of the insurance policies required of Contractor herein. Contractor shall, within thirty (30) days of Cleveland Metroparks' request during the term of this Agreement, provide Cleveland Metroparks with a complete copy of all insurance policies purchased and maintained by Contractor pursuant to this Agreement. The absence of a certificate of insurance does not relieve Contractor of its obligation to obtain and maintain insurance coverages throughout the term of this Agreement.

**Selection of Insurance Company.** All insurance policies required under this Agreement shall be placed with insurance companies listed in the latest edition of "Best's Insurance Guide and Key Ratings" with a policy rating of at least A and a financial size category of X.

**No Limitation.** The types and limits of insurance to be purchased and maintained by Contractor pursuant to this Agreement shall not be deemed to constitute a limitation of Contractor's liability or indemnification obligations under this Agreement or otherwise existing or arising.

**Failure to Comply.** Failure to comply with any aspect of this Section shall be grounds for immediate termination of this Agreement.