

**CUYAHOGA COUNTY, OHIO**

**IV. CONTRACT**

**SEWER AND LATERAL REPAIR PROGRAM FOR VARIOUS COUNTY SEWER  
DISTRICTS FOR THE DEPARTMENT OF PUBLIC WORKS SANITARY ENGINEERING  
DIVISION FOR A TWO-YEAR PERIOD**

THIS CONTRACT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
between the, CUYAHOGA COUNTY, OHIO (the "County"), on behalf of the Department of  
Public Works/County Sanitary Engineer and Terrace Construction Company, Inc. an Ohio  
Corporation, with offices located at 3965 Pearl Road, Cleveland, Ohio 44109.

and their successors, executors, administrators and assigns, the "Contractor".

**WITNESSETH:**

I. **Performance-** That: for and in consideration of payments hereinafter to be made by the County, the Contractor agrees to furnish all labor, materials, tools, equipment, machinery, appliances, plant and all other necessary items to perform all work required to the satisfactory completion of the SEWER AND LATERAL REPAIR PROGRAM FOR VARIOUS COUNTY SEWER DISTRICTS FOR THE DEPARTMENT OF PUBLIC WORKS SANITARY ENGINEERING DIVISION FOR A TWO-YEAR PERIOD, in compliance with Contract Specifications and acceptance by the County.

II. **Contents of Contract-** That: The Contractor covenants and agrees that the documents and papers bound with the accompanying Contract are essential parts of this Contract as follows:

Legal Notice and Advertisement  
Instruction to Bidders  
Non-Federal Labor Standards and Requirements  
County of Cuyahoga Small Business Enterprise Requirements for construction contracts  
State of Ohio Prevailing Rates of Wages  
Proposals  
Information showing qualifications of Bidders  
Bid Bond  
Consent of Surety

Affidavits (as to interest and authority of Bidder and non-collusion and Job Site Safety Considerations)  
Contract  
Performance or Contract Bond  
Maintenance Bond  
Public Liability, Property Damage and Automobile Insurance  
Worker's Compensation Certificate  
Specifications  
a. General Conditions  
b. Supplemental General Conditions  
c. Detailed Specifications  
d. Miscellaneous Details

The following Specifications and Details, which are not bound in this volume, also constitute integral parts of the Contract Documents.

- a. Uniform Standards for Sewage Improvements, dated December 1998 or latest edition.
- b. County of Cuyahoga, Sanitary Division Rules and Regulations, dated October 1985 with the addendum Dated October 14, 2010 or latest edition.
- c. Latest Ohio Department of Transportation Construction and Material Specifications.

Other information as may be required for the proper execution of this Contract.

- III. **Site Investigation**- That: The Contractor hereby covenants and expressly agrees that he has full knowledge of the site, specifications, contractual documents, shop drawings, conditions and circumstances relating to or affecting performance of work contemplated and covered by the Contract.
- IV. **Acceptance**- That: The Contractor hereby covenants and agrees that affixing of his/her signature to the Contract constitutes acceptance without reservation of and full intent to comply with the Contract, Conditions, Specifications, Shop Drawings and Contractual Documents of this Contract.
- V. **Payment**- That: In consideration of the premises stated in Sections I, II, III and IV above, The County, for itself, its successors and assigns, promises and agrees to pay the Contractor the sums of money stipulated in the Proposal for the various classes of work satisfactorily completed and accepted under this contract. These sums of money shall constitute compensation in full for furnishing all labor, materials, tools, equipment, machinery, appliances, and all other necessary items to discharge the obligation and intent of this Contract.

That: The County further agrees to pay the Contractor a certain total sum of money under this contract, for the purposes of agreement and appropriation, which shall be determined by work actually performed by the Contractor calculated upon the basis of completed units for each item of the Contract and the unit or lump sum price stipulated in the attached Proposal.

- VI. **Time of Completion-** That: The Contractor further covenants and agrees that all work done under this Contract shall be completed in compliance with the Specifications, Shop Drawings, Contractual Documents, Etc., to the satisfaction and approval of the County within **730** calendar days from the date stipulated in the "Notice to Proceed" issued by the County to the Contractor.

That: The Contractor agrees to start work on this Contract on or before the date stipulated in the aforementioned "Notice to Proceed", and to prosecute the work under this Contract with reasonable speed and diligence to insure completion of the work with the time specified.

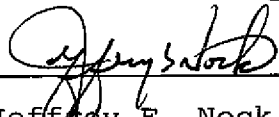
- VII. **Liquidated Damages-** That: The Contractor further covenants and agrees that the County, in event time of completion is delayed beyond the time stipulated in Section VI above by actions or inactions attributable to the Contractor, the County may retain monies due or that may become due the Contractor equal in amount to Three Hundred Dollars (\$300.00) per day, for each and every day by which time of completion is delayed beyond time for completion stipulated in Section VI above, and that such amounts are expressly agreed and recognized as liquidated damages occurring to the County incident to such delays and causing unanticipated and additional expenses to the County.

**Electronic Signatures:** - By entering into this contract, I agree on behalf of the contractor, its officers, employees, subcontractors, subgrantees, agents or assigns, to conduct this transaction by electronic means by agreeing that all documents requiring County signatures may be executed by electronic means, and that the electronic signatures affixed by the County to said documents shall have the same legal effect as if that signature was manually affixed to a paper version of the document. I also agree on behalf of the aforementioned entities and persons, to be bound by the provisions of Chapters 304 and 1306 of the Ohio Revised Code as they pertain to electronic transactions, and to comply with the electronic signature policy of Cuyahoga County.

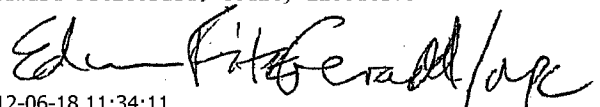
**SIGNATURES:**

IN WITNESS WHEREOF, The County of Cuyahoga, and the Contractor through its duly authorized representative have hereunder subscribed and affixed their respective signatures.

Terrace Construction Company, Inc.  
CONTRACTOR

By:   
Jeffrey E. Nock, President

Edward FitzGerald, County Executive

  
2012-06-18 11:34:11  
County of Cuyahoga, Ohio

By: \_\_\_\_\_  
Edward FitzGerald, County Executive

**Note:** If an individual doing business under a firm name, so state, giving both names.

If a Partnership, so state, giving names and post office addresses of all partners under their signatures above.

If a Corporation, give full corporation name and the State under which it is incorporated; corporate titles should be indicated under signatures. (Certificate of power to sign on behalf of the Corporation must be attached).

## CERTIFICATE OF EXEMPTION

### COUNTY OF CUYAHOGA, OHIO

Political Subdivision #29

of the

State of Ohio

The undersigned hereby certifies that the articles of tangible personal property purchased under this certificate were purchased for incorporation into a structure or improvement to real property under a construction contract with the County of Cuyahoga, Ohio, Political Subdivision #29 of the State of Ohio.

**PROJECT TITLE/LOCATION:** Sewer and Lateral Repair Program for Various County Sewer Districts for the Department of Public Works Sanitary Engineering Division for a Two-Year Period

**DATE OF COMMENCEMENT:** \_\_\_\_\_

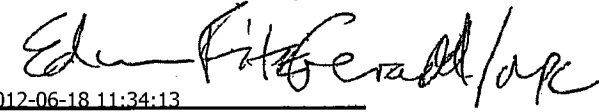
This certificate shall be considered a part of each order for the specific contract identified above and shall be retained by the vendor. This certificate must be signed by both the contractor/vendor and owner.

Edward FitzGerald, County Executive

Signed

  
(Contractor/Vendor)

Signed

  
2012-06-18 11:34:13  
(Owner)

By

Jeffrey E. Nock

By

Title

President

Title

Address

3965 Pearl Road

Address

Cleveland, Ohio 44109

Date

April 11, 2012

Date

**PUBLIC IMPROVEMENT AGREEMENT  
(PREVAILING WAGES)**

This agreement is made as of, between the Cuyahoga County, by and through the County of Cuyahoga, and Terrace Construction Company, Inc. (Hereinafter the Contractor), under the following circumstances:

WHEREAS, Ohio Revised Code, Chapter 4115 requires that contracts for projects being constructed with public funds comply with Chapter 4115 of the Revised Code; and

WHEREAS, the total project cost of this project exceeds \$2,197,758.00, this project hereby designated as a public improvement project, and

WHEREAS, all contractors and subcontractors involved in this construction project must comply with the provisions of Ohio Revised Code, Chapter 4115 and

WHEREAS, this agreement clarifies with whom certain responsibilities established by Chapter 4115 lie.

It is hereby agreed:

- 1). That the County of Cuyahoga shall obtain the prevailing wage rate determination and attach it to the specifications for the work and otherwise comply with Ohio Revised Code, Section 4115.04.
- 2). That the contract between the County of Cuyahoga and the Contractor and the contract between the Contractor and all his subcontractors shall contain a provision requiring all contractors and subcontractors performing work on the project to pay a rate of wages not less than the wage rate determined by the Department of Industrial Relations, State of Ohio, for the project.
- 3). That the Contractor shall post in a prominent and accessible place on the site of the project a legible statement of the schedule of wage rates specified in the contract to the various classifications of laborers, workers, and mechanics employed and shall cause the statement to remain posted during the life of each contract, pursuant to Ohio Revised Code, Section 5114.07.
- 4). That the County of Cuyahoga shall give notice to the Contractor and the Contractor shall give notice to the subcontractors that they shall file certified payroll reports and the affidavit required by Ohio Revised Code, Sections 4115.07 and 4115.071.
- 5). That the County of Cuyahoga shall appoint a Prevailing Wage Coordinator who shall exercise the powers and duties imposed by Ohio Revised Code, Section 4115.071, and as set forth by the Ohio Attorney General's Office. The duties of the Prevailing Wage Coordinator are incorporated herein;
  - a). Set up and maintain files containing all contractors' and subcontractors' payroll reports.
  - b). Maintain a list of pay dates.
  - c). Within two weeks after the first pay day, receive from each contractor a certified copy of payroll reports means that it must be sworn to and signed by the contractor.

- 1). If the project is to exceed four months, all reports after the initial report (the initial report must be filed within two weeks) can be filed once per month.
- 2). If the project is to last less than four months, all reports are to be filed weekly after the initial report.

- d). Monitor compliance with the Prevailing Wage Law which includes site visits to verify that the required postings and job classifications are being complied with.
- e). At the completion of the project, the Wage Coordinator is to require an Affidavit of Compliance from each contractor. An affidavit must be sworn to and notarized.
- f). The Coordinator is to report any non-compliance to the Director of the Department of Industrial Relations, State of Ohio, in writing.

6). The County of Cuyahoga shall notify the Contractor and the Contractor shall notify each subcontractor of the identity of the Prevailing Wage Coordinator.

7). That upon notice by the Prevailing Wage Coordinator or the Department of Industrial Relations to the Contractor of a failure by a contractor or subcontractor to comply with the reporting requirements of Ohio Revised Code, Section 4115.071 (C), the Contractor shall take such steps as are necessary to cause the contractor, subcontractor, or other person to comply.

8). That, upon notice to the County of Cuyahoga by the Department of Industrial Relations of any apparent violation of the requirements of Chapter 4115 by any contractor or subcontractor the County of Cuyahoga shall withhold any further payments to the Contractor on this project.

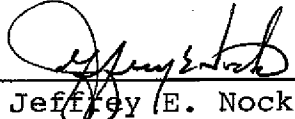
9). The Contractor shall file a complete list of all subcontractors with the Prevailing Wage Coordinator prior to the start of construction.

10). The Contractor shall be responsible for the compliance with all requirements of Ohio Revised Code, Chapter 4115, by self and all subcontractors.

11). That nothing in this agreement shall be construed as a limitation or restriction on any party to avoid self of any procedure or remedy available to them in Ohio Revised Code, Chapter 4115.


Date: April 11, 2012

Contractor: Terrace Construction Company Inc

By:   
Jeffrey E. Nock, President

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

County of Cuyahoga, Ohio  
Edward Fitzgerald, County Executive

By:   
Edward Fitzgerald, County Executive

**COUNTY OF CUYAHOGA  
REQUEST FOR ESCROW AGENT AND AGREEMENT FORM**

Ohio Revised Code Chapter 153, Section .12; .13; .14 and .63 require that any award of contract for the construction, reconstruction, improvement, enlargement, alteration, repair, painting or decoration of a public improvement made by the State, or any County, Township, Municipal Corporation, School District, or other political subdivision, or any public board, commission, authority, instrumentally, or special purpose district of or in the state or a political subdivision that is authorized by state law, retain no more than eight percent (8%) of the aggregate from each payment for labor and material until the contract is fifty percent (50%) complete. When the contract becomes fifty percent complete, the contracting authority must deposit the retainage with a mutually agreed upon escrow agent.

The Treasurer of Cuyahoga County has arranged with each of the below listed financial institutions to serve as an escrow agent for the deposit of retained construction contract funds. Please read the Agreement statement, select the institution from the list by inserting an "X" in the box next to the name of the institution and then complete the requested information.

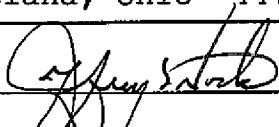
(We) (I) consent to using the financial institution marked by and [X] below for the deposit in escrow of any funds retained by the County in accordance with Sections 153.12; .13; .14 and .63 of the Ohio Revised Code in accordance with escrow procedures as required by the County of Cuyahoga. It is further understood that this Agreement shall become part of the construction contract awarded by the County of Cuyahoga to (us) (me).

Key Bank	[ ]
Huntington National Bank	[ ]
PNC Bank	[X]
First National Bank	[ ]

**PROJECT CONTRACTOR**

FIRM: Terrace Construction Company, Inc.

ADDRESS: 3965 Pearl Road  
Cleveland, Ohio 44109

SIGNATURE: 

PRINTED NAME: Jeffrey E. Nock

TITLE: President



**Request for Taxpayer  
Identification Number and Certification**

Give form to the  
requester. Do not  
send to the IRS.

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return) <b>Terrace Construction Company, Inc.</b>	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.) <b>3965 Pearl Road</b>	Requester's name and address (optional)
City, state, and ZIP code <b>Cleveland, Ohio 44109</b>	
List account number(s) here (optional)	

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

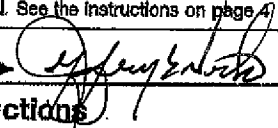
Social security number
or

**Part II Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification Instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶ 	Jeffrey E. Nock President	Date ▶ 4/11/12
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**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

### **VIOLATING FACILITIES:**

The Contractor agrees to comply with all applicable standards, orders or requirements under Section 306 of the Clean Air Act, 42 USC 1857(h), Section 508 of the Clean Water Act, 33 USC 1368, Executive Order 11738, and EPA regulations, 40 CFR Part 15, which prohibit the use under non-exempt Federal contracts, grants, or loans to facilities included on the EPA List of Violating Facilities.

H666

491



# The State of Ohio

Bob Taft

Secretary of State

620121

## Certificate

It is hereby certified that the Secretary of State of Ohio has custody of the Records of Incorporation and Miscellaneous Filings that said records show the filing and recording of

AMD CBN CHL

TERRACE CONSTRUCTION COMPANY, INC. FORMERLY TERRACE CONSTRUCTION CO., INC.

United States of America  
State of Ohio  
Office of the Secretary of State



Recorded on Roll H666 at Frame 0492 of  
the Records of Incorporation and Miscellaneous Filings.

Witness my hand and the seal of the Secretary of State at

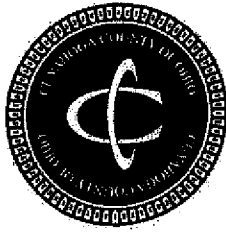
Columbus, Ohio, this 10TH day of AUG

A.D. 19 93

*Bob Taft*

Bob Taft

Secretary of State



**CUYAHOGA COUNTY**  
**DEPARTMENT of PUBLIC WORKS**

April 10, 2012

Jeffery Nock, President/Treasurer  
Terrace Construction Company, Inc.  
3965 Pearl Road  
Cleveland, Ohio 44109

RE: Sewer and Lateral Repair Program for various County Sewer Districts for the Department of Public Works Sanitary Engineering Division for a Two-Year Period

Dear Mr. Nock:

We are pleased to inform you that an award recommendation has been made to your company for the above mentioned project in the amount of \$2,197,758.00.

Please complete the attached forms and return one (1) original of each form within ten (10) days to the Department of Public Works, 2429 Superior Viaduct, Cleveland, Ohio, 44113, Attention: Julie Conway. The County of Cuyahoga, Ohio will then award and execute the contract.

A scanned copy of the documents can be emailed to [jaconway@cuyahogacounty.us](mailto:jaconway@cuyahogacounty.us) for quicker execution of the contract.

Sincerely

Juliann Conway, Contract Coordinator  
Department of Public Works

Encl: Required Contract Documents

cc: Bonita Teeuwen, J. Sheehan, T. Sotak, D. Dillion, W. Schneider, K. Celebrezze, S. Kosilesky, J. Husani, M. Chambers, C. Ross, S. Toth, T. Sotak