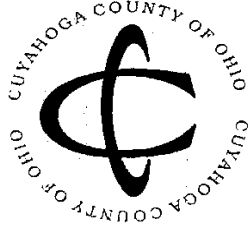


CONTRACT
ENCUMBRANCE NO. CE1100205-01

REQUISITION NO. RQ 18532



CONTRACT

FOR

Cleaning & Televising of Sanitary Sewers in Various
Cuyahoga County Districts

TIME PERIOD: 1/1/2011 Thru 12/31/2012

CONTRACTOR: C & K Industrial Services, Inc.

FEDERAL ID - 34-1313359

ADDRESS: 5617 E. Schaaf Road
Independence, Ohio 44131

CONTRACT PRICE: \$ 704,200.00

CONTRACT **CE1100205-01**
ENCUMBRANCE NO.

INDEX CODE DV 755645
OBJECT CODE 278

1ST YEAR AMOUNT 1/1/2011-12/31/2011
 \$352,100.00
2nd YEAR AMOUNT 1/1/2012-12/31/2012
 \$352,100.00

CUYAHOGA COUNTY, OHIO

With

C & K Industrial Services, Inc.

FOR
Cleaning and Televising of Sanitary Sewers
in Various Cuyahoga County Districts

Time Period: 1/1/2011 thru 12/31/2012

Contact Person: Arthur Karas; President
Telephone: (216) 642-0055

I hereby certify that the money required for the County's proportion of this Contract in the sum of \$352,100.00 is in the Treasury to the credit of the fund from which it is to be drawn, or has been levied and placed on the duplicate, and in process of collection and not appropriated for any other purpose.

County Auditor
By Deputy County Auditor

I hereby approve of the legal form and correctness of the within contract.

County Prosecutor William D. Mason
by Assistant Prosecuting Attorney

Date Approved 3/15/2011

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

IV. CONTRACT

**FOR CLEANING AND TELEVISIONING OF SANITARY SEWERS IN
VARIOUS COMMUNITIES IN CUYAHOGA COUNTY, OHIO
FOR THE PERIOD JANUARY 1, 2011 - DECEMBER 31, 2012.**

THIS CONTRACT made and entered into this 8th day of March, 2011 by and between the County of Cuyahoga, Ohio (the "County"), on behalf of the County Engineer/Sanitary Engineer's Office with principal offices located at 6100 West Canal Road, Valley View, Ohio 44125, and C & K Industrial Services, Inc., (the "Contractor"), an Ohio corporation, with offices located at 5617 Schaaf Road, Cleveland, Ohio 44131.

WITNESSETH:

- I. **Performance** - That: for and in consideration of payments hereinafter to be made by the County, and the Contractor agrees to furnish all labor, materials, tools equipment, machinery, appliances, plant, and all other necessary items to perform all work required for the satisfactory completion of the Cleaning and Televisioning of Sanitary Sewers in various communities in Cuyahoga County, Ohio, Sewer Districts, 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 (SBE) Goals 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)
Contract
Performance or Contract Bond
Maintenance Bond
Auditor of State – Unresolved Findings for Recovery Certificate
Declaration Regarding Material Assistance/Nonassistance to a Terrorist Organization (DMA)
Campaign Contributions Certification Form (ORC 3517.13)
Public Liability, Property Damage and Automobile Insurance
Worker's Compensation Certificate
Certification of Delinquent Personal Property Taxes
Specifications
a. General Conditions
b. Detailed Supplemental Specifications
c. Detailed Specifications

The following Specifications and Details, which are not bound in this volume, also constitute integral parts of the Contract Documents.

- a. Uniform Standards for Sewerage Improvements, dated December, 1998
- b. Uniform Standards Sewer Details, dated December, 1998
- 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 this Contract.
- IV. **Acceptance** - That: The Contractor hereby covenants and agrees that affixing of his 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 beginning from the date stipulated in the "Notice to Proceed" issued by the County to the Contractor and ending December 31, 2012.

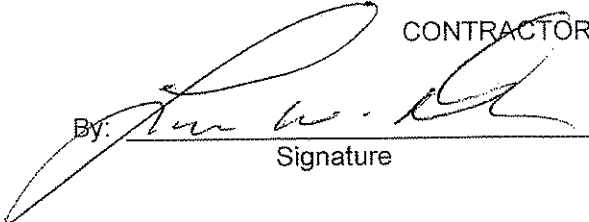
That: The Contractor agrees to start work on this Contract on or before the date stipulated in the aforementioned "Notice of Proceed", and to prosecute the work under this Contract with reasonable speed and diligence to insure completion of the work with the time specified.

- 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, sub grantees, 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, through its Executive, and the Contractor through its duly authorized representative have hereunder subscribed and affixed their respective signatures.

By:  CONTRACTOR

Signature

Scott Dean

Print Name

COUNTY of CUYAHOGA, OHIO

By:  X

Edward FitzGerald, 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 CORPORATE RESOLUTION

FOR

C&K Industrial Services Inc.

I do hereby verify that I am President of **C&K Industrial Services Inc.**


a corporation duly organized and existing under the laws of the State of Ohio, and, in such capacity, I do hereby certify that the following resolutions were adopted in an Action by Members Without Meeting on November 12th, 2010.

The following is a full, true and complete copy of the Resolution as it appears on the records of the Corporation; that they have not been altered, amended or repealed and are now in full force and effect; that I am one of the duly authorized and proper Officers of the Corporation to provide a certified copy of its record on its behalf.

RESOLVED, that the President of the Company and/or Scott Dean is hereby authorized to execute any and all documents and take any and all action required including the submission of bids and execution of a contract in connection with the contract with Cuyahoga County FOR CLEANING AND TELEVISIONING OF SANITARY SEWERS IN VARIOUS COMMUNITIES IN CUYAHOGA COUNTY, OHIO FOR THE PERIOD JANUARY 1, 2011 - DECEMBER 31, 2012.

IN WITNESS WHEREOF, I have signed my name and executed this Certificate on the

12th day of November 2010.


Arthur C. Karas, President

No Seal

PERFORMANCE OR CONTRACT BONDS

(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 _____, 200__.

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 by the Deputy 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 _____

C & K Industrial Services, Inc., as Contractor, and

Fidelity and Deposit Company of Maryland, as Surety

are held and firmly bound unto the County of Cuyahoga, Ohio as Obligees in the penal sum of Seven Hundred Eight Thousand Two Hundred Dollars (\$ 708,200.), 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 January 1, 2011 With the Obligees for the Cleaning and Televising of Sanitary Sewers In Various Communities in Cuyahoga County, Ohio For the Period January 1, 2011 - December 31, 2012 in accordance with the Specifications of the Obligees.

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 two (2) 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 Obligees from and against any and all loss, costs, attorneys' fees and expense of whatsoever kind and character which said Obligees 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 1st day of February, 2011.

C & K Industrial Services, Inc.

(Name of Contractor)

5617 Schaaf Road
Cleveland, Ohio 44131

(Address)

By: [Signature]

President

(Title)

(Witness)

5617 E. Schaaf Rd.

(Address)

Fidelity and Deposit Company of Maryland

(Name of Surety)

By: [Signature]

(Officer of Surety)

Kathy Van Tassel, Attorney-In-Fact

(Officer of Surety)

APPROVED AS TO FORM

By _____

(Assistant Pros. Attorney)

**Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by DAVID S. HEWETT, Vice President, and ERIC D. BARNES, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **Linda M. COWIN, Frank P. MIDDELBERG, Kyp L. ROSS, Melissa M. LEAR, Kathy VAN TASSEL, Bruce W. LOCKHART, Louis A. COLAGROSSI, Robert W. LAMPUS, Sandy KRUGER and Maggie LOESER, all of Cleveland, Ohio, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: ~~any and all bonds and undertakings,~~ and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Linda M. COWIN, Frank P. MIDDELBERG, Kyp L. ROSS, Melissa M. LEAR, Kathy VAN TASSEL, Bruce W. LOCKHART, Louis A. COLAGROSSI, Robert W. LAMPUS, Sandy KRUGER, dated October 26, 2009.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 26th day of March, A.D. 2010.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



Eric D. Barnes

Eric D. Barnes Assistant Secretary

David S. Hewett

By: David S. Hewett Vice President

State of Maryland }
City of Baltimore } ss:

On this 26th day of March, A.D. 2010, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came DAVID S. HEWETT, Vice President, and ERIC D. BARNES, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn

Constance A. Dunn Notary Public
My Commission Expires: July 14, 2011

EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto."

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company,

this 1st day of February, 2011.

George E. Murray

Assistant Secretary

Office of Financial
Regulation Services
50 West Town Street
Third Floor- Suite 300
Columbus, Ohio 43215
(614) 644-2658
Fax (614) 644-3256
www.ohioinsurance.gov

Ohio Department of Insurance

Ted Strickland - Governor
Mary Jo Hudson - Director



Certificate of Compliance

Issued	03/30/10
Effective	04/02/10
Expires	04/01/11

I, Mary Jo Hudson, hereby certify that I am the Director of Insurance in the State of Ohio and have supervision of insurance business in said State and as such I hereby certify that

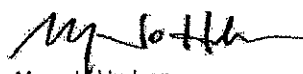
FIDELITY AND DEPOSIT COMPANY OF MARYLAND, THE

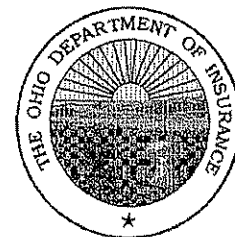
is authorized to transact the business of insurance under the following section(s) of the Ohio Revised Code:

Section 3929.01 (A)
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
Multiple Peril - Commercial
Multiple Peril - Homeowners
Other Liability
Surety
Workers Compensation

FIDELITY AND DEPOSIT COMPANY OF MARYLAND, THE certified in its annual statement to this Department as of December 31, 2009 that it has admitted assets in the amount of \$249,241,769, liabilities in the amount of \$63,826,322, and surplus of at least \$185,415,447.

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


Mary Jo Hudson
Director



FIDELITY AND DEPOSIT COMPANY

OF MARYLAND

3910 KESWICK ROAD, BALTIMORE, MD 21211-2226

Statement of Financial Condition

As Of December 31, 2009

ASSETS

Bonds	\$ 156,584,995
Stocks	22,537,672
Cash and Short Term Investments	9,719,598
Reinsurance Recoverable	9,347,241
Other Accounts Receivable	51,052,264
TOTAL ADMITTED ASSETS	\$ 249,241,769

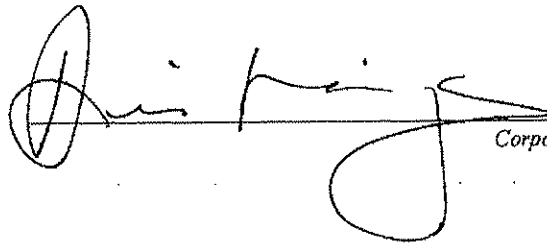
LIABILITIES, SURPLUS AND OTHER FUNDS

Reserve for Taxes and Expenses	\$ 76,835
Ceded Reinsurance Premiums Payable	58,237,612
Securities Lending Collateral Liability	5,511,875
TOTAL LIABILITIES	\$ 63,826,322
Capital Stock, Paid Up	\$ 5,000,000
Surplus	180,415,448
Surplus as regards Policyholders	185,415,447
TOTAL	\$ 249,241,769

Securities carried at \$38,385,957 in the above statement are deposited as required by law.

Securities carried on the basis prescribed by the National Association of Insurance Commissioners. On the basis of December 31, 2009 market quotations for all bonds and stocks owned, the Company's total admitted assets would be \$247,657,513 and surplus as regards policyholders \$186,999,703.

I, DENNIS F. KERRIGAN, Corporate Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company on the 31st day of December, 2009.



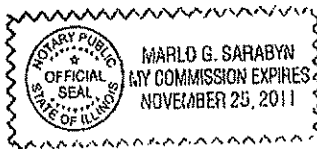
 Corporate Secretary

State of Illinois }
City of Schaumburg } SS:

Subscribed and sworn to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg, this 15th day of March, 2010.



 Notary Public



CERTIFICATION OF PERSONAL PROPERTY TAX

State of Ohio)
) ss
County of Cuyahoga)

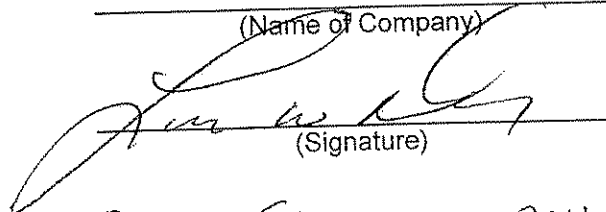
Before me, a Notary Public, in and for said County and State, personally appeared

_____ Scott Dean _____, who, being duly sworn that he/she is the owner or an officer of

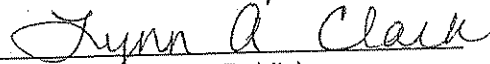
_____ C&K Industrial Services, Inc. _____, and having been awarded a
(Company)

public contract let by 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.

_____ C&K Industrial Services, Inc. _____
(Name of Company)

_____  _____
(Signature)

Sworn to before me and signed in my presence this 3 day of February, 2011

LYNN A. CLARK _____ 
(Notary Public)
Notary Public, State of Ohio
Recorded in Geauga Cty.
My Comm. Expires 11-21-2011

This certification is in compliance with Section 5719.042 of the Ohio Revised Code, which required 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 County Treasurer with thirty (30) days.

PUBLIC IMPROVEMENT AGREEMENT (PREVAILING WAGES)

This agreement is made as of, between the County of Cuyahoga, by and through the County Executive, and C & K Industrial Services, 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.

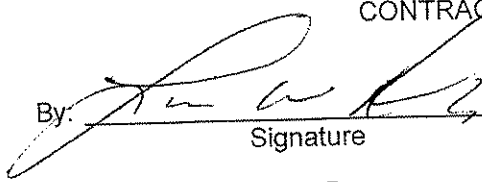
It is hereby agreed:

- 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.


CONTRACTOR

By:  _____
Signature

Print Name

Date: February 2nd, 2011

COUNTY of CUYAHOGA, OHIO

By: 
Edward FitzGerald, County Executive

**COUNTY OF CUYAHOGA
REQUEST FOR ESCROW AGENT AND AGREEMENT FORM**

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.

The Treasurer of Cuyahoga County has arranged with each of the below listed financial institutions to serve as an escrow agent for the deposit of retained construction contract funds. Please read the Agreement statement, select the institution from the list by inserting an "X" in the box next to the name of the institution and then complete the requested information.

(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).

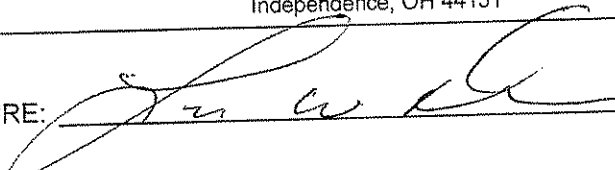
Key Bank	[X]
Huntington National Bank	[]
PNC Bank	[]
First National Bank	[]

PROJECT CONTRACTOR

FIRM: C&K Industrial Services, Inc.

ADDRESS: 5617 E. Schaaf Rd.

Independence, OH 44131

SIGNATURE: 

PRINTED NAME: Scott Dean

TITLE: Regional Manager

