

BID PACKAGE

**CUYAHOGA COUNTY
DEPARTMENT OF PUBLIC WORKS**

HIGHWAY CONSTRUCTION

**HURON ROAD
RESURFACING AND PLAZA UPGRADE
FROM PROSPECT AVENUE TO EUCLID AVENUE
IN THE CITY OF CLEVELAND, OHIO**

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PROPOSAL PACKAGE
DEPARTMENT OF PUBLIC WORKS
HIGHWAY CONSTRUCTION
HURON ROAD
RESURFACING AND PLAZA UPGRADE
FROM PROSPECT AVENUE TO EUCLID AVENUE
IN THE CITY OF CLEVELAND, OHIO

COUNTY REQUISITION NUMBER RQ-30117

BID DUE DATE: March 6, 2014
(BIDS DUE AT 2:00 PM LOCAL TIME)

PROPOSALS MUST BE SEALED AND ADDRESSED TO:

CUYAHOGA COUNTY
OFFICE OF PROCUREMENT AND DIVERSITY
RESERVE SQUARE, LOWER LEVEL
1701 EAST 12TH STREET
CLEVELAND, OHIO 44114

PLANS AND SPECIFICATIONS PREPARED BY:

CUYAHOGA COUNTY DEPARTMENT OF PUBLIC WORKS

LENORA M. LOCKETT
DIRECTOR OF PROCUREMENT AND DIVERSITY

JEANNE SCHMOTZER
CLERK OF COUNCIL

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R. J. PLATTEN CONTRACTING CO.

**HURON ROAD RESURFACING AND PLAZA UPGRADE FROM PROSPECT
AVENUE TO EUCLID AVENUE IN THE CITY OF CLEVELAND**

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 - REQUIRED BID DOCUMENTS**
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 - PREVAILING WAGE RATES**
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COUNTY OF CUYAHOGA, OHIO FORM OF AGREEMENT

UNIT PRICE CONTRACT

THIS AGREEMENT, made this _____ day of _____, 20____, between the County of Cuyahoga, Ohio on behalf of the Department of Public Works/County Engineer, hereinafter

called the County of Cuyahoga, Ohio, and R. J. Platten Contracting Co. an Ohio company with principal offices located at 14490 York Road, North Royalton, Ohio 44133

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

Huron Road Resurfacing and Plaza Upgrade from Prospect Avenue to Euclid Avenue in the City of Cleveland

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

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

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

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

Three Hundred Sixty-four Thousand Eight Hundred Thirty-six and 08/100

(\$364,836.06)

BY ENTERING INTO THIS CONTRACT I AGREE ON BEHALF OF THE CONTRACTING OR SUBMITTING BUSINESS ENTITY, ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, SUBGRANTEES, AGENTS OR ASSIGNS, TO CONDUCT THIS TRANSACTION BY ELECTRONIC MEANS BY AGREEING THAT ALL DOCUMENTS REQUIRING COUNTY SIGNATURES MAY BE EXECUTED BY ELECTRONIC MEANS, AND THAT THE ELECTRONIC SIGNATURES AFFIXED BY THE COUNTY TO SAID DOCUMENTS SHALL HAVE THE SAME LEGAL EFFECT AS IF THAT SIGNATURE WAS MANUALLY AFFIXED TO A PAPER VERSION OF THE DOCUMENT. I ALSO AGREE ON BEHALF OF THE AFOREMENTIONED ENTITIES AND PERSONS, TO BE BOUND BY THE PROVISIONS OF CHAPTERS 304 AND 1306 OF THE OHIO REVISED CODE AS THEY PERTAIN TO ELECTRONIC TRANSACTIONS, AND TO COMPLY WITH THE ELECTRONIC SIGNATURE POLICY OF THE COUNTY OF CUYAHOGA, OHIO.

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

IF AN INDIVIDUAL, DOING BUSINESS UNDER A FIRM NAME, SO STATE, GIVING BOTH NAMES.

IF A PARTNERSHIP, SO STATE, GIVING NAMES AND POST OFFICE ADDRESSES OF ALL PARTNERS ON LINES OPPOSITE.

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

County of Cuyahoga, Ohio
Edward FitzGerald, County Executive

Edward FitzGerald
2014 Edward FitzGerald, County Executive

FIRM:

R. J. Platten Contracting Co.

SIGNATURE:

Joseph R. Platten

PRINTED NAME:

JOSEPH R. PLATTEN

TITLE:

VICE PRESIDENT

Prevailing Wages Public Improvement Agreement

This agreement is made this _____ day of _____ A.D., between the County of Cuyahoga, Ohio and the Contractor, R. J. Platten Contracting Co.

I hereby agreed:

1. That the County of Cuyahoga, Ohio shall obtain the prevailing wage rate determination and attach it to the specifications for the work and during otherwise comply with Ohio Revised Code, Section 4153.04.
2. That the contract between the County of Cuyahoga, Ohio and the Contractor and the Contract between the Contractor and all subcontractors shall contain a provision requiring all contractors and subcontractors performing work on the project to pay a rate of wages not less than the wage rate determined by the Department of Industrial Relations, State of Ohio for the project.
3. That the Contractor shall post in a prominent and accessible place on the site of the project a legible statement of the schedule of wage rates specified in the contract to the various classifications of laborers, workers, and mechanics employed and shall cause the statement to remain posted the life of each contract pursuant to Ohio Revised Code, Section 4115.07.
4. That the County of Cuyahoga, Ohio shall give notice to the Contractor and the Contractor shall give notice to the subcontractors that they shall file certified payroll reports and the affidavit required by Ohio Revised Code, Sections 4115.07 and 4115.071.
5. That the County of Cuyahoga, Ohio shall appoint a Prevailing Wage Coordinator who shall exercise the duties imposed by the Ohio Revised Code, Section 4115.071 and as set forth by the Ohio Attorney General. The duties of the Prevailing Wage Coordinator are incorporated herein:
 - a) Set up and maintain files containing all contractors' and subcontractors' payroll reports.
 - b) Maintain a list of pay dates.
 - c) Within two (2) weeks after the first payday, receive from each contractor a certified copy of its payroll report. Certified means that it must be sworn to and signed by the Contractor.
 - 1) If the project is to exceed four (4) months, all reports after the initial report (the initial report must be filed within two (2) weeks) can be filed once per month.
 - 2) If the project is to last less than four (4) months, all reports are to be filed weekly after the initial report.
 - d) Monitor compliance with the Prevailing Wage Law, which includes site visits to verify that the required postings and job classifications are being complied with.
 - e) At the completion of the project, the Wage Coordinator is to require an Affidavit of Compliance from each contractor. An affidavit must be sworn and notarized.
 - f) The Coordinator is to report any non-compliance to the Director of the Department of Industrial Relations, State of Ohio in writing.
6. The County of Cuyahoga, Ohio shall notify the Contractor and the Contractor shall notify each subcontractor of the identity of the Prevailing Wage Coordinator.
7. That upon notice of the Prevailing Wage Coordinator or the Department of Industrial Relations to the Contractor of a failure by a contractor or subcontractor to comply with the reporting requirements of the Ohio Revised Code, Section 4115.071 (C), the Contractor shall take such steps as are necessary to cause the contractor, subcontractor, or other person to comply.
8. That, upon notice to the County of Cuyahoga, Ohio by the Department of Industrial of any apparent violation of the requirements of Chapter 1145 by any contractor or subcontractor, the County of Cuyahoga, Ohio shall withhold any further payments to the Contractor on this project.
9. The Contractor shall file a complete list of all subcontractors with the Prevailing Wage Coordinator prior to the start of construction.
10. The Contractor shall be responsible for the compliance with all requirements of Ohio Revised Code, Chapter 4115 with regard to its own work force and all subcontractors.
11. That nothing in this agreement shall be construed as a limitation or restriction on any party to avoid itself of any procedure or remedy available to them in Ohio Revised Code, Chapter 1145.

THE COUNTY OF CUYAHOGA, OHIO

Edward Fitzgerald, County Executive

EDWARD FITZGERALD
COUNTY EXECUTIVE:

Ed Fitzgerald
DATE: 2014-04-14 09:04:07

CONTRACTOR

FIRM: R. J. Platten Contracting Co.

SIGNATURE: *Joseph R. Platten*

DATE: 2-11-14

PRINTED NAME: JOSEPH R. PLATTEN

TITLE: VICE PRESIDENT