

**COUNTY OF CUYAHOGA, OHIO FORM OF AGREEMENT  
UNIT PRICE CONTRACT**

THIS AGREEMENT, made this 27<sup>th</sup> day of April, 2012, between the County of Cuyahoga, Ohio on behalf of the Department of Public Works/County Engineer, hereinafter

called the County of Cuyahoga, Ohio, and Fabrizi Trucking & Paving Co., Inc., an Ohio Company located at 389 Columbia Road, Valley City, Ohio 44280

and \_\_\_\_\_ successors, executors, administrators and assigns, hereinafter called the Contractor. WITNESSETH: That for and in consideration of payments hereinafter mentioned, to be made by the County of Cuyahoga, Ohio, the Contractor agrees to furnish all materials, appliances, tools, and labor, and perform all the work required for:

**Rehabilitation of Prospect Road Culvert No. 9 over Baker Creek in the City of Strongsville**

The County of Cuyahoga, Ohio, according to the plans and specifications and estimates and to the satisfaction and acceptance of the party of the first part.

The Contractor further covenants and agrees that the following papers shall be bound with or accompany and be an essential part of this contract: Notices to bidders and proposals upon which this contract was awarded; Plans and special specifications for the improvement contemplated by this contract; The construction and material specifications together with the general clauses and covenants of the County of Cuyahoga, Ohio in effect at the time this contract is entered into; Contractor's Performance Bond and this Agreement.

It is expressly stipulated and agreed that the party of the Contractor hereby covenants and agrees that he has full knowledge of the site, plans, specifications, and conditions relative to the performance of the work contemplated by this contract and made an essential part thereof, and that the affixing of his/her signature hereto shall constitute complete acceptance of and compliance with aforesaid plans, specifications, and conditions.

In consideration of the premises the County of Cuyahoga, Ohio agrees to pay to the Contractor a certain sum of money which shall be determined by the work actually performed by the party of the second part calculated upon the basis of completed units for each item of the contract, and the unit price of each item as set forth in the proposal attached hereto and made a part hereof. This aforesaid sum for the purposes of agreement and appropriation, and until actually calculated as aforementioned upon completion of the work, shall be understood to be

Eight Hundred Six Thousand Eight Hundred Forty-seven and 80/100 Dollars \$806,847.80

BY ENTERING INTO THIS CONTRACT I AGREE ON BEHALF OF THE CONTRACTING OR SUBMITTING BUSINESS ENTITY, 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 THE COUNTY OF CUYAHOGA, OHIO.

IN WITNESS WHEREOF, the party of the County of Cuyahoga, Ohio and the Contractor through its duly authorized representatives have hereunto subscribed and affixed their respective signatures. Edward FitzGerald, County Executive

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 ON LINES OPPOSITE.

IF A CORPORATION, GIVE FULL CORPORATION NAME AND STATE UNDER THE LAWS OF WHAT STATE. YOU ARE INCORPORATED; OFFICER MUST INCLUDE SIGNATURE, TITLE, AND FURNISH A COPY, CURRENTLY DATED AND CERTIFIED BY THE SECRETARY OF THE CORPORATION OF A RESOLUTION BY THE BOARD OF DIRECTORS AUTHORIZING THE PARTICULAR OFFICER TO SIGN THE CONTRACT ON BEHALF OF THE COMPANY AND FURTHER CERTIFY THAT THE RESOLUTION IS IN FULL FORCE AND EFFECT.

County of Cuyahoga, Ohio

2012-07-13 15:49:09

Edward FitzGerald, County Executive

FIRM: Fabrizi Trucking & Paving Co., Inc.

SIGNATURE: Maria Fearer

PRINTED NAME: Maria Fearer

TITLE: Vice President / CFO

**Prevailing Wages  
Public Improvement Agreement**

This agreement is made this 27<sup>th</sup> day of April A.D., 2012 between the County of Cuyahoga, Ohio and the Contractor, Fabrizi Trucking & Paving Co., Inc.

I hereby agreed:

1. That the County of Cuyahoga, Ohio shall obtain the prevailing wage rate determination and attach it to the specifications for the work and during otherwise comply with Ohio Revised Code, Section 4155.04.
2. That the contract between the County of Cuyahoga, Ohio and the Contractor and the Contract between the Contractor and all 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 the life of each contract pursuant to Ohio Revised Code, Section 4115.07.
4. That the County of Cuyahoga, Ohio 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, Ohio shall appoint a Prevailing Wage Coordinator who shall exercise the duties imposed by the Ohio Revised Code, Section 4115.071 and as set forth by the Ohio Attorney General. 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 (2) weeks after the first payday, receive from each contractor a certified copy of its payroll report. Certified means that it must be sworn to and signed by the Contractor.
    - 1) If the project is to exceed four (4) months, all reports after the initial report (the initial report must be filed within two (2) weeks) can be filed once per month.
    - 2) If the project is to last less than four (4) 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, Ohio shall notify the Contractor and the Contractor shall notify each subcontractor of the identity of the Prevailing Wage Coordinator.
7. That upon notice of 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 the 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, Ohio by the Department of Industrial of any apparent violation of the requirements of Chapter 1145 by any contractor or subcontractor, the County of Cuyahoga, Ohio 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 with regard to its own work force and all subcontractors.
11. That nothing in this agreement shall be construed as a limitation or restriction on any party to avoid itself of any procedure or remedy available to them in Ohio Revised Code, Chapter 1145.

Edward Fitzgerald, County Executive

THE COUNTY OF CUYAHOGA, OHIO

EDWARD FITZGERALD  
COUNTY EXECUTIVE:

2012-07-13 15:49:11

DATE: \_\_\_\_\_

CONTRACTOR

FIRM: Fabrizi Trucking & Paving Co., Inc.

SIGNATURE: Maria Fearer

DATE: 4-27-12

PRINTED NAME: Maria Fearer

TITLE: Vice President /CFO

## 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:** Rehabilitation of Prospect Road Culvert No. 9 over Baker Creek in the City of Strongsville

**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.

2012-07-13 15:49:12

Signed Fabrizi Trucking & Paving Co. INC  
(Contractor/Vendor)

Signed \_\_\_\_\_  
(Owner)

By Maria Ferrer

By \_\_\_\_\_

Title Vice President/CFO

Title \_\_\_\_\_

Address 389 Columbia Rd

Address \_\_\_\_\_

Valley City, OH 44280

Date 4-27-12

Date \_\_\_\_\_