

BID PACKAGE

COUNTY OF CUYAHOGA, OHIO

HIGHWAY CONSTRUCTION

**MONTICELLO BOULEVARD (CR-313)
REHABILITATION AND RESURFACING
FROM MAYFIELD ROAD TO TAYLOR ROAD
IN THE CITY OF CLEVELAND HEIGHTS, OHIO**

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- 2) CUYAHOGA COUNTY ENGINEER SPECIFICATION BOOKLET**
- 3) PLANS**
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PROPOSAL PACKAGE
COUNTY OF CUYAHOGA, OHIO

HIGHWAY CONSTRUCTION

**MONTICELLO BOULEVARD (CR-313)
REHABILITATION AND RESURFACING
FROM MAYFIELD ROAD TO TAYLOR ROAD
IN THE CITY OF CLEVELAND HEIGHTS, OHIO**

COUNTY REQUISITION NUMBER RQ-19312

BID DUE DATE: May 4, 2011
(BIDS DUE AT 2:00 PM LOCAL TIME)

PROPOSALS MUST BE SEALED AND ADDRESSED TO:

COUNTY OF CUYAHOGA, OHIO
OFFICE OF PROCUREMENT AND DIVERSITY
COUNTY ADMINISTRATION BUILDING
1219 ONTARIO STREET
ROOM 110
CLEVELAND, OHIO 44113

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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**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 Burton Scot Contractors, LLC, an Domestic Limited Liability Company
located at 11330 Kinsman Road, Newbury, Ohio 44065

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:

Repair and Resurfacing of Monticello Boulevard from Mayfield Road to Taylor Road in the City of Cleveland Heights

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

**One Million Four Hundred Eighty-Four Thousand One Hundred Nineteen
And 40/100**

_____ Dollars **(\$1,484,119.40)**

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 364 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

X 

Edward FitzGerald, County Executive

FIRM:

Burton Scot Contractors, LLC

SIGNATURE:



PRINTED NAME:

D. Scot Paulitsch

TITLE:

Vice President

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: Repair and Resurfacing of Monticello Boulevard from
Mayfield Road to Taylor Road in the City of Cleveland
Heights

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 
(Contractor/Vendor)

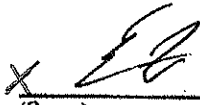
By Burton Scot Contractors, LLC
D. Scot Paulitsch

Title Vice President

Address 11330 Kildsman Road

Newburg OH 44065

Date 6-15-2011

Signed 
(Owner)

By Edward FitzGerald
Title County Executive

Address _____

Date 8/11

**Prevailing Wages
Public Improvement Agreement**

This agreement is made this _____ day of _____ A.D., _____ between the County of Cuyahoga, Ohio and the Contractor, Burton Scot Contractors, LLC

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 4115 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: 

DATE: 8/4/11

CONTRACTOR

FIRM: Burton Scot Contractors, LLC

SIGNATURE: 

DATE: 6-15-2011

PRINTED NAME: D. Scot Paulitsch

TITLE: Vice President