The Bidder should not fill in any of the following blanks. Blanks will be filled in under direction of the County after the Contract is awarded.

CUYAHOGA COUNTY, OHIO

1

IV. CONTRACT

JEFFERSON DRIVE LATERAL REHABILIATTION /RECONSTRUCTION CITY OF HIGHLAND HEIGHTS, SEWER DISTRICT NO. 3

THIS CONTRACT, made and entered into this between the, CUYAHOGA COUNTY, OHIO (the Public Works/County Sanitary Engineer and 4	∍ "Coun	ty"), on behalf o	f the Departme	o ent of _, an
	with	offices	located	at
28529 GODDARD STE 106, RomiNS	mi	48174	•	
and their successors, executors, administrators	and as	signs, the "Con	tractor".	

WITNESSETH:

- 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 Jefferson Drive Lateral Rehabilitation/Reconstruction, City of Highland Heights, Sewer District No. 3, in compliance with Contract Specifications and acceptance by the County.
- II. <u>Contents of Contract</u>- 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

Statement of Delinquent Personal Property Taxes

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

b. Uniform Standards Sewer Details, dated December 1998 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. <u>Time of Completion</u>- 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 120 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:

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

CONTRACTOR

JOHN THOMPSON, TECHNICAL ZERAGENTATION

Edoodnity of Cayahoga, Ohio utive

By: Fred Fitz Carald County Executive

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

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

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

CERTIFICATE OF EXEMPTION

COUNTY OF CUYAHOGA, OHIO

Political Subdivision #29 of the State of Ohio

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

PROJECT TITLE/LOCATION:

the City of Hi	ghland Heights
DATE OF COMMENCEMENT:	
This certificate shall be considered a part of ea	ch order for the specific contract identified
above and shall be retained by the vendor. T	his certificate must be signed by both the
Signed (Contractor/Yendoy)	Signed Edward FitzGerald, County Executive (Owner) 2012-02-29 09:15:25
By JOHN THOUSEN	Ву
Title Kultwood Rahassent Mich	Title
Address <u>28529 GOODAAO ST4 106</u>	Address
Romules M1 48174	
Date <u>JAN 9/2012</u>	Date

Jefferson Drive Lateral Rehabiliation/Reconstruction in

Prevailing Wages Public Improvement Agreement

This agreement is made this	day of	A.D.,	_ between the County					
of Cuyahoga, Ohio and the Con-	tractor, LiquiForce Services (USA) Inc.							
or our amoga, onto and the con-	<u> </u>							
I hereby agreed:								
otherwice comply with Ohi	ga, Ohio shall obtain the prevailing wage rate determination and atta o Revised Code, Section 4155.04.							
That the contract between t	he County of Cuyahoga. Ohio and the Contractor and the Contract be	etween the Contractor a	nd all subcontractors shall					
determined by the Departm	ng all contractors and subcontractors performing work on the project ent of Industrial Relations, State of Ohio for the project.							
3 That the Contractor shall no	ost in a prominent and accessible place on the site of the project a leg	gible statement of the sc	hedule of wage rates					
specified in the contract to	the various classifications of laborers, workers, and mechanics emplo	oyed and shall cause the	statement to remain posted					
the life of each contract pur	suant to Ohio Revised Code, Section 4115.07. ga, Ohio shall give notice to the Contractor and the Contractor shall	give notice to the subco	ntractors that they shall file					
4. That the County of Cuyaho	ga, Onio snan give notice to the Contractor and the Contractor snan g I the affidavit required by Ohio Revised Code, Sections 4115.07 and	4115.071.	industrial mar may be an income					
5 That the County of Cuyaho	on Ohio shall appoint a Prevailing Wage Coordinator who shall exer	reise the duties imposed	by the Ohio Revised Code,					
Section 4115.071 and as se	Section 4115.071 and as set forth by the Ohio Attorney General. The duties of the Prevailing Wage Coordinator are incorporated nerein:							
	a) Set up and maintain files containing all contractors' and subcontractors' payroll reports.							
b) Maintain a list of nav	dates.							
c) Within two (2) weeks	after the first payday, receive from each contractor a certified copy of	of its payroll report. Ce	ruffed means that it must be					
sworn to and signed b	y the Contractor.	initial report must be fi	led within two (2) weeks)					
1) If the proje	to the exceed four (4) months, all reports after the initial report (the	minar report must be in	icu wiiiii two (2) weeks)					
çan de med	l once per month. ct is to last less than four (4) months, all reports are to be filed weekly	v after the initial report.						
d) Monitor compliance v	with the Prevailing Wage Law, which includes site visits to verify that	at the required postings	and job classifications are					
being complied with								
e) At the completion of t	he project, the Wage Coordinator is to require an Affidavit of Compl	liance from each contra-	ctor. An affidavit must be					
sworn and notarized.	the state of the s		f Ohio in writing					
f) The Coordinator is to	report any non-compliance to the Director of the Department of Indu Dhio shall notify the Contractor and the Contractor shall notify each s	isinal Kelations, State of	ntity of the Prevailing Wage					
 The County of Cuyahoga, Coordinator. 	onio snail notity the Contractor and the Contractor shall notify each s	subcontractor of the Ro-	intity of mo fromming age					
7 That upon notice of the Pre	vailing Wage Coordinator or the Department of Industrial Relations th the reporting requirements of the Ohio Revised Code, Section 411	to the Contractor of a fa	ailure by a contractor or or shall take such steps as					
are necessary to cause the c	ontractor, subcontractor, or other person to comply.							
8 That, upon notice to the Co	unty of Cuyahoga. Ohio by the Department of Industrial of any appa	rent violation of the req	uirements of Chapter 1145					
by any contractor or subcor	stractor, the County of Cuyahoga, Ohio shall withhold any further pa	syments to the Contracto	or on this project.					
O The Contractor shall file a	complete list of all subcontractors with the Prevailing Wage Coording	ator prior to the start of	construction.					
The Contractor shall be res	ponsible for the compliance with all requirements of Ohio Revised C	lode, Chapter 4115 with	regard to its own work					
force and all subcontractors	n de de la companya d	avoid itself of any proce	adura or ramedy available to					
11. That nothing in this agreem	ent shall be constructed as a limitation or restriction on any party to	avoid fiself of any proce	squire of femeray available w					
them in Ohio Revised Code	, Chapter 1145.							
THE COUNTY OF CUYAHO	· ·							
E	dward FitzGerald, County Executive							
EDWARD FITZGERALD	The state of the party of the p	ATE.						
COUNTY EXECUTIVE:	2-02-29 09:15:26	AIE						
CONTRACTOR	2 02 25 05.15.20							
FIRM: LiquiForce	Services (USA) Inc.		<u></u>					
	$)$ T_{α}		9/					
SIGNATURE:	/ h//	DATE: <u>JA</u>	1/7012					
-//0 /	- 1/ 1/1 001		/					
PRINTED NAME:	ofthe THOM/SON							
TITLE: TECHNICAL	KARASA NTATIVE							

DEPARTMENT OF PUBLIC WORKS

ATTACHMENT

TO SPECIFICATIONS FOR CONSTRUCTION CONTRACT

We consent to using the financial institution checked off below for the deposit in escrow of any funds retained by the County of Cuyahoga, Ohio in accordance with Section 153.63 Revised Code in accordance with escrow procedures as required by the County of Cuyahoga, Ohio.

Key Corporation	
PNC Bank	
First Merit Bank	

Signature

CERTIFICATION OF PERSONAL PROPERTY TAX

State of Wichigan ss.
County of Wayne
Before me, a Notary Public, in and for said County and State, personally appeared
Max Gowdy who, being duly sworn that he/she is the owner or an officer
(Name) I of <u>LiquiForce Services (USA) Inc.</u> and having been awarded a public contract let by (Company)
competitive bid, and that by this statement, says that at this time neither he/she, nor the corporation
is charged with any delinquent personal property taxes on the general tax list of personal property
of any county, or that attached hereto is a list of all delinquent personal property taxes charged
against him/her or the corporation.
LiquiForce Services (USA) Inc. (Name of Company)
By: (Signature) (Name of Company)
Sworn to before me and signed in my presence this day of
SANWRY, 2012.
Kim Oliver Notary Public, State of Michigan County of Wayne My Commission Expires Jan. 31, 2015 Acting in the County of

This certification is in compliance with Section 5719.042 of the Ohio Revised Code, which requires a certification of delinquent personal property tax by any successful bidder prior to the execution of the contract of a political subdivision and in the event there are any due and unpaid delinquent taxes, a copy of this statement shall be transmitted to the Treasury Department of the County of Cuyahoga, Ohio within thirty (30) days.

(Rev. January 2011) Department of the Treasury

Request for Taxpayer Identification Number and Certification

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

IJICOIII	Trisverilla dei vial										
	Name (as shown on your income tax return)										
	LIQUI-FORCE SERVICES (USA) INC.					—					
r,	Business name/disregarded entity name, if different from above										
ğ							·····	- -			
8	Check appropriate box for federal tax	_	.		- -						
Print or type Specific Instructions on page	classification (required): Individual/sole proprietor	n S Corporation] Partne	rship	Т	rust	t/estate				
e d									Exe	mpt	payee
Print or type Instructions	Limited liability company. Enter the tax classification (C=C corporation, S	=S corporation, P=partnership	} ►							٠	
후											
. <u>₹</u> ≝	Other (see instructions)							ᆜ			
L S	Address (number, street, and apt. or suite no.)	Re	quester's	name a	nd a	addr	ess (op	ional)			
Ö	28529 GODDARD ROAD, UNIT 106	·									
	City, state, and ZIP code										
See	ROMULUS, MICHIGAN, 48174										
	List account number(s) here (optional)										
		•									_
	Taxpayer Identification Number (TIN)										
	Taxpayer Identification Number (TIN)	ne given on the "Name" lin	e \$0	cial se	:urit	y nu	ımber				
4	Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line o avoid backup withholding. For individuals, this is your social security number (SSN). However, for a										
	enident alian, sale proprietor, or disregarded entity, see the Part I Instructions on page 5. For votes										
entit	es, it is your employer identification number (EIN). It you do not have a	number, see How to get a	L.		_	_		J L	L		
	on page 3.	t t P - c - c - c - c - c - c - c - c - c -	En	nplayer	ider	ntifi	cation r	umbi	er		\neg
Note	, if the account is in more than one name, see the chart on page 4 for o	juidelines on whose		Ħ	T	T		\Box			
hurfi	per to enter.		3	8	- ३	3	3 6	5	3	4	4
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Pa	d II Certification										
Und	er penalties of perjury, I certify that:		bar f	a ha ia	eu e	d to	mel a	and			
1, T	he number shown on this form is my correct taxpayer identification num	nber (or I am waiting for a r	umder t	. De is	Sue	u 10	, 1110j, c	U N.J	1	D	
2. 1	am not subject to backup withholding because: (a) I am exempt from ba	ackup withholding, or (b) []	rave not	been i	10tit Lthe	ied • IR	by the Share i	Inter actific	nai -d m	revi ie th	enue sat Lam
S	ervice (IRS) that I am subject to backup withholding as a result of a failu	ire to report all interest or t	HAIGGI IO	a, or to	/ ure	2 II M	O HIGH	io.iii.c	,		
	longer subject to backup withholding, and										
3. I	am a U.S. citizen or other U.S. person (defined below).									**!- L-	-1-11
Cert	ification instructions. You must cross out item 2 above if you have be	en notified by the IRS that	you are	current	jy si	ubje	ect to t	acku For m	ip v	เลดะ เนเกม	olaing
	ification instructions. You must cross out tem 2 above it you have be use you have failed to report all interest and dividends on your tax retu est paid, acquisition or abandonment of secured property, cancellation										
inter	est paid, acquisition or abandonment of secured property, cancellation rally, payments other than interest and dividends, you are not required	to sign the certification, bu	t you m	ust pro	vide	a yo	ur con	ect T	IN.	See	the
gene	uctions on page 4.										
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Her		Date	<u> </u>	ra Market	1		(, ^,	/	•		
		Note. If a requester giv	e volla	form (the	r th	an Fon	m W-	9 to	reā	uest
Ge	neral Instructions	your TIN, you must use	the real	uester":	s for	rm i	f it is s	ubsta	antia	lly s	lmilar
Sect	ion references are to the Internal Revenue Code unless otherwise	to this Form W-9.								-	
note		Definition of a U.S. pe	rson. Fo	r feder	al ta	ax p	purpos	as, yo	ou a	re	
P	rpose of Form	considered a U.S. pers	on if you	are:							
	rson who is required to file an information return with the IRS must	 An individual who is a 	U.S. cit	izen or	U.S	s. re	esident	alien	ì,		
obta	in your correct taxpayer identification number (IIN) to report, for	 A partnership, corpor 	ation, co	mpany	, or	ass	sociati	on ore	eate	d or	ntoo
OVAC	note income paid to you, real estate transactions, mortgage interest	organized in the United	States	or unde	er th	ie la	ws of	ine U	nite	u SI	ale5,
you paid, acquisition or abandonment of secured property, cancellation • An estate (other than a foreign estate), or											

- · 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.

- 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

of debt, or contributions you made to an IRA.

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.

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.



Office of Auditor of State 88 East Broad Street Post Office Box 1140 Columbus, OH 43216-1140 (614) 466-4514 (800) 282-0370

Auditor of State - Unresolved Findings for Recovery Certified Search

I have searched The Auditor of State's unresolved findings for recovery database using the following criteria:

Contractor's Information:

Organization: LiquiForce Services (USA) Inc.

Date: 01/17/2012

This search produced the following list of possible matches:

0 Possible matches were found	
Name/Organization	Address

The above list represents possible matches for the search criteria you entered. Please note that pursuant to ORC 9.24, only the person (which includes an organization) actually named in the finding for recovery is prohibited from being awarded a contract.

If the person you are searching for appears on this list, it means that the person has one or more findings for recovery and is prohibited from being awarded a contract described in ORC 9.24, unless one of the exceptions in that section apply.

If the person you are searching for does not appear on this list, an initialed copy of this page can serve as documentation of your compliance with ORC 9.24(E).

Please note that pursuant to ORC 9.24, it is the responsibility of the public office to verify that a person to whom it plans to award a contract does not appear in the Auditor of State's database. The Auditor of State's office is not responsible for inaccurate search results caused by user error or other circumstances beyond the Auditor of State's control.



CUYAHOGA COUNTY DEPARTMENT of PUBLIC WORKS

December 28, 2011

John Thompson, Technical Representative Liqui-Force Services (USA) Inc. 28529 Goddard Road Romulus, MI 48174

RE:

Jefferson Drive Lateral Rehabilitation/Reconstruction in the City of Highland

Heights; RQ#11216

Dear Mr. Thompson:

We are pleased to inform you that your company has been awarded the contract for the above mentioned project for \$360,460.00.

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

Juliann Conway

Department of Public Works

Encl: Required Contract Documents

cc: Bonita Teeuwen, M. Tworzydlo, T. Sotak, D. Dillion, W. Schneider, K. Celebrezze,

S. Kosilesky, J. Husani, M. Chambers, C. Lee, J. Kusner

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DEPARTMENT OF PUBLIC WORKS

CONSTRUCTION DEPARTMENT

Clarification No. 1

All Plan Holders

Jefferson Drive Lateral Rehabilitation/Reconstruction in the City of Highland Heights Requisition No. ST11216-88

Please note the following when referring to the Bid Specifications for the above mentioned project:

The requirements of DS-55 <u>Restoration</u> take precedence over conflicting information shown on sheet 9 of the plans.

Please reference DS-33 Pavement Replacement

A. Rigid Pavement should read as follows:

Item 451 - 7" Reinforced Concrete Pavement with 78# Wire Mesh tied to the existing pavement with $\frac{3}{2}$ " hook bolts @ 30" c/c.

This clarification will not change the bid due date of November 30, 2011.



TO: Bonita Teeuwen, Director, Department of Public Works

FROM: Edward FitzGerald, County Executive

DATE: November 2, 2011

SUBJECT: Contracts and Purchasing Board Approval - October 31, 2011

Contracts and Purchasing Board Approval No. CPB2011-178

Department of Public Works, recommending a payment in the amount of \$775.00 to I. Bayan as settlement for property damage in connection with the grading, draining and paving of Bainbridge Road from S.O.M. Center Road to the Solon East Corporation Line in the City of Solon.

Edward FitzGerald, County Executive

Approved: 2011-11-04 16:56:17