

CUYAHOGA COUNTY, OHIO

IV. CONTRACT

2013 SEWER AND LATERAL REPAIR PROGRAM FOR VARIOUS COUNTY SEWER DISTRICTS 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 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 **2013 SEWER AND LATERAL REPAIR PROGRAM FOR VARIOUS COUNTY SEWER DISTRICTS 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.

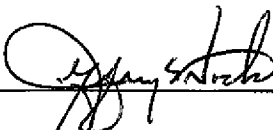
Electronic Signatures: - By entering into this contract, I agree on behalf of the contractor, its officers, employees, subcontractors, subgrantees, agents or assigns, to conduct this transaction by electronic means by agreeing that all documents requiring County signatures may be executed by electronic 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:

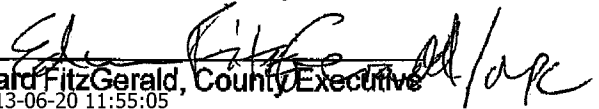
IN WITNESS WHEREOF, The County of Cuyahoga, and the Contractor through its duly authorized representative have hereunder subscribed and affixed their respective signatures.

Terrace Construction Company, Inc.

CONTRACTOR

By: 
Jeffrey E. Nock, President

County of Cuyahoga, Ohio
Edward FitzGerald, County Executive

By: 
Edward FitzGerald, County Executive
2013-06-20 11:55:05

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).

PERFORMANCE OR CONTRACT BONDS

N/A

(Section 153.57 O.R.C.)

KNOW ALL MEN BY THESE PRESENTS: That we the undersigned
(1) _____

as principal and (2) _____

as sureties, are hereby held and firmly bound unto this State of Ohio for use of Cuyahoga
County, Ohio in the penal sum of _____

_____ (\$ _____) Dollars for the payment of which well and truly to be made,
we hereby jointly and severally bind ourselves, our heirs, executors, administrators,
successors and assigns.

Signed this _____ day of _____, 2012.

Principal

By _____

WITNESSES:

Sureties

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named Principal, did on the ____ day of _____, _____, enter into the contract hereto attached with the County of Cuyahoga, Ohio which said contract is made a part of this bond the same as though set forth herein:

Now, if the said _____ shall well and faithfully do and perform the things agreed by _____ to be done and performed according to the terms of said contract; and shall pay all lawful claims of subcontractors, materialmen, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing said contract, we agreeing and assenting that this undertaking shall be for the benefit of any materialmen or laborer having a just claim, as well as for the obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of the said contract or in or to the plans or specifications therefore shall in any wise affect the obligations of said surety on its bond.

NOTE

Attach corporate seal of principal if corporation. Attach corporate seal of Surety Company if signing as surety.

(1) If a corporation, insert "A Corporation organized under the laws in the State of _____ with its principal place of business at _____ in Ohio".

(2) If a surety company, insert "A corporation organized under the laws of the State of _____ and duly authorized.

If the above bond is executed by private individuals as sureties, the affidavits in justification of sureties must be filled out in detail, or in lieu of said affidavits, a certificate of the County Auditor of the County in which said sureties, or one of them, reside, or have property, may be furnished to the effect that in his judgment such sureties possess the qualifications required by Section 1341.01 of the Revised Code of Ohio which reads as follows:

"Sureties must be residents of this State, and worth, in the aggregate, double the sum to be secured, beyond the amount of their debts and have property liable to execution in this State equal to the sum to be secured." If signed by a surety company, said bond must be accompanied (1) by a certificate of the superintendent of insurance, that such surety company is authorized to transact business in this State, and (2) by the power of attorney of the agent of such company showing his authority to execute said bond in its behalf.

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE _____

Terrace Construction Company, Inc.

, as Contractor, and

Cincinnati Insurance Company

, as Surety

are held and firmly bound unto the County of Cuyahoga, Ohio as Obligor in the penal sum of Two Million Seven Hundred Forty-Four Thousand Four & 50/100 Dollars (\$ 2,744,044.50), for the payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

WHEREAS, the Contractor entered into a contract dated _____ With the Obligor for the 2013 sewer and lateral repair program for various county sewer districts for a two year period

in accordance with the Specifications of the Obligor.

WHEREAS, the Specifications pertaining to said work require the same shall be free from all defects caused by inferior materials or the result of poor workmanship for the period of three (3) years from date of acceptance of the whole work of this Contract.

NOW, THEREFORE, if the said Principal shall in all things observe the guarantee described in the forgoing paragraph, and shall protect and indemnify said Obligor from and against any and all loss, costs, attorneys' fees and expense of whatsoever kind and character which said Obligor shall sustain by reason of the failure of said Principal to faithfully observe the guarantee hereinbefore described that this obligation shall be void, otherwise the same shall be and remain in full force and effect.

Signed, Sealed and Dated this 26th day of April, 2013

Terrace Construction Company, Inc.

(Name of Contractor)

3965 Pearl Rd., Cleveland, OH

(Address)

By:

Jeffrey E. Nock

President

(Title)

(Witness)

Leonard Liptak

(Address)

Charles Orlowski

Cincinnati Insurance Company

(Name of Surety)

Pam L. Kennedy

(Officer of Surety)

Pam L. Kennedy, Attorney-in-Fact

Laura K. Staten

(Officer of Surety)

Laura K. Staten, Attorney-in-Fact

APPROVED AS TO FORM

By

(Assistant Pros. Attorney)

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Robert W. Edgerton; Pam L. Kennedy; Anthony J. Schepis and/or Laura K. Staten

of Independence, Ohio

and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Any such obligations in the United States, up to

Twenty Five Million and No/100 Dollars (\$25,000,000.00).

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 10th day of May, 2012.



THE CINCINNATI INSURANCE COMPANY

Stephen A. Jantz

Vice President

STATE OF OHIO) ss:
COUNTY OF BUTLER)

On this 10th day of May, 2012, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



Mark J. Huller

MARK J. HULLER, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration
date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio,
this 26th day of APRIL 2013



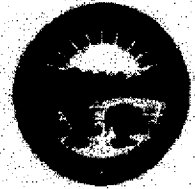
Scott R. Kober

Assistant Secretary

Ohio Department of Insurance

John F. Kasich - Governor
Mary Taylor - Lt. Governor/Director

Certificate of Compliance



Issued 06/12/12
Effective 07/01/12
Expires 06/30/13

I, Mary Taylor, hereby certify that I am the Lt. Governor/Director of Insurance in the State of Ohio and have supervision of insurance business in said State and as such I hereby certify that

CINCINNATI INSURANCE COMPANY, THE

of Ohio is duly organized under the laws of this State and is authorized to transact the business of insurance under the following section(s) of the Ohio Revised Code:

Section 3929.01 (A)

Accident & Health
Aircraft
Allied Lines
Boiler & Machinery
Burglary & Theft
Commercial Auto - Liability Other
Commercial Auto - No Fault
Commercial Auto - Phys. Damage
Credit
Earthquake
Fidelity
Financial Guaranty
Fire
Glass
Inland Marine
Medical Malpractice
Multiple Peril - Commercial
Multiple Peril - Farmowners

Multiple Peril - Homeowners
Other Liability
Private Passenger Auto - No Fault
Private Passenger Auto-Liability Other
Private Passenger-Phys Damage
Surety
Workers Compensation

CINCINNATI INSURANCE COMPANY, THE certified in its annual statement to this Department as of December 31, 2011 that it has admitted assets in the amount of \$9,501,832,509, liabilities in the amount of \$5,755,051,386, and surplus of at least \$3,746,781,123.

IN WITNESS WHEREOF, I have hereunto subscribed my name and caused my seal to be affixed at Columbus, Ohio, this day and date.

Mary Taylor

Mary Taylor
Lt. Governor/Director





The Cincinnati Insurance Company • The Cincinnati Indemnity Company
The Cincinnati Casualty Company • The Cincinnati Specialty Underwriters Insurance Company
The Cincinnati Life Insurance Company

THE CINCINNATI INSURANCE COMPANY
FINANCIAL STATEMENT
DECEMBER 31, 2012

ASSETS


Cash	\$ 316,638,139
Bonds	4,860,002,716
Stocks	3,095,379,010
Agents Balance Receivable	1,244,309,297
All Other Admitted Assets	250,930,339
TOTAL ADMITTED ASSETS	<u>\$9,767,259,501</u>

LIABILITIES

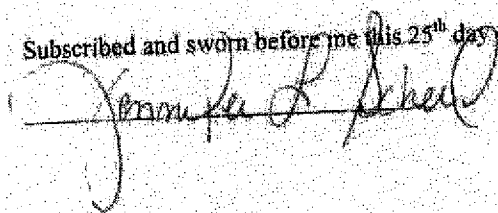
Reserve for Losses and Loss Expense	\$3,696,774,342
Reserve for Unearned Premiums	1,723,597,502
All Other Liabilities	433,289,679
Capital	\$ 3,586,355
Surplus	3,910,011,623
	<u>3,913,597,978</u>
TOTAL LIABILITIES & EQUITY	<u>\$9,767,259,501</u>

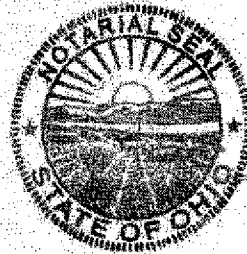
State of Ohio
County of Butler

Theresa A. Hoffer, Treasurer of The Cincinnati Insurance Company, being duly sworn for herself, deposes and says that she is the above described officer of the said company and that the above Financial Statement as of December 31, 2012 is true and correct to the best of her knowledge and belief.


Theresa A. Hoffer
Treasurer

Subscribed and sworn before me this 25th day of February, 2013.





Jennifer L. Scheld
Notary Public, State of Ohio
My Commission Expires 01-16-2016

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 \$23,447.00, 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.

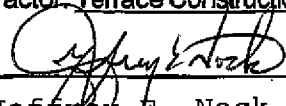
9). The Contractor shall file a complete list of all subcontractors with the Prevailing Wage Coordinator prior to the start of construction.

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: 4/30/13


Contractor: Terrace Construction Company, Inc.

By: 
Jeffrey E. Nock, President

Date: _____

County of Cuyahoga, Ohio

Edward FitzGerald, County Executive

By: 
Edward FitzGerald, County Executive
2013-06-20 11:55:07

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.

(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).

First National Bank []

TITLE: President _____

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.

CERTIFICATE OF EXEMPTION

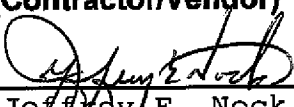
COUNTY OF CUYAHOGA, OHIO
Political Subdivision #29
of the
State of Ohio

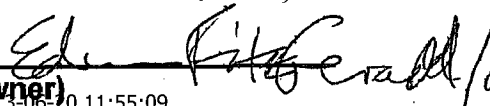
The undersigned hereby certifies that the articles of tangible personal property purchased under this certificate were purchased for incorporation into a structure or improvement to real property under a construction contract with the County of Cuyahoga, Ohio, Political Subdivision #29 of the State of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

PROJECT TITLE/LOCATION: **2013 SEWER AND LATERAL REPAIR PROGRAM**
FOR VARIOUS COUNTY SEWER DISTRICTS 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.

Signed Terrace Construction
Company, Inc.
(Contractor/Vendor)
By 
Title Jeffrey E. Nock
President
Address 3965 Pearl Road
Cleveland, Ohio 44109
Date April 30, 2013

Edward FitzGerald, County Executive
Signed 
(Owner)
2013-06-20 11:55:09
By _____
Title _____
Address _____
Date _____



An Equal Opportunity Employer

3965 Pearl Road • Cleveland, Oh 44109-3103 • Phone: (216) 739-3170 • Fax: (216) 739-3169


CORPORATE RESOLUTION

I, Charles Orlowski Asst. Secretary of Terrace
Construction Company, Inc. an Ohio Corporation hereby
certifies that the following is a true and correct copy of a resolution duly
adopted by the Board of Directors of Terrace Construction
Company, Inc., on April 24, 2013, to wit:

"Resolved, that President of
this Company, namely, Jeffrey E. Nock,
be and he hereby is authorized and directed to enter into any and
all contracts, bid guaranty and performance bonds with
Cuyahoga County-Dept of Public Works, for the
purpose of furnishing labor and materials as to
2013 Sewer and Lateral Repair Program for Various
County Sewer Districts for a Two (2) Year Period
at such price and upon such terms and conditions, including any
amendments or modifications thereto, as said President
in his sole discretion shall deem
best, and that said actions shall be binding upon the
Corporation."

"Resolved, further, that said President
be, and he further is hereby authorized and directed to execute
and deliver unto said Cuyahoga County-Dept of Public Works
other instruments which in his discretion he shall ~~deem~~ necessary
to carry out the foregoing resolution."

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said
Corporation at Cleveland, Ohio this 30th
day of April, 2013, and I further certify that said
resolution is still in full force and effect.


Asst-Secretary



TERRA-5

OP ID: L4

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/26/13

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Fedeli Group P.O. Box 318003 5005 Rockside Road Independence, OH 44131-8003	216-328-8080 216-328-8081	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: lstaten@thefedeligroup.com	FAX (A/C, No):
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Valley Forge Insurance Co.	20508
		INSURER B: Continental Casualty Company	20443
		INSURER C: Transportation Insurance Co.	20494
		INSURER D:	
		INSURER E:	
		INSURER F:	

INSURED Terrace Construction Company 3965 Pearl Road Cleveland, OH 44109	
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COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY						
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	<input checked="" type="checkbox"/>		5083130924	04/01/12	01/01/14	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person) \$ 10,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY \$ 1,000,000
C	AUTOMOBILE LIABILITY						
	<input checked="" type="checkbox"/> ANY AUTO			5083130910	04/01/12	01/01/14	GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					Emp Ben. \$ 1M/2M
B	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR					COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE		5083130941	04/01/12	01/01/14	BODILY INJURY (Per person) \$
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						BODILY INJURY (Per accident) \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A	5083130924	04/01/12	01/01/14	PROPERTY DAMAGE (Per accident) \$
	If yes, describe under DESCRIPTION OF OPERATIONS below			OHIO STOP GAP ONLY			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: 2013 Sewer and Lateral Repair Program for Various County Sewers Districts
Cuyahoga County and its employees are named as additional insured in regards to general liability as required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

CUYA-CL

CUYAHOGA COUNTY
1219 ONTARIO STREET
CLEVELAND, OH 44113

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



**Bureau of Workers'
Compensation**

30 W. Spring St.
Columbus, OH 43215

Certificate of Premium Payment

This certifies the employer listed below has paid into the Ohio State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. For more information, call 1-800-OHIOBWC.

This certificate must be conspicuously posted.

Policy No. and Employer

Period Specified Below

828835

01/01/2013 Thru 08/31/2013

TERRACE CONSTRUCTION COMPANY, INC
3965 PEARL RD
CLEVELAND, OH 44109-3103



ohiobwc.com

Stephen Bucher
Administrator/CEO

You can reproduce this certificate as needed.

Ohio Bureau of Workers' Compensation

Required Posting

Effective Oct. 13, 2004, Section 4123.54 of the Ohio Revised Code requires notice of rebuttable presumption. Rebuttable presumption means an employee may dispute or prove untrue the presumption (or belief) that alcohol or a controlled substance not prescribed by the employee's physician is the proximate cause (main reason) of the work-related injury.

The burden of proof is on the employee to prove the presence of alcohol or a controlled substance was not the proximate cause of the work-related injury. An employee who tests positive or refuses to submit to chemical testing may be disqualified for compensation and benefits under the Workers' Compensation Act.



**Bureau of Workers'
Compensation**

You must post this language with the certificate of premium payment.

W-9

**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)

Terrace Construction Company, Inc.

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company Enter the tax classification (Disregarded entity, C corporation, Partnership) ▶
☐ Other (see instructions) ▶

☐ Exempt
payee

Address (number, street, and apt or suite no.)

3965 Pearl Road

City, state, and ZIP code

Cleveland, Ohio 44109

Requester's name and address (optional)

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.

Social security number

or

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

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 ▶

Date ▶ **April 30, 2013**

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,



DATE:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
06/30/2005	200518001560	DOMESTIC AGENT ADDRESS CHANGE (AGA)	25.00	.00	.00	.00	.00

Receipt

This is not a bill. Please do not remit payment.

WEGMAN, HESSLER & VANDERBURG
6055 ROCKSIDE WOODS BLVD., STE 200
CLEVELAND, OH 44131-2302

STATE OF OHIO CERTIFICATE

Ohio Secretary of State, J. Kenneth Blackwell**620121**

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

TERRACE CONSTRUCTION COMPANY, INC.

and, that said business records show the filing and recording of:

Document(s)

DOMESTIC AGENT ADDRESS CHANGE

Document No(s):

200518001560

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

Witness my hand and the seal of
the Secretary of State at Columbus,
Ohio this 29th day of June, A.D.
2005.

J. Kenneth Blackwell
Ohio Secretary of State



CUYAHOGA COUNTY
DEPARTMENT of PUBLIC WORKS

April 26, 2013

Jeffrey E. Nock, President
Terrace Construction Company, Inc.
3965 Pearl Road
Cleveland, Ohio 44109

RE: 2013 Sewer and Lateral Repair Program for Various County Sewer Districts for a
Two-year Period

Dear Mr. Nock:

We are pleased to inform you that an award recommendation is being made to your company for the above mentioned project for \$2,744,044.50.

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 execute the contract. If possible a sooner response would be appreciated.

A scanned copy of the documents can be emailed to jaconway@cuyahogacounty.us for quicker execution of the contract.

Sincerely

Juliann Conway, Contract Coordinator
Department of Public Works

Attachments: Required Contract Documents

cc: B. Teeuwen, T. Sotak, M. Zavoda, D. Dillion, S. Kosilesky, M. Chambers, C. Jenkins, L. Straka, E. Premen

Department of Public Works Bid Results

Tuesday, April 23, 2013
3:48:37 PM

Letting Date 4/23/2013 Cuyahoga County Engineer's Estimate: \$2,500,000.00 RQ No.: 26597 Rep. No.: 23-13

2013 Sewer and Lateral Repair Program
for Various County Sewer Districts for a Two-Year Period

Low Bidder	Terrace Construction Company, Inc.	\$2,744,044.50	9.7618%
	Platform Cement, Inc.	\$2,749,528.50	9.981%

Notes:

2013 Sewer and Lateral Repair Program for Various
County Sewer Districts for a Two-Year Period

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE BID	Terrace Construction Co. Inc.	UNIT PRICE BID	Platform Cement, Inc.
1	Mobilization	40	Each	\$ 4,500.00	\$ 180,000.00	\$ 4,500.00	\$ 180,000.00
2a	Install laterals	800	L.F.	\$ 125.50	\$ 100,400.00	\$ 270.00	\$ 216,000.00
2b	Six (6) inch laterals installed by boring with casing pipe	400	L.F.	\$ 103.00	\$ 41,200.00	\$ 154.00	\$ 61,600.00
2c	Install 8 in. to 10 in. PVC sewers.	1200	L.F.	\$ 111.00	\$ 133,200.00	\$ 117.50	\$ 141,000.00
2d	Install 12 in. to 15 in. PVC sewers.	1200	L.F.	\$ 128.00	\$ 153,600.00	\$ 117.50	\$ 141,000.00
2e	Install 18 in. to 30 in. PVC sewers.	660	L.F.	\$ 200.00	\$ 132,000.00	\$ 150.00	\$ 99,000.00
2f	Install 12 in. to 15 in. RCP sewers.	400	L.F.	\$ 128.00	\$ 51,200.00	\$ 120.00	\$ 48,000.00
2g	Install 18 in. to 30 in. RCP sewers.	400	L.F.	\$ 200.00	\$ 80,000.00	\$ 150.00	\$ 60,000.00
2h	Install 36 in. to 42 in. RCP sewers.	330	L.F.	\$ 264.50	\$ 87,285.00	\$ 225.00	\$ 74,250.00
2i	Install 48 in. to 60 in. RCP sewers.	330	L.F.	\$ 300.00	\$ 99,000.00	\$ 250.00	\$ 82,500.00
2j	10" and smaller lateral wye branch including pipe couplings	40	Each	\$ 136.00	\$ 5,440.00	\$ 100.00	\$ 4,000.00
2k	12" to 15" lateral wye branch including pipe couplings	40	Each	\$ 332.50	\$ 13,300.00	\$ 100.00	\$ 4,000.00
2l	18" and larger saddle connections	20	Each	\$ 83.00	\$ 1,660.00	\$ 100.00	\$ 2,000.00
3a	Asphalt on concrete base pavement repair	4250	S.Y.	\$ 72.00	\$ 306,000.00	\$ 100.00	\$ 425,000.00
3b	Winter "cold temperature" concrete cap	800	S.Y.	\$ 22.50	\$ 18,000.00	\$ 40.00	\$ 32,000.00

**2013 Sewer and Lateral Repair Program for Various
County Sewer Districts for a Two-Year Period**

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE BID	Terrace Construction Co. Inc.	UNIT PRICE BID	Platform Cement, Inc.
				SUBTOTAL:	\$ 1,402,285.00	SUBTOTAL:	\$ 1,570,350.00
4	Concrete pavement repair	2100	S.Y.	\$ 72.00	\$ 151,200.00	\$ 90.00	\$ 189,000.00
5	Asphalt pavement repair	700	S.Y.	\$ 72.00	\$ 50,400.00	\$ 90.00	\$ 63,000.00
6	Additional excavation, including backfill	300	C.Y.	\$ 96.00	\$ 28,800.00	\$ 70.00	\$ 21,000.00
7	Remove & replace concrete curb	400	L.F.	\$ 25.50	\$ 10,200.00	\$ 25.00	\$ 10,000.00
8	Remove & replace 4-1/2" concrete walk using MS concrete	1200	S.F.	\$ 6.50	\$ 7,800.00	\$ 7.50	\$ 9,000.00
9a	Remove & replace 6" residential driveway apron with MS concrete	600	S.Y.	\$ 58.00	\$ 34,800.00	\$ 73.00	\$ 43,800.00
9b	Remove & replace 8" commercial driveway apron with MS concrete	300	S.Y.	\$ 65.50	\$ 19,650.00	\$ 75.00	\$ 22,500.00
10	Misc. "Formed" Concrete Construction	30	C.Y.	\$ 311.50	\$ 9,345.00	\$ 250.00	\$ 7,500.00
11a	Manhole CIP, 4' dia., 9-1/2' deep	16	Each	\$ 4,800.00	\$ 76,800.00	\$ 1,000.00	\$ 16,000.00
11b	Manhole CIP, 5' dia., 9-1/2' deep	8	Each	\$ 5,200.00	\$ 41,600.00	\$ 1,000.00	\$ 8,000.00
11c	Manhole CIP, 6' dia., 9-1/2' deep	6	Each	\$ 6,500.00	\$ 39,000.00	\$ 1,000.00	\$ 6,000.00
12a	Additional 4' dia. manhole section	70	V.F.	\$ 100.00	\$ 7,000.00	\$ 30.00	\$ 2,100.00
12b	Additional 5' dia. manhole section	50	V.F.	\$ 150.00	\$ 7,500.00	\$ 60.00	\$ 3,000.00
12c	Additional 6' dia. manhole section	20	V.F.	\$ 200.00	\$ 4,000.00	\$ 70.00	\$ 1,400.00
13	Manhole, reconstructed to grade	12	Each	\$ 500.00	\$ 6,000.00	\$ 750.00	\$ 9,000.00

**2013 Sewer and Lateral Repair Program for Various
County Sewer Districts for a Two-Year Period**

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE BID	Terrace Construction Co. Inc.	UNIT PRICE BID	Platform Cement, Inc.
14	Manhole, adjusted to grade	12	Each	SUBTOTAL: \$ 250.00	\$ 494,095.00	SUBTOTAL: \$ 150.00	\$ 411,300.00
15a	Catch Basin, complete in place, with sump and trap	8	Each	\$ 2,750.00	\$ 22,000.00	\$ 1,800.00	\$ 14,400.00
15b	Catch Basin, complete in place, with sump, no trap	8	Each	\$ 2,500.00	\$ 20,000.00	\$ 1,200.00	\$ 9,600.00
15c	Inlet Basin, complete in place, no sump	8	Each	\$ 2,250.00	\$ 18,000.00	\$ 650.00	\$ 5,200.00
15d	Concrete Headwall constructed per sheet 4 and 4A of 11, note: see details included in the specification book, cost of steel bars shall be included with the formed concrete cost for this line item.	750	C.Y.	\$ 125.00	\$ 93,750.00	\$ 125.00	\$ 93,750.00
16	Misc. metal	1600	LB	\$ 2.00	\$ 3,200.00	\$ 1.10	\$ 1,760.00
17	Sprinkler system maintained	10	Each	\$ 50.00	\$ 500.00	\$ 100.00	\$ 1,000.00
18	Trench sheeting left in place	600	S.F.	\$ 1.00	\$ 600.00	\$ 1.20	\$ 720.00
19	Test tee adjusted to grade	15	Each	\$ 216.50	\$ 3,247.50	\$ 50.00	\$ 750.00
20	6" x 6" Test Tee & 6" Riser	45	Each	\$ 500.00	\$ 22,500.00	\$ 700.00	\$ 31,500.00
21	LOCATE ONLY Test Tee (Per House)	20	Each	\$ 150.00	\$ 3,000.00	\$ 25.00	\$ 500.00
22a	6" drain tile	200	L.F.	\$ 10.00	\$ 2,000.00	\$ 10.00	\$ 2,000.00
22b	4" drain tile	100	L.F.	\$ 8.50	\$ 850.00	\$ 10.00	\$ 1,000.00
				SUBTOTAL: \$	\$ 192,647.50	SUBTOTAL: \$	\$ 163,980.00

**2013 Sewer and Lateral Repair Program for Various
County Sewer Districts for a Two-Year Period**

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE BID	Terrace Construction Co. Inc.	UNIT PRICE BID	Platform Cement, Inc.
23a	Seeding & Mulching	3100	S.Y.	\$ 5.00	\$ 15,500.00	\$ 1.10	\$ 3,410.00
23b	Sodding	400	S.Y.	\$ 11.50	\$ 4,600.00	\$ 4.50	\$ 1,800.00
24	Bentonite clay dam	9	C.Y.	\$ 690.50	\$ 6,214.50	\$ 950.00	\$ 8,550.00
25	Controlled density fill	365	C.Y.	\$ 36.00	\$ 13,140.00	\$ 55.00	\$ 20,075.00
26	Rock channel protection	175	C.Y.	\$ 79.00	\$ 13,825.00	\$ 75.00	\$ 13,125.00
27	Non-woven geotextile fabric	75	S.Y.	\$ 1.50	\$ 112.50	\$ 2.50	\$ 187.50
28a	200 GPM portable pump	14	Daily	\$ 450.00	\$ 6,300.00	\$ 464.00	\$ 6,496.00
28b	1000 GPM portable pump	14	Daily	\$ 980.00	\$ 13,720.00	\$ 700.00	\$ 9,800.00
29a	Concrete Core Drilling, 8" to 12" Opening	5	Each	\$ 350.00	\$ 1,750.00	\$ 200.00	\$ 1,000.00
29b	Concrete Core Drilling, 15" to 21" Opening	5	Each	\$ 600.00	\$ 3,000.00	\$ 300.00	\$ 1,500.00
29c	Concrete Core Drilling, 24" and larger Opening	5	Each	\$ 1,100.00	\$ 5,500.00	\$ 450.00	\$ 2,250.00
30a	Drop Manhole Piping Only (6-inch to 18-inch) including Concrete	20	V.F.	\$ 500.00	\$ 10,000.00	\$ 100.00	\$ 2,000.00
30b	Drop Manhole Piping Only (18-inch and Larger) including Concrete	20	V.F.	\$ 975.00	\$ 19,500.00	\$ 150.00	\$ 3,000.00
				SUBTOTAL:	\$ 113,162.00	SUBTOTAL:	\$ 73,193.50

**2013 Sewer and Lateral Repair Program for Various
County Sewer Districts for a Two-Year Period**

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE BID	Terrace Construction Co. Inc.	UNIT PRICE BID	Platform Cement, Inc.
31	Deduct for recycled concrete used for backfill when permitted by Engineer. Subtracted from Bid.	330	C.Y.	\$ (5.00)	\$ (1,650.00)	\$ (8.00)	\$ (2,640.00)
32	Deduct for over and under sewers where a single trench is need for construction. Subtracted from Bid.	333	L.F.	\$ (15.00)	\$ (4,995.00)	\$ (35.00)	\$ (11,655.00)
33	Deduct for sewer not under pavement. Subtracted from Bid.	100	L.F.	\$ (15.00)	\$ (1,500.00)	\$ (50.00)	\$ (5,000.00)
34	Additional Allowance for force account work	1	L.S.		\$550,000.00		\$550,000.00
				SUBTOTAL:	\$ 541,855.00	SUBTOTAL:	\$ 530,705.00
	Engineer's Estimate: <u>\$2,500,000.00</u>			Grand Total:	\$ 2,744,044.50	Grand Total:	\$ 2,749,528.50



TO: Bonita Teeuwen, Director, Department of Public Works

FROM: Edward FitzGerald, County Executive

DATE: March 11, 2013

SUBJECT: Deputy Chief Approval

Deputy Chief Approval No. DC2013-61

Department of Public Works, submitting specifications and estimate of cost; requesting authority for the Director of the Office of Procurement & Diversity to advertise for bids:

a) on RQ26597 for the Sewer and Lateral Repair Program for various County sewer districts for an estimated cost in the amount of \$2,500,000.00.

Edward FitzGerald, County Executive

Approved: _____

A handwritten signature in black ink, appearing to read 'Ed FitzGerald', is written over a horizontal line.

2013-04-19 09:38:09

COVENANT OF NON-DISCRIMINATION

(MUST be completed and submitted with ALL bids or proposals)

Know All Men By These Presents, that I/we, (JERRI E. NOCK),
Name(s)
(PRESIDENT), (TERRACE CONSTRUCTION COMPANY INC.),
Title(s) Name of Company

(hereinafter "Company"), in consideration of the privilege to submit Bids/Proposals on contracts funded, in whole or in part, by Cuyahoga County, hereby consents, covenants and agrees as follows:

(1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any Bid/Proposal submitted to Cuyahoga County or the performance of any contract resulting from;

(2) That it is and shall be the policy of this Company to provide equal opportunity to all business persons seeking to contact or otherwise interested in contracting with this Company, including various eligible Small Business Enterprises (hereinafter "SBEs");

(3) In connection herewith, I/We acknowledge and warrant that this Company has been made aware of, understands and agrees to make a Good Faith Effort to solicit SBEs to do business with this Company;

(4) That the Covenant of Non-Discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption;

(5) That the Covenant of Non-Discrimination as made and set forth herein shall be and are hereby deemed to be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain; and

(6) That the failure of this Company to satisfactorily discharge any of the Covenant of Non-Discrimination as made and set forth herein shall constitute a material breach of contract entitling Cuyahoga County to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to, cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract.


(Original Signature of Company Representative Identified Above)

4/23/13
(Date)



SBE SUBCONTRACTOR PARTICIPATION PLAN
(MUST be submitted for EACH SBE Subcontractor Proposed)

SBE-2

Check One:

Total Amount of Bid \$ 2,744,044.50

Service Contract ☐

Supply Contract ☐

Construction Contract ☒

Business Name of Prime Bidder TERRACE CONSTRUCTION COMPANY, INC.

Address 3965 PEARL ROAD

City CLEVELAND State OHIO Zip Code 44109

Telephone (216) 739-3170 E-Mail _____

Firm Owned by: ☒ Majority ☐ Minority (specify: _____) ☐ Female

Amount to be Subcontracted to SBE: \$ 274,500.00 Percent of Total: 10 %

Scope of Work Provided By SBE: SEWER & LATERAL REPAIRS / TRUCKING

Prime Bidder's Name JEFFREY E. NOCK Title PRESIDENT
(Type or Print)

Prime Bidder's Signature _____

4/23/13

(Date of Signature)

SBE SUBCONTRACTOR TO BE UTILIZED

(Must be certified by the Cuyahoga County Office of Procurement & Diversity)

Name of SBE Subcontractor THE VALLEJO COMPANY

Address 4429 STATE ROAD

City CLEVELAND State OHIO Zip Code 44109

Area Code (216) Telephone 741-3933

SBE Type: ☒ MBE ☐ WBE ☐ DBE ☐ MAJORITY SBE

The undersigned herewith agrees to subcontract with the above named bidder for the above said service(s) or supply(ies) to be furnished to the County.

SBE Subcontractor's Name PETER VALLEJO Title PRESIDENT
(Type or Print)

SBE Subcontractor's Signature _____

4/23/13

(Date of Signature)

GOOD FAITH EFFORT CERTIFICATION

(Must be submitted with bids NOT meeting SBE goal or requesting full or partial waiver)

Pursuant to the requirements for bidders under the SBE Program, and in consideration of the privilege to submit bids/proposals funded, in whole or in part, by Cuyahoga County,

I/We, (JEFFREY E. NOCK), (PRESIDENT) of
TRANE CONSTRUCTION COMPANY INC.
 Name(s) of Person(s) Signing Below Title(s) Company Name

attest that I/We have exercised the following good faith efforts in addition to my/our regular and customary solicitation process: (Check ALL that apply and complete as indicated)

☒ I/We are requesting a ~~FULL~~/PARTIAL WAIVER of the SBE Participation Goal for the following reason(s): SBE CERTIFICATION

- ☐ I/We are a non-profit agency and are requesting a FULL WAIVER of the SBE Participation Goal.
- ☐ I/We have contacted OPD or website to obtain a list of SBEs appropriate to the bid/proposal.
- ☐ I/We delivered written notice to available certified SBEs for each potential subcontracting or supply category in the contract AND all potential subcontractors or vendors which requested information on the contract.
- ☐ I/We have provided all potential subcontractors or vendors with adequate information as to plans, specifications, relevant terms and conditions of the contract, bonding requirements, and the last date and time for receipt of price quotations.
- ☐ I/We have attended the pre-bid/proposal conference.
- ☐ I/We have provided a written explanation for rejection of any potential SBE subcontractor or vendor to OPD, where price competitiveness is not the reason for rejection.
- ☐ I/We have actively solicited, through sending letters, emails or initiating personal contact, SBEs in all feasible and appropriate categories providing subcontracting opportunities for the contract under consideration.
- ☐ I/We have utilized the services of available community organizations and associations, contractors' groups, and trade associations known to publicize contracting and procurement opportunities, for the purpose of obtaining assistance in the contacting and recruitment of SBEs for the Cuyahoga County contract under consideration.
- ☐ I/We have conducted discussions with interested SBEs in good faith, and provided the same willingness to assist SBEs as has been extended to any other similarly situated subcontractor.
- ☐ I/We have taken steps to ensure that all labor supervisors, superintendents, and other on-site supervisory personnel are aware of and carry out the obligation to maintain a non-discriminatory work environment, free of harassment, intimidation and coercion at all construction sites, offices and other facilities to which employees are assigned to work.

If applicable, identify all SBEs contacted to participate that declined or were not chosen:

RO#

1. _____
Name of Subcontractor/Vendor Address Phone

Name of Contact Date of Offer to Participate Bid Amount Date Offer Declined

Reasons Given for Declining _____

2. _____
Name of Subcontractor/Vendor Address Phone

Name of Contact Date of Offer to Participate Bid Amount Date Offer Declined

Reasons Given for Declining _____

3. _____
Name of Subcontractor/Vendor Address Phone

Name of Contact Date of Offer to Participate Bid Amount Date Offer Declined

Reasons Given for Declining _____

(Make additional copies to extend list of SBE contacts if needed)

I/We affix my/our signature to this document to attest that I/We have exercised the above-indicated Good Faith Effort to promote SBE participation on the Bid/Proposal and Contract under consideration and to comply fully with the provisions of the Cuyahoga County Small Business Enterprise Program.

JEFFREY E. NOCK

Printed/Typed Name of Company Official

4/23/13

Date

PRESIDENT

Title of Company Official

3925 PEARL ROAD

Mailing Address

CLEVELAND, OH 44109

City, State, Zip

LEONARD LIPTAK

Notary Public - State of Ohio

My Commission Expires April 21, 2017
Recorded in Geauga County

TERRACE CONSTRUCTION COMPANY INC.

Full Company Name

216-739-3170

Area Code/ Phone Number

[Signature]
Notary Public

PLEASE NOTE: Failure to properly complete and submit SBE-1, SBE-2 and SBE-3 (if applicable) will result in bids/proposals being ruled non-responsive.



(OPD USE ONLY) Date Sent to Dept: 4/30/2013

Date Received from Dept: _____

OFFICE OF PROCUREMENT & DIVERSITY

TABULATION OF BIDS RECEIVED OVER \$25,000

BID DUE DATE: April 23, 2013 CONTRACT PERIOD: N/A

REQUISITION NUMBER: ST - 13 - 26597 NUMBER OF ITB'S SENT/RETURNED: 5/2

REQUISITIONING DEPT.: Public Works - Sanitary Engineer ESTIMATE: \$2,500,000.00

COMMODITY DESCRIPTION: 2013 Sewer & Lateral Repair Program SBE GOAL: 30%

If vendor is recommended for an award will require vendor to register with the IG

TO BE COMPLETED BY OPD AND USER DEPARTMENT (P=PROCUREMENT, D=DEPARTMENT)				TO BE COMPLETED BY CONTRACT COMPLIANCE OFFICER				
BIDDER'S NAME & ADDRESS	BID BOND / CHECK	P-Back Y/N	P-ADMINISTRATIVE D-TECHNICAL REVIEW	ACTUAL BID AMOUNT	SBE SUBCONTRACTOR NAME	CCBB	SBB PRIME TOTAL SBE % COMPLY Y/N	COMMENTS & INITIALS
Terrace Construction Company, Inc. 3965 Pearl Road Cleveland, Ohio 44109	Bid Bond, 100% - The Cincinnati Insurance Company	N/A	P: yes <i>encl.</i> IG# 12-2690 VCF = ok NCA = ok PH= yes 2% match = yes	Asm The Vallejo Company \$274,404.50 DM Terrace Construction \$2,744,044.50	<i>encl.</i> The Vallejo Company \$274,404.50 10% Terrace Construction \$2,744,044.50 20%	N	<i>encl.</i> Y 30% Y	Prime is certified. <i>nm 4/30/13</i> <i>nm 4/30/13</i>
Platform Cement 7503 Tyler Boulevard Mentor, Ohio 44060	Bid Bond, 100% - International Fidelity Insurance Company	N/A	P: yes <i>encl.</i> IG# No* VCF = ok NCA = ok PH= yes 2% match = no	DM North Coast Paving \$250,000.00 9% Asm Cover Bros. \$50,000.00 1.8% DM PAB Contracting \$2,749,528.50 19% Total \$25,000.00	<i>encl.</i> North Coast Paving \$250,000.00 9% Cover Bros. \$50,000.00 1.8% PAB Contracting \$2,749,528.50 19%	N	<i>encl.</i> Y 30% Y	 <i>nm 4/30/13</i> <i>nm 4/30/13</i>

CCBB: Low Non-CCBB Bid: \$2,744,044.50 +2% \$54,882.89 = \$2,798,927.39

Does CCBB apply? : Y (N)

(Note: CCBB must meet all bid requirements)

• LOWEST BID REC'D \$2,744,044.50 RANGE OF LOWEST BID REC'D \$1,000,000.00 - \$3,000,000.00 PRICE PREF % & \$ LIMIT: 8% - \$100,000.00 MAX SBE PRICE PREF \$ 2,954,044.50

CCBB: Low Non-CCBB Bid: \$2,744,044.50 +2% = \$2,798,925.39 Does CCBB apply? Y (N) (*Note: CCBB must meet all bid requirements)

* LOWEST BID REC'D \$2,744,044.50 RANGE OF LOWEST BID REC'D \$1,000,000.00 - \$3,000,000.00 PRICE PREFF % & \$ LIMIT: 8% up to max \$1,000,000.00 MAX SBE PRICE PREFF \$ 2,954,844.50

OBM APPROVAL (If actual bid exceeds estimate) _____ DATE _____ DEPARTMENT DIRECTOR SIGNATURE _____ DEPARTMENT DIRECTOR NAME _____

LOW BIDDER NOTIFIED _____ DATE _____ CITY _____ STATE _____

Tab sheet with SBE Updated 04/19/2013

BID SPECIFICATION REQUIREMENTS ON FEDERALLY FUNDED PROJECTS THROUGH CUYAHOGA COUNTY OF OHIO

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INVITATION FOR BID ADVERTISEMENT

The language below is required in all advertisement for bidders in Department of Labor Imposed Bid Condition Areas. These are in addition to the other relevant information in your Invitation for Bids.

"A bidder/contractor will be deemed committed to the Department of Labor's goals and timetables for the Cleveland, Ohio areas as specified in the Notice of Requirements for Affirmative Action to ensure Equal Employment Opportunity Executive Order 11246 by submitting a properly signed bid."

"Each bidder must insure that all employees and applicants for employment are not discriminated against because of their race, creed, color, sex or national origin."

"A copy of the bid Specification Package will be available for review by all potential bidders at the offices of the County Community Development located at 1701 East 12th Street, 1st Floor, Reserve Square, Cleveland, Ohio 44114".

This sentence is to be included in the legal ad:

"Small Business Enterprises (SBE's) are encouraged to participate on this project. The goal for SBE participation is 30% of total contract award for this project".

Note: The date, time and location of the "Pre-Bid Conference" must be specified with the legal advertisement.

1. As used in these Specifications:

- a. Covered area means the geographical area in which the Project is located.
- b. Director means Director, Office of Federal Contract Compliance Programs, United States Department of Labor or any person to whom the Director delegates authority.
- c. Employer identification number means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, US Treasury Department Form 941.
- d. Minority includes:
 - 1) Black (a person having origins in any of the black African racial groups not of Hispanic origin);
 - 2) Hispanic (a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race);
 - 3) Asian and Pacific Islander (a person having originals in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - 4) American Indian or Alaskan Native (a person having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participating or community identification).

- 2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
- 3. The Contractor shall implement the specific affirmative action standards provided in paragraphs 6a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction Contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
- 4. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the Contractor has a collective bargaining agreement to refer either minorities or women shall excuse the Contractor's obligations under these Specifications, Executive Order 111246, or the regulations promulgated pursuant thereto.

5. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the US Department of Labor.
6. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foreman, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment with specific attention to minority or female individual working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred back to the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
 - d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the contractor a minority person or women sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
 - e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the source compiles under 6b above.
 - f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
 - g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of

construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news median, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
 - i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
 - j. Encourage present minority and female employees to recruit other minority persons and females and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
 - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
 - l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 - m. Ensure that seniority practices, job classifications, work assignments and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
 - n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction Contractor and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
7. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (6a through p). The efforts of a Contractor association, joint contractor union, Contractor-Community, or other similar group of which the Contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under 6A through p of these Specifications provided that the Contractor actively participates in the group, make every effort to assure that the group has a positive impact on the employment of minorities and females in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female work force participation, make a good faith effort to meet its individual goals and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The

obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

8. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women both minority and no minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
9. The Contractor shall not use the goals or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
10. The Contractor shall not enter any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
11. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspensions, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246 as amended.
12. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 6 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
13. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (such as mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
14. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (such as those under the Public Works Employment Act of 1977 and the community Development Block Grant Program).
15. Noncompliance by the Contractor with the requirements of the Affirmative Action Program for Equal Employment Opportunity may be cause for delaying or withholding monthly and final payments pending corrective and appropriate measures by the Contractor to the satisfaction of the Department.

Section 202, EXCEPT IN CONTRACTS EXEMPTED IN ACCORDANCE WITH SECTION 204 OF THIS ORDER, ALL GOVERNMENT CONTRACTING AGENCIES SHALL INCLUDE IN EVERY GOVERNMENT CONTRACT HEREFTER ENTERED INTO THE FOLLOWING PROVISIONS:

DURING THE PERFORMANCE OF THIS CONTRACT THE CONTRACTOR AGREES AS FOLLOWS:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provision of this non-discrimination clause.
2. The contractor will, in all solicitation or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the contractor's noncompliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rules regulations, or order of the Secretary of Labor, or as otherwise provided by Law.
7. The contractor will include the provision of Paragraphs (1) thru (7) in every subcontract or purchase order unless exempted by rules, regulations, orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor enforcing such provisions including sanctions for noncompliance.

Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontract or vendor as result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

COMPANY NAME: _____

ADDRESS: _____

CITY: _____ ZIP CODE _____

PHONE # _____ FAX # _____

E-MAIL: _____

FEDERAL TAX I.D. # _____

COMPLETED BY: _____

TITLE: _____

1. **Background** – Section 3 is a statutory provision which requires that HUD administer its programs providing direct financial assistance so that, to the greatest extent feasible, opportunities for job training, employment and contracting are given to lower income persons and firms in the area in which a HUD-assisted project is located. The Assistant Secretary for Fair Housing and Equal Opportunity has been delegated the responsibility for implementing this statutory provision. Section 3 is directed toward lower income residents and local businesses. Its legislative history reveals that Section 3 was originally designed to stimulate jobs and contracts for those persons who would be the beneficiaries of HUD's program assistance, primarily through large construction projects.

2. **Purpose** - Section 3 does not require the creation of jobs for low income-income persons or for anyone simply for the sake of creating economic opportunities. Section 3 requires that when employment or contract opportunities are generated by a recipient of HUD financial assistance because it necessitates the employment of additional personnel through individual hiring or awards of contracts for work, the recipient **must give preference in hiring** to low income persons. In addition, it **must give preference in contracting** to certified Section 3 businesses that are owned by these persons or those that substantially employ low-income persons.

The Cuyahoga County Department of Development (DOD), not only desires to include low-income persons in recruitment and solicitation efforts but also desires to undertake extra efforts to make these persons aware of the existence of the economic opportunities. Therefore, DOD encourages applications for these opportunities and strives to award contracts to certified Section 3 businesses.

3. **Applicability** - In the Cuyahoga County metropolitan area, Section 3 applies to the following assistance:

- 1) Public Housing assistance
- 2) Housing and Community Development assistance

This includes housing rehabilitation, housing construction and other public improvement activities.

Thresholds – Contractor and Subcontractor performing work on section covered project for which the amount of assistance exceeds \$200,000; and the contract or subcontract exceeds \$100,000.

A covered contract is a contract or subcontract (including a professional service contract) awarded by a recipient or contractor for work generated by the expenditure of Section 3 covered assistance, or for work arising in connection with a Section 3 covered project. "Section 3 covered contracts" do not include contracts awarded under HUD's procurement program, which are governed by the Federal Acquisition Regulation System (see 48 CFR, Chapter 1). "Section 3 covered contracts" also do not include contracts for the purchase of supplies and materials.

The requirements apply to the **entire project or activity** whether fully or partially funded by HUD Section 3 covered assistance.

4. **Numerical Goals** – The recipient may demonstrate compliance to the "greatest extent feasible" as required by Section 3 by meeting the following minimum numerical goals:

- 1) Commit to employ Section 3 Residents as **30%** of the aggregate number of **new hires**.
- 2) Commit to award at least **10% of the total dollar amount of all Section 3 covered contracts** for building trades arising in connection with housing rehabilitation, housing construction and other public construction to certified Section 3 Businesses.

For further information contact Harry Conard, Jr., at 216-443-7260

DEFINITIONS

A. Section 3 Resident:

1. A public housing resident; or
2. An individual who resides in the metropolitan area or non metropolitan area county in which the Section 3 covered assistance is being expended, and who is a low income person, means families (including single persons) whose incomes do not exceed 80 percent of the median income for the areas, as determined below:

AREA 2012 LOW-INCOME LIMITS

Family Size: Number in Household	Household Income (less than)
1 Person	\$35,700.00
2 Persons	\$40,800.00
3 Persons	\$45,900.00
4 Persons	\$50,950.00
5 Persons	\$55,050.00
6 Persons	\$59,150.00
7 Persons	\$63,200.00
8 Persons	\$67,300.00

B. New Hire:

1. A person who is not on the contractor's payroll at the time of selection for the Section 3 covered contract award.

C. Section 3 Business Concern:

1. That is 51% or more owned by Section 3 resident(s); or
2. Whose permanent, full-time employees include persons, at least 30% of whom are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents; or
3. That provides evidence of a commitment to subcontract in excess of 25% of the dollar award of all subcontracts to be awarded to business concerns that meet the qualification set forth in paragraphs (1) or (2) in this definition of "Section 3 business concern."

- ❖ A person seeking the training or employment preference; or a business seeking the preference provided by Section 3 bears the responsibility of providing evidence (if requested) that the person/business is eligible for that preference.

For more information go to:

<http://www.hud.gov/offices/fheo/section3/section3.cfm>

All Section 3 covered contracts shall include the following clause:

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulation in 24CFR Part 135, which implemented Section 3. As evidence by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers which the contractor has a collective bargaining agreement or other understanding, **if any**, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 Clause and will post copies of this notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. This notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. **The contractor agrees to include this Section 3 Clause in every subcontract subject to compliance with regulations in 24CFR part 135**, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 Clause. Upon finding that the subcontractor is in violation of the regulation in 24 CFR Part 135, the contractor will not subcontract with any subcontractor where the contractor has notice of knowledge that the subcontractor has been found in violation of the regulations in 24CFR Part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contract.

COMPANY NAME: _____

FEDERAL TAX I.D. # _____

OWNER'S NAME: _____

OWNER'S SIGNATURE: _____

I certify that I have read the information above and understand the Section 3 requirements and numerical goals.

Business Name:			Date Completed:
Address:			State:
City:			Zip:
Person Completing This Form:	Telephone Number:	Fax Number:	Email Address:
City that work is to be performed in:			

Section 3 of the Housing and Urban Development Act of 1968 requires that all employment and economic opportunities generated by construction projects funded by HUD shall, to the greatest extent feasible and consistent with existing Federal, State and local laws and regulations, be directed to low and very low income persons and to business concerns providing economic opportunities to low and very low income persons. These persons and businesses are described as Section 3 Residents and Section 3 Businesses.

The Cuyahoga County Department of Development approved a county Section 3 Compliance Plan in December of 2006. In accordance with this plan, Cuyahoga County has developed a Section 3 Business Certification Program. Through this program, qualified businesses may apply to Cuyahoga County for a certificate identifying them as a Section 3 Business. Upon approval, all Certified Section 3 Businesses will be listed in a directory maintained by Cuyahoga County available by request and on the Department of Development's website.

The goal of the Section 3 Certification Program is to provide a resource for recipients of HUD construction funds to locate Section 3 Businesses, thereby creating additional opportunities for Section 3 Businesses. Because of an agreement between CMHA, Cuyahoga County and the City of Cleveland, if a business is certified by any one of these organizations, the business will be listed as Section 3 certified with the other two. (Some additional documentation may be required when work to be performed is in these jurisdictions)

In order to qualify as a Section 3 business the following must apply:

- This business is located in the covered metropolitan area and is registered with the State of Ohio as a legal business; AND
- As the primary owner of this business, your income meets HUD's low-income definition; OR
- At least thirty percent (30%) of the company's permanent full-time employees are currently low-income residents as defined by HUD.

This business is currently certified as a Section 3 business by:

☐ City of Cleveland

☐ CMHA

☐ Cuyahoga County

Are you interested in applying for Section 3 Certification for your business? YES NO

If you are interested in applying for certification, additional information will be required including income verification and business documents. Additional instructions and assistance explaining the application process will be made available to you.

Owner's Name (printed):	Title:
Signature:	Date:

SMALL BUSINESS ENTERPRISE

The company _____ is, _____ is not, a small business enterprise and has _____, has not _____ applied for certification as a small business enterprise with the Cuyahoga County Office of Procurement and Diversity. SBE status has _____ has not _____ been determined.

COVENANT OF NON-DISCRIMINATION

Know All Men By These Presents, that I/we, (_____),
Name(s)

(_____), (_____),
Title(s) Name of Funding Recipient

(hereinafter "Company"), in consideration of the privilege to submit Bids/Proposals on contracts funded, in whole or in part, by the Cuyahoga County Executive, hereby consents, covenants and agrees as follows:

- (1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any Bid/Proposal submitted to Cuyahoga County or the performance of any contract resulting from;
- (2) That it is and shall be the policy of this Company to provide equal opportunity to all business persons seeking to contact or otherwise interested in contracting with this Company, including various eligible Small Business Enterprises (hereinafter "SBE's");
- (3) In connection herewith, I/We acknowledge and warrant that this Company has been made aware of, understands and agrees to make a Good Faith Effort to solicit SBE's to do business with this Company;
- (4) That the Covenant of Non-Discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption;
- (5) That the Covenant of Non-Discrimination as made and set forth herein shall be and are hereby deemed to be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain; and
- (6) That the failure of this Company to satisfactorily discharge any of the Covenant of Non-Discrimination as made and set forth herein shall constitute a material breach of contract entitling the Cuyahoga County Executive to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to, cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract.

(Original Signature of Company Representative Identified Above)

(Date)

CONTINGENT FEE

- (a) He/She has, _____ has not, employed or retained any company or person (other than a full-time bona fide employee working solely for the bidder) to solicit or secure this contract and
- (b) He/She has, _____ has not, paid or agreed to pay any company or person (other than a full-time bona fide employee working solely for the bidder) a fee, commission, percentage or brokerage fee, contingent upon or resulting from the award of this contract; and agrees to furnish information relating to (a) and (b) above as requested by the Contracting Officer. (For interpretation of the representation including the term "bona fide employee", see Code of Federal Regulations, Title 41, Subpart 1-1.5).

INDEPENDENT PRICE DETERMINATION

- (a) By submission of this bid, each bidder certifies, and in the case of a joint bid each party thereto certifies as to his/her own organization, that in connection with this procurement:
 - 1. The prices in this bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
 - 2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly disclosed by the bidder prior to opening, in the case of a bid or prior to award, in the case of a proposal, directly or indirectly to any other bidder or to any competitor and;
 - 3. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.
- (b) Each person signing this bid certifies that:
 - 1. He/She is the person in the bidder's organization responsible within that organization for the decision as to the prices being bid herein and that he/she has not participated, and will not participate, in any action contrary to (a) (1) through (a) (3) above, or
 - 2. He/She is not the person in the bidder's organization responsible within that organization for the decision as to the prices being bid herein but that he/she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate in any action contrary to (a) (1) through (a) (3) above.

a) This certification is not applicable to a foreign bidder submitting a bid for a contract or delivery outside the United States, its possessions, and Puerto Rico.

b) A bid will not be considered for award where (a) (1), (a) (3), or (b) above has been deleted or modified. Where (a) (2) above, has been deleted or modified, the bid will not be considered for award unless the bidder furnishes with the bid a signed statement which sets forth in detail the circumstances of the disclosure and the head of the agency, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

NOTE:	BID MUST BE SET FORTH, FULL ACCURATE, AND COMPLETE INFORMATION AS REQUIRED BY THIS INVITATION FOR BIDS (INCLUDING ATTACHMENTS). THE PENALTY FOR MAKING FALSE STATEMENTS IN BIDS IS PRESCRIBED IN U.S. CODE.
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CLEAN AIR AND WATER

(Applicable if the bid or offer exceeds \$100,000.00 or the contracting officer has determined that orders under an indefinite quantity contract in any year will exceed \$100,000.00, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857c - 8© (1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319 © and is noted by E.P.A. or is not otherwise exempt.

The bidder of offer or certifies as follows:

- (a) Any facility to be utilized in the performance of this proposed contract has _____, has not _____, been listed on the Environmental Protection Agency List of Violating Facilities.
- (b) He/She will promptly notify the contacting officer, prior to award, of the receipt of any communications from the Director, Office of Federal Activities, and the Environmental Protection Agency, indicating that any facility, which he proposes to use for the performance of the contract, is under consideration to be listed on the E.P.A. List of Violating Facilities.
- (c) He/She will include this certification, including this paragraph ©, in every nonexempt subcontract.

COMPLETE ONLY IF BID EXCEEDS \$10,000.00 IN AMOUNT.

PARENT COMPANY AND EMPLOYER IDENTIFICATION NUMBER

Each bidder shall furnish the following information by filling in the appropriate blocks:

(a) Is the bidder owned or controlled by a parent company as described below? ☐ Yes ☐ No
(for the purpose of this bid, a parent company is defined as one which either owns or controls the activities and basic business policies of the bidder. To own another company means the parent company must own at least a majority (more than 50 percent) of the voting rights in that company. To control another company, such ownership is not required; if another company is able to formulate, determine, or vote basic business policy decisions of the bidder, such other company is considered the parent company of the bidder. This control may be exercised through the use of dominant minority voting rights, use of proxy voting, contractual arrangements or otherwise).

If the answer to (a) above is "Yes", bidder shall insert in the space below the name and main office address of the parent company.

PARENT COMPANY NAME: _____

ADDRESS: _____

CITY: _____ STATE _____ ZIP CODE _____

EMPLOYER DUNS #, if available _____

Bidder shall insert in the applicable space below, if he has no parent company, his own Employer's Identification Number (E.I. No.) (Federal Social Security Number used on Employer's Quarterly Federal Tax Returns, U.S. Treasury Department Form 941).

BIDDER'S EMPLOYER IDENTIFICATION # _____

CERTIFICATION OF NON-SEGREGATED FACILITIES

(Applicable to (1) contracts, (2) subcontracts, and (3) agreements with applicants who are themselves performing federally assisted construction contracts, exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity Clause).

By the submission of this bid, the bidder, applicant, or subcontractor certifies that he/she does not maintain or provide for his employees any segregated facilities at any of his/her establishments, and that he/she does not permit his employees to perform their services at any location under this control, where segregated facilities are maintained. He/she certifies further that he/she will not maintain or provide for his employees any segregated facilities at any of his/her establishments and that he/she will not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The bidder, applicant, or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other resting areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color religion or national origin, because of habit, local custom, or otherwise. He/She further agrees that (except where he/she has obtained identical certifications) he/she will obtain identical certifications from proposed subcontractor prior to the award of subcontract exceeding \$10,000.00 which are not exempt for the provision of the Equal Opportunity Clauses, that he/she will retain such certifications in his/her files/ and that he/she will forward the following notice so such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

SIGNATURE

DATE

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR CERTIFICATIONS OF NON-SEGREGATED FACILITIES.

A Certification of Non-segregated Facilities must be submitted prior to the award of subcontract exceeding \$10,000.00, which is not exempt from the provision of the Equal Opportunity Clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semi-annually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in the United States Code.

CURRENT TOTAL WORKFORCE BREAKDOWN

COMPANY: _____

DATE: _____

List total workforce (all employees) for the company.

JOB CATEGORY	TOTAL EMPLOYEES	FEMALE	CAUCASIAN	AFRICAN AMERICAN	SPANISH AMERICAN	AMERICAN INDIAN	ASIAN	OTHER
Officers/ Supervisors								
Professionals								
Technicians								
Housing/Sales/ Rental/Mgmt.								
Office/Clerical								
Service Workers								
Journeyman								
Helpers								
Apprentices								
Trainees								
TRADE:								
TRADE:								
TRADE:								
OTHER:								
TOTAL:								

*List construction trade/other job title

Business Name:			Date Completed / /
Project Name:			City:
EEO Officer:	Telephone Number:	Fax Number:	Email Address:

Signature of EEO Officer _____

PROPOSED PROJECT WORKFORCE BREAKDOWN / WAGE RATE

JOB CATEGORY	MALE / FEMALE	CAUCASIAN	AFRICAN AMERICAN	SPANISH AMERICAN	AMERICAN INDIAN	Asian	OTHER	# of positions to be filled with SEC 3 persons	BASE HOURLY RATE	FRINGE BENEFITS
Officers/ Supervisors										
Professionals										
Technicians										
Housing/Sales/ Rental/Mgmt.										
Office/Clerical										
Service Workers										
Journeyman										
Helpers										
Apprentices										
Trainees										
TRADE:										
TRADE:										
TRADE:										
OTHER:										
TOTAL:										

List **ONLY** the employee that will be working on this project.

*List construction trade/other job title

SUB-CONTRACTORS

Company Name:			Federal ID#
City & Zip Code			Amount of Contract
Payroll Officer:	Telephone Number:	Fax Number:	Email Address:
SBE <input type="checkbox"/> YES <input type="checkbox"/> NO	MBE <input type="checkbox"/> YES <input type="checkbox"/> NO	FBE <input type="checkbox"/> YES <input type="checkbox"/> NO	

Company Name:			Federal ID#
City & Zip Code			Amount of Contract
Payroll Officer:	Telephone Number:	Fax Number:	Email Address:
SBE <input type="checkbox"/> YES <input type="checkbox"/> NO	MBE <input type="checkbox"/> YES <input type="checkbox"/> NO	FBE <input type="checkbox"/> YES <input type="checkbox"/> NO	

Company Name:			Federal ID#
City & Zip Code			Amount of Contract
Payroll Officer:	Telephone Number:	Fax Number:	Email Address:
SBE <input type="checkbox"/> YES <input type="checkbox"/> NO	MBE <input type="checkbox"/> YES <input type="checkbox"/> NO	FBE <input type="checkbox"/> YES <input type="checkbox"/> NO	

Company Name:			Federal ID#
City & Zip Code			Amount of Contract
Payroll Officer:	Telephone Number:	Fax Number:	Email Address:
SBE <input type="checkbox"/> YES <input type="checkbox"/> NO	MBE <input type="checkbox"/> YES <input type="checkbox"/> NO	FBE <input type="checkbox"/> YES <input type="checkbox"/> NO	

*Please Submit Extra Sheet If Necessary

_____ hereby acknowledges

Company

FEDERAL PREVAILING WAGE LAW*, as enforced by Cuyahoga County, and agrees to abide by all the provisions and mandates of that law. Specifically, the contractor acknowledges and agrees to hold all contractors to the following provisions:

- 1) It will establish and maintain a filing system containing all subcontractors' payroll reports.
- 2) It will maintain a listing of all pay dates.

Coordinator within 2 weeks after the first payday:

Payroll reports shall continue to be provided during the term of the project in accordance with the following schedule:

- a) If the project will exceed four months, reports after the initial report shall be filed once a month.
- b) If the project will be completed in less than four months, reports shall be filed weekly after the initial report.
- 4) The contractor acknowledges that all Prevailing Wage documentation may be obtained from the County's Prevailing Wage Coordinator and hereby agrees and consents to allow the County's Prevailing Wage Coordinator, or designated representative, to monitor compliance with prevailing wage policies and guidelines. The Coordinator shall be permitted and shall have access to all books, records and documents of contractors, when necessary, for purposes of such monitoring.
- 5) At the completion of the project, contractors shall provide a sworn and notarized affidavit indicating compliance with the prevailing wage guidelines during the entire term of the project.

Company

Official Signature

Date

Title of Company Official

PAYROLL OFFICER NAME# _____

NAME AND TITLE OF INDIVIDUALS AUTHORIZED TO CERTIFY PAYROLLS

Name

Title

Name

Title

The requirements for the sign are to be incorporated into the projects' contract specifications. Details on the sign are included in the following pages, in such a format that they can be incorporated directly into the detailed specifications.

- Before commencing work on this project the Contractor shall furnish, erect and maintain one sign on the project in the location directed by the Engineer. The sign shall remain in place until all work on the project has been completed.
- The construction and working of the sign shall be as per the detail drawings and specifications attached hereto. The Contractor shall request final confirmation of wording from the Engineer.
- The sign shall remain the property of the Contractor. The cost of furnishing, erecting and maintaining the sign shall be included in other items of the work.
- Sign Specifications:

<u>Size</u>	4' x 8' x 3/4"
<u>Materials</u>	Face – 3/4" or greater shop sanded (exterior) plywood (one side only) Framing – 2" x 4" center cross bracing only. Supports – 4" x 4" x 12' nominal post.
<u>Assembly</u>	To be mounted directly to the 4" x 4" post, with cross bracing.
<u>Mounting</u>	Signs are to be mounted to the 4" x 4" post with a 3/8" minimum bolt and nut, four on each side of the sign. Each bolt is to have two washers, one between the sign and the head of the bolt and the other between the post and the nut.
<u>Erection</u>	4" x 4" posts are to be set three to four feet deep into concrete 12" in diameter.
<u>Paint</u>	Face – three coats outdoor enamel (sprayed) Real – one coat outdoor enamel (sprayed)
<u>Colors</u>	As detailed on the drawing. WHITE
<u>Lettering</u>	Silk screen enamels Lettering sizes and positioning will be illustrated.

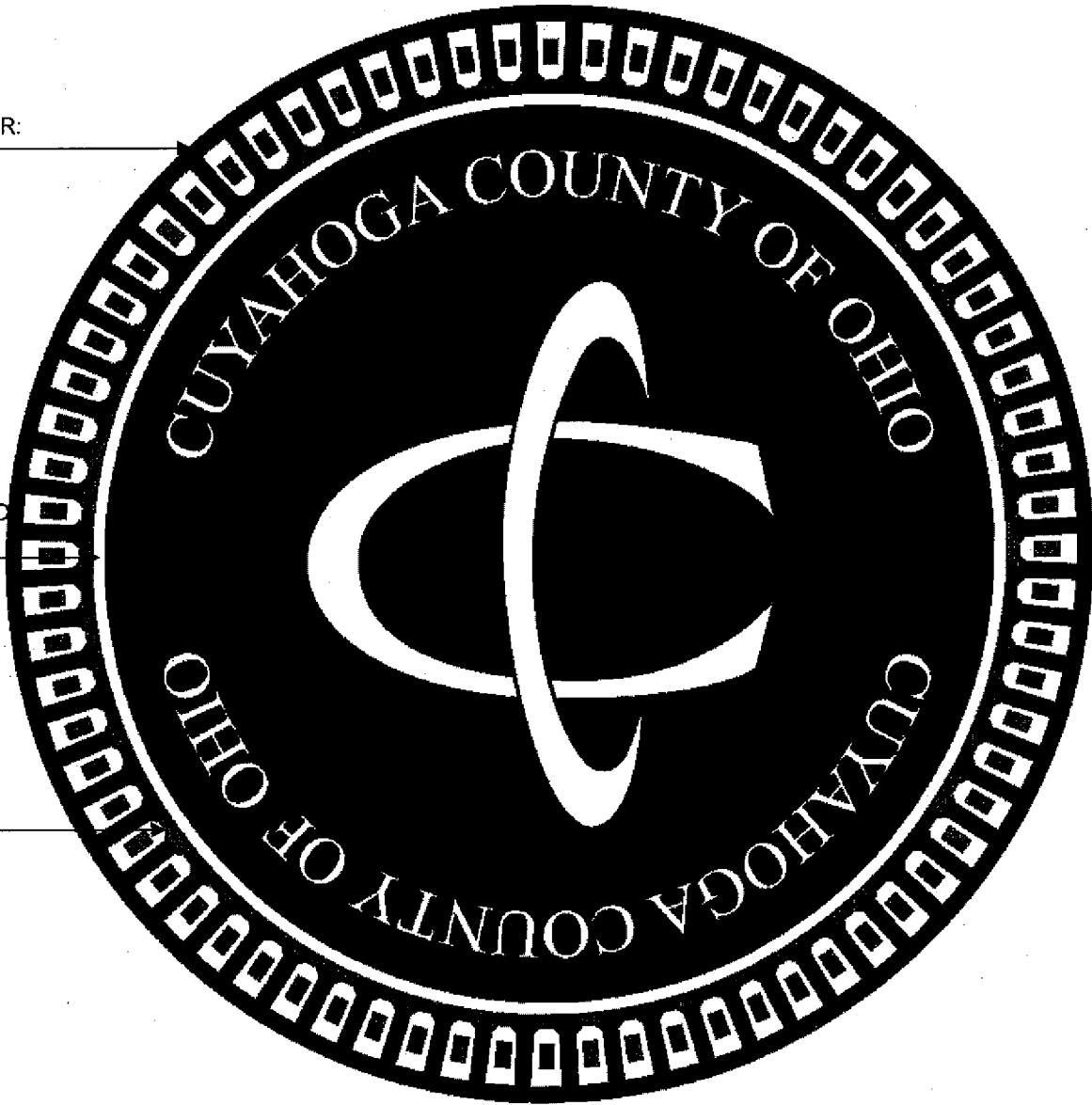
Location and height of signs will be coordinated with the Engineer if any possibility exists for obstruction to traffic line of sight.

11 1/4"

FRAME COLOR:
RED

BACKGROUND
COLOR:
BLUE

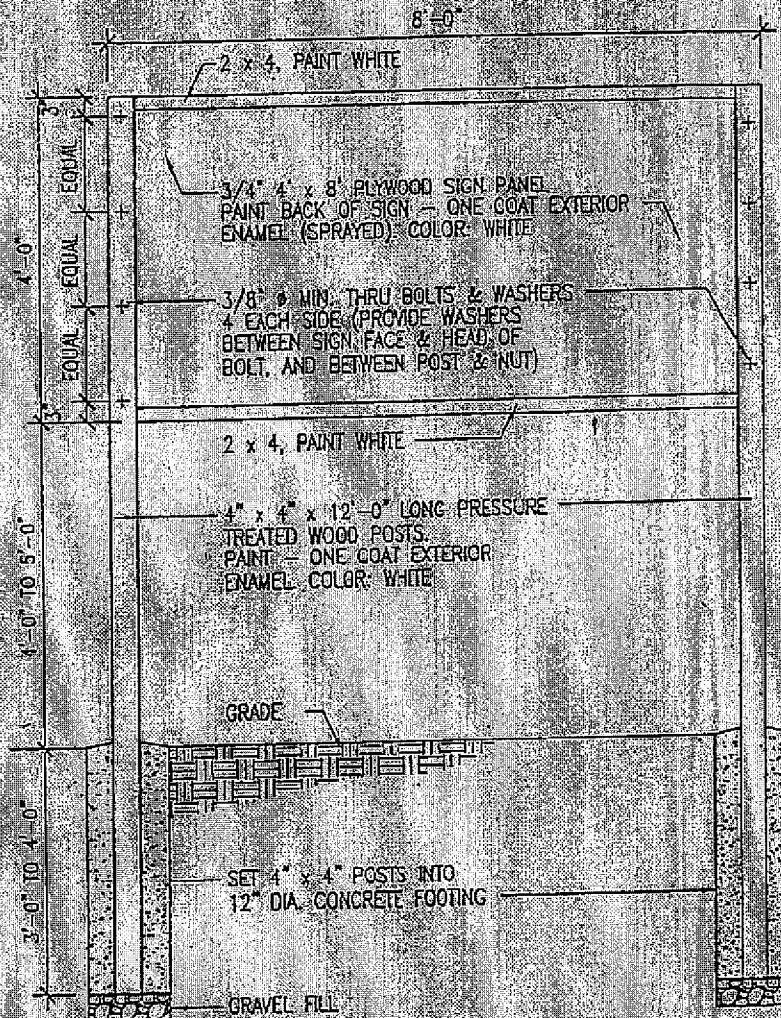
FRAME COLOR:
GOLD



CUYAHOGA COUNTY
DEPARTMENT OF DEVELOPMENT
PROJECT SIGN LOGO
SCALE: 6" = 1' 0"

July 21, 2011

PAINT SHADES:
PANTONE COLORS
RED - 201
BLUE - 072
GOLD - 0871



SIGNAGE PANEL REAR ELEVATION / SECTION

CUYAHOGA COUNTY
DEPARTMENT OF DEVELOPMENT
SIGNAGE ASSEMBLY DRAWING

SCALE: 3/4" = 1'-0"

PS-4

DECEMBER 2, 1998

TEXT: SWIS BOLD ROUNDED
TEXT HEIGHT: 2-0"
COLOR: WHITE

43-033

43-039

BACKGROUND COLOR:
RED

TEXT: SWIS BOLD
 ROUNDED
 TEXT HEIGHT: 1 1/2"
 COLOR: WHITE

BACKGROUND COLOR:
BLUE

**TEXT: SWISS
BOLD ROUNDED
COLOR: BLUE
SIZE: 1/2"**

BACKGROUND COLOR:
BLUE

TEXT: SWIS BOLD ROUNDED
TEXT HEIGHT: 1 1/2"
COLOR: WHITE

HUD LOGO SIZE: 4-0"

CITY LOGO SIZE: 4-0"

**BACKGROUND COLOR:
RED**

TEXT: SWISS BOLD ROUNDED
COLOR: WHITE
SIZE: 1"

COUNTY EXECUTIVE
Edward FitzGerald

COUNTY COUNCIL
DISTRICT (#)

((County Council Rep's Name))

Another Community Development Project In Cooperation With

City of (COMMUNITY NAME)
(MAYOR'S NAME)
Mayor

City Council & The Residents of
(COMMUNITY NAME)

Architect
(NAME OF ARCHITECT)

(NAME OF CONTRACTOR)

CUYAHOGA COUNTY DEPARTMENT OF DEVELOPMENT



**U.S. Department of
Housing and Urban Development
Community Development Block Grant
Program**



Federal Labor Standards Provisions

U.S. Department of Housing
and Urban Development
Office of Labor Relations

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

- (1)** The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2)** The classification is utilized in the area by the construction industry; and
- (3)** The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where

appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part

of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR 5.5 (a)(3)(i) and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll

period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the

journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 of this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration . . . makes, utters or publishes any statement knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph

graph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable only where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, 40 USC 3701 et seq.

(3) The Contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

PROJECT WAGE RATE SHEET

Project Name: _____ Wage Decision: _____

Project Number: _____ County: _____

<u>Classification</u>	<u>BHR</u>	<u>FB</u>	<u>Total</u>	<u>Laborers - FB:</u>		
				<u>Group</u>	<u>BHR</u>	<u>Total</u>
Bricklayers	_____	_____	_____	_____	_____	_____
Carpenters	_____	_____	_____	_____	_____	_____
Cement Masons	_____	_____	_____	_____	_____	_____
Drywall Hangers	_____	_____	_____	_____	_____	_____
Electricians	_____	_____	_____	_____	_____	_____
Iron Workers	_____	_____	_____	_____	_____	_____
Painters	_____	_____	_____	_____	_____	_____
Plumbers	_____	_____	_____	_____	_____	_____
Roofers	_____	_____	_____	_____	_____	_____
Sheet Metal Workers	_____	_____	_____	_____	_____	_____
Soft Floor Layers	_____	_____	_____	_____	_____	_____
Tapers	_____	_____	_____	_____	_____	_____
Tile Setters	_____	_____	_____	_____	_____	_____
<u>Others</u>	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____

Truck Drivers - FB: _____

Group BHR Total

Operators - FB: _____

Additional Classification (HUD 4230-A)

<u>Classification</u>	<u>BHR</u>	<u>FB</u>	<u>Total</u>	<u>Date of HUD Approval</u>	<u>Date DOL Confirmed</u>
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

Project Wage Rate Sheet

U.S. Department of Housing and Urban Development
Office of Labor Relations

PROJECT NAME:			WAGE DECISION NUMBER/MODIFICATION NUMBER:			
PROJECT NUMBER:			PROJECT COUNTY:			
WORK CLASSIFICATION	BASIC HOURLY RATE (BHR)	FRINGE BENEFITS	TOTAL HOURLY WAGE RATE	LABORERS FRINGE BENEFITS:		\$
				GROUP #	BHR	TOTAL WAGE
Bricklayers			\$			
Carpenters			\$			\$
Cement Masons			\$			\$
Drywall Hangers			\$			\$
Electricians			\$			\$
Iron Workers			\$			\$
Painters			\$	OPERATORS FRINGE BENEFITS:		\$
Plumbers			\$	GROUP #	BHR	TOTAL WAGE
Roofers			\$			\$
Sheet Metal Workers			\$			\$
Soft Floor Layers			\$			\$
Tapers			\$			\$
Tile Setters			\$	TRUCK DRIVERS FRINGE BENEFITS:		\$
OTHER CLASSIFICATIONS				GROUP #	BHR	TOTAL WAGE
			\$			\$
			\$			\$
			\$			\$
ADDITIONAL CLASSIFICATIONS (HUD Form 4230-A)						
WORK CLASSIFICATION	BASIC HOURLY RATE	FRINGE BENEFITS	TOTAL HOURLY WAGE RATE	DATE OF HUD SUBMISSION TO DOL		DATE OF DOL APPROVAL
			\$			
			\$			
			\$			
			\$			

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

U.S. Wage and Hour Division
Rev. Dec. 2008

Errors are not required to respond to the collection of information unless it displays a currently valid OMB control number.

OR SUBCONTRACTOR

NAME OF CONTRACTOR

OMB No.: 1235-0008
Expires: 01/31/2015

PROJECT OR CONTRACT NO.

PROJECT AND LOCATION

FOR WEEK ENDING

[illegible]

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to report to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 6.5(a)(3)(i) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 45 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

(over)

Date _____

I, _____ (Name of Signatory Party) _____ (Title)
do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____ (Contractor or Subcontractor) _____ on the _____
_____ (Building or Work) _____ that during the payroll period commencing on the _____
_____ day of _____, and ending the _____ day of _____

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ (Contractor or Subcontractor) _____ from the full

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentice employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ -- In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ -- Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE

SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.



GRANT YEAR 2013 PREVAILING WAGE NOTIFICATION TO EMPLOYEE

PROJECT NAME:			
CONTRACTOR:			
PROJECT LOCATION:			
JOB SITE LOCATION OF PREVAILING WAGE POSTING:			
PREVAILING WAGE/PAYROLL COORDINATOR		EMPLOYEE INFORMATION	
Name:		Name:	
Street:		Street:	
City:		City:	
State/Zip:		State/Zip:	
Phone:		Phone:	
<p>You will be performing work on this project that falls under these classifications. You will be paid the appropriate rate for the type of work you are performing.</p>			
Job Classification and Group/Sub-classification	Prevailing Wage Rate Total Package	Minus Your Fringe Benefits	Your Hourly Base Rate
Hourly fringe benefits paid on your behalf by this company.			
FRINGE	AMOUNT	FRINGE	AMOUNT
Health Insurance		Health Insurance	
Life Insurance		Holiday	
Pension		Sick Pay	
Bonus		Training	
Other		TOTAL HOURLY FRINGES	
Contractor's Signature:			Date:
Employee's Signature:			Date:
Development Use Only			



INSTRUCTIONS FOR THE EMPLOYEE NOTIFICATION FORM

This is the prevailing wage employee form that you will give to the contractor. The contractor will fill out the prevailing wage per the Davis-Bacon wage decision included in your packet.

The contractor will fill out one notification form for each employee and the employee will sign it, acknowledging the prevailing wage that he/she will be paid for the appropriate project.

If the same employee will be working under more than one classification, e.g. laborer--operator or painter/spray--painter/roller, that information can be listed on the same employee notification sheet, below the first entry, with the corresponding wages included.

The contractor-subcontractor will have one prevailing wage notification sheet for each employee that works on the project.

Everything else should be self-explanatory.

If you have any questions or concerns, don't hesitate to contact me.

Janet DeSouza
Dept. of Development
1701 East 12th Street
Cleveland, OH 44114
Ph-216-443-7279
Fx-216-443-7258
jdesouza@cuyahogacounty.us