

(Mayor Potter)

CITY OF KIRTLAND

RESOLUTION NUMBER 25-R-50

A RESOLUTION AUTHORIZING A CHANGE ORDER AND THE CLOSEOUT OF THE CONTRACT WITH SPECIALIZED CONSTRUCTION, INC. FOR ITS WORK ON THE KELSEY COURT REPAVING PROJECT, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Kirtland has previously entered into a Contract with Specialized Construction, Inc. for work performed on the repaving project for Kelsey Court through Resolution 24-R-76 at a cost not to exceed \$70,950.00; and

WHEREAS, the City is in receipt of a final change order that would increase the cost of the project by \$1,251.88 and bring the adjusted contract amount to \$72,201.88; and

WHEREAS, Specialized Construction, Inc. has successfully completed the Contract; and

WHEREAS, it is necessary to complete the closeout procedure.

NOW THEREFORE, IT IS HEREBY RESOLVED by the Council of the City of Kirtland, County of Lake and State of Ohio, that:

SECTION I: This Council determines that the work included in the Contract with Specialized Construction, Inc. has been completed, and the Contract may be closed out with a final project cost of Seventy-Two Thousand Two Hundred One Dollars and Eighty-Eight Cents (\$72,201.88). This Council further approves of a change order, attached hereto as Exhibit A, which is an increase of \$1,251.88 from the originally approved contract and hereby authorizes the expenditure of funds to pay for said change order.

SECTION II: The Mayor be and is hereby authorized to execute all documents necessary to complete the closeout of this contract in accordance with this Resolution.

SECTION III: The Director of Finance is authorized and instructed to issue such vouchers and expend all funds necessary in the furtherance of this Resolution.

SECTION III:

(a) It is found and determined that all formal actions of this Council concerning and relating to the passage of this resolution were passed in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action

were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

(b) This resolution is declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the City, and for the further reason that it is necessary to provide for the usual and daily operations of the City in maintaining the streets and roads of the City and to closeout said contract. Therefore, this resolution shall be in full force and effect immediately upon its passage by the affirmative vote of five (5) members of Council and approval by the Mayor, otherwise this resolution shall be in effect from and after its adoption at the earliest period allowed by law.

First Reading: The Readings
Second Reading: Were waived.
Third Reading: _____

DATE PASSED: August 18, 2025



President of Council

Submitted to the Mayor for his
Approval on this 18th day of
August, 2025.

ATTEST:

Approved by the Mayor, on this 18th day
of August, 2025.



Clerk of Council
Closeout of Kelsey Court with Specialized



Mayor Kevin F. Potter

WAIVER OF LIEN

To All Whom It May Concern:

In consideration of the sum of \$1.00, or Three thousand four hundred ninety and ²⁰/₁₀₀ Dollars, and other valuable consideration in hand paid, the receipt whereof is hereby acknowledged, the under- signed does hereby waive, release, and relinquish any and all liens or claims, or right to lien or claim, for labor or materials, or both, furnished to date hereof, for premises known and described as:

Street & Number Kelsey Court City Kirtland
County Lake State Ohio

Witness the hand and seal given this 22 day

of July 2025 City of Cleveland State of Ohio

(Sign) [Signature]
(Firm's Name)

(Trade _____)

By Jeremy Clark, operations manager
(Authorized Agent)

**AFFIDAVIT OF ^{(SUB}
(ORIGINAL) CONTRACTOR**

Cleveland Ohio, July 22 2025

STATE OF OHIO, Cuyahoga COUNTY, ss:

Jeremy Cink being first duly sworn, says that he is
Operations manager of Specialized Construction Inc the
Sub Original contractor having a contract with CW Courtney Company
the City Engineer

for Kelsey Court Repaving Project
situated on or around or in front of the following described property: Kelsey Court

whereof City of Kirtland was the owner, part owner or lessee.

Affiant further says that the following shows the names of every sub-contractor in the employ of said
giving the amount, if any, which is due, or to become due, to them, or any of
them, for work done or machinery, material or fuel furnished to date hereof, under said contracts.

NOTE: This statement must be accompanied by a similar sworn statement signed by each of the sub-contractors listed below.

SUB-CONTRACTORS

NAME	TRADE	Amount due or to become due for work and material furnished to date hereof.

Said affiant further says that the following shows the names of every person furnishing machinery, material or fuel, to
giving the amount, if any, which is due, or to become due, to them or any of them, for machinery, material or fuel furnished to date hereof, under said contracts.

MATERIAL MEN

NAME	TRADE	Amount due or to become due for work and material furnished to date hereof.

Said affiant further says that the following shows the names of every unpaid laborer in the employ of.....
furnishing labor under said contract, giving the amount, if any,
 which is due, or to become due for labor done to date hereof:

NOTE: If the fact is that every laborer has been paid in full, then recite: "Every laborer has been paid in full."
 If not, then give each unpaid laborer's name and the amount due or to become due.

LABOR

NAME	HOURS	Amount due or to become due for labor furnished to date hereof.
Every laborer has been paid in full.		

That the amounts due or to become due to said sub-contractors, material men and laborers, for work done, or machinery, material or fuel furnished to the date hereof, to.....
 is fully and correctly set forth opposite their names, respectively, in the aforesaid statements, and further evidenced by certificates of every person furnishing machinery, material or fuel, hereto attached, and made a part hereof.

Affiant further says that.....
 has not employed or purchased or procured machinery, material or fuel from, or sub-contracted with any person, firm or corporation, other than those above mentioned, and owes for no labor performed, or machinery, material or fuel furnished under said contracts, other than above set forth.

[Signature]

SWORN TO BEFORE ME AND SUBSCRIBED IN MY PRESENCE, at Cleveland

Ohio, this 22 day of July

A. D., 2025

[Signature]
 Notary Public



CASSANDRA A GOODSON
 Notary Public
 State of Ohio
 My Comm. Expires
 July 4, 2027

CERTIFICATE OF MATERIAL MEN

.....Ohio,.....19.....

The undersigned certify that to the date hereof they have furnished machinery, material or fuel as set out herein
 to.....for

.....situated on or around or in front of the property described in the foregoing affidavit; that the nature of said machinery, material or fuel furnished, the date when they commenced furnishing the same and the amount now due or owing to each of them, is correctly stated and set opposite their respective names or they have been paid in full, if so acknowledged hereon.

NAME	Machinery, materials or fuel and nature of the same.	Commenced Furnishing	Amount due or to become due to date hereof.



Pay Application

Project 2024 Road Program / Kelsey Court

Prime Contractor Specialized Construction, Inc.

Pay Application Number 2

Project Owner The City of Kirtland

Engineer The C.W. Courtney Company / Douglas Courtney, PE

Period 7/22/2025 - 7/22/2025

Commitment 4-11A - Specialized Construction, Inc. - 2024 Road Program / Kelsey Ct.

Bid Items

Ref Number	Description	Bid Qty	Current Qty	Unit Price	Comp. This Period (Qty)	Comp. This Period (Cost)	Comp To Date (Qty)	Comp To Date (Cost)	Comp To Date (%)
1	2" Concrete Pavement Planing	2000 SY	2000 SY	\$9.00	0	\$0.00	1953.87	\$17,584.83	97.69%
2	Pavement Pre-Seal, Single Chip Seal	2000 SY	2000 SY	\$5.00	0	\$0.00	1953.87	\$9,769.35	97.69%
3	3/4" Asph. Conc. Leveling Course, Type 1 448	85 TON	85 TON	\$180.00	19.39	\$3,490.20	104.39	\$18,790.20	122.81%
4	1-1/4" Asph. Conc. Surface Course, Type 1 448	140 TON	140 TON	\$185.00	0	\$0.00	139.5	\$25,807.50	99.64%
5	Manhole or Monument Box Adjusted to Grade	7 EA	7 EA	\$250.00	0	\$0.00	1	\$250.00	14.29%
			Extended Total			\$3,490.20		\$72,201.88	



ODOT DBE Certified
 711 Harvard Avenue
 Cuyahoga Hts, OH 44105
 Phone: (216) 271-3363

Invoice

Invoice Number	1530
Invoice Date	6/27/2025

Bill To: City of Kirtland

Re: Kirtland Kelsey Ct Resurfacing

Job No	Customer Job No	Customer PO	Payment Terms		Due Date	
24097					7/27/2025	
Description			Quantity	U/M	Rate/Unit	Price
Kirtland Kelsey Ct Resurfacing - Retainage Billing			1.00		3,490.20	3,490.20

Total Due	\$	3,490.20
Less Retainage	\$	0.00
Net Due	\$	3,490.20

An Equal Opportunity Employer