

BID PACKAGE

**CUYAHOGA COUNTY
DEPARTMENT OF PUBLIC WORKS**

HIGHWAY CONSTRUCTION

**BRIDGE SIDEWALK REPLACEMENT PROGRAM -
WEST CONTRACT**

CONTENTS:

- 1) PROPOSAL PACKAGE**
- 2) CUYAHOGA COUNTY ENGINEER SPECIFICATION BOOKLET**
- 3) PLANS**
- 4) STANDARD CONSTRUCTION DRAWINGS**

PROPOSAL PACKAGE

DEPARTMENT OF PUBLIC WORKS

HIGHWAY CONSTRUCTION

**BRIDGE SIDEWALK REPLACEMENT PROGRAM -
WEST CONTRACT**

COUNTY REQUISITION NUMBER RQ-26213

BID DUE DATE: March 6, 2013
(BIDS DUE AT 2:00 PM LOCAL TIME)

PROPOSALS MUST BE SEALED AND ADDRESSED TO:

CUYAHOGA COUNTY
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

TABLE OF CONTENTS

SECTION	DESCRIPTION
1	LEGAL NOTICE TO BIDDERS
2	INSTRUCTIONS TO BIDDERS
3	REQUIRED BID DOCUMENTS
4	SAMPLE CONTRACT FORMS
5	WAGE DETERMINATION SCHEDULE
6	BIDDERS' MANUAL (SMALL BUSINESS ENTERPRISE GOAL)

**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 Terrace Construction Company, Inc., an Ohio Corporation, with offices located at 3965 Pearl Road, Cleveland, Ohio, 44109.

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:

Bridge Sidewalk Replacement Program – West Contract

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

Nine Hundred Fifty –three Thousand Three Hundred Eighty-nine and
50/100

\$953,389.50

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.

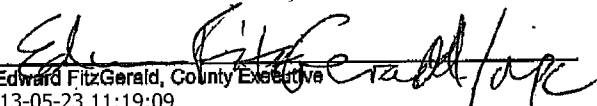
IF AN INDIVIDUAL, DOING BUSINESS UNDER A FIRM NAME, SO STATE, GIVING BOTH NAMES.

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, County Executive
2013-05-23 11:19:09

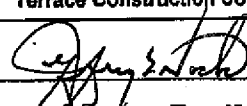
FIRM:

Terrace Construction Company, Inc.

SIGNATURE:

PRINTED NAME:

TITLE:


Jeffrey E. Nock

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: Bridge Sidewalk Replacement Program – West Contract

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 Jeffrey E. Nock

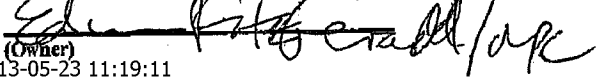
Title President

Address 3965 Pearl Road

Cleveland, OH 44109

Date March 14, 2013

Edward FitzGerald, County Executive

Signed 
(Owner)

2013-05-23 11:19:11

By _____

Title _____

Address _____

Date _____

**Prevailing Wages
Public Improvement Agreement**

This agreement is made this _____ day of _____ A.D., _____ between the County of Cuyahoga, Ohio and the Contractor, Terrace Construction Company, Inc.

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 4155.04.
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 constructed 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: _____

2013-05-23 11:19:13

CONTRACTOR

FIRM: Terrace Construction Company, Inc.

SIGNATURE: Jeffrey E. Nock **DATE:** March 14, 2013

PRINTED NAME: Jeffrey E. Nock

TITLE: President



DENNIS R. LeHOTAN, 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 MARCH 11, 2013, to wit:

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
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 14TH day of MARCH, 2013, and I further certify that said resolution is still in full force and effect.

SEAL

**Bid Guaranty
and Contract
Bond**

The Cincinnati Insurance Company

(Section 153.571 Ohio Revised Code)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Terrace Construction Company, Inc. 3965 Pearl Rd.,
Cleveland, OH 44109

(Name and Address)

as Principal and **The Cincinnati Insurance Company of Ohio** (licensed to do business and to execute bonds in the State of Ohio) as Surety, are hereby held and firmly bound unto Cuyahoga County Dept of Public Works
as Oblige, in the penal sum of the dollar amount of the bid submitted by the Principal to the Oblige on 3/6/13
to undertake the project known as: Bridge Sidewalk Replacement Program – West Contract RQ-26213

The penal sum referred to herein shall be the dollar amount of the Principal's bid to the Oblige, incorporating any additive or deductive alternate bids made by the Principal on the date referred to above to the Oblige, which are accepted by the Oblige.

In no case shall the penal sum exceed the amount of _____ dollars (\$_____).

Which amount is within the limits of Section 3929.02 of the Ohio Revised Code (If the foregoing blank is not filled in, the penal sum will be the full amount of the Principal's bid, including alternates. Alternatively, if the blank is filled in, the amount stated must not be less than the full amount of the bid including alternates, in dollars and cents. A percentage is not acceptable.) For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named Principal has submitted a bid on the above referenced project;

NOW, THEREFORE, if the Oblige accepts the bid of the Principal and the Principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material; and in the event the Principal pays to the Oblige the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid and such larger amount for which the Oblige may in good faith contract with the next lowest bidder to perform the work covered by the bid; or in the event the Oblige does not award the contract to the next lowest bidder and resubmits the project for bidding, the Principal pays to the Oblige the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new contract documents, required advertising, and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect; if the Oblige accepts the bid of the Principal and the Principal within ten days after the awarding of the contract enters into a proper contract in accordance with the bid, plans, details, specifications, and bills of material, which said contract is made a part of this bond the same as though set forth herein; and

If the said Principal shall well and faithfully do and perform the things agreed by Principal to be done and performed according to the terms of said contract; and shall pay all lawful claims of subcontractors, materials suppliers, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any materials supplier or laborer having a just claim, as well as for the Oblige 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 said contract or in or to the plans and specifications therefore shall in any way affect the obligations of said Surety on this bond.

SIGNED THIS 6th day of March, 2013

PRINCIPAL:

Terrace Construction Company, Inc.

BY: 

TITLE: President

SURETY COMPANY ADDRESS:

BOND DEPARTMENT

The Cincinnati Insurance Company

6200 S. Gilmore

Fairfield, OH 45014

SURETY:

The Cincinnati Insurance Company

BY: 

Pam L. Kennedy, Attorney-in-Fact

SURETY AGENT'S ADDRESS

The Fedeli Group

Agency Name

P.O. Box 318003

Street

Independence

City

OH

State

44131

Zip

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.

its true and lawful Attorney(s)-in-Fact to sign, execute, seal 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.

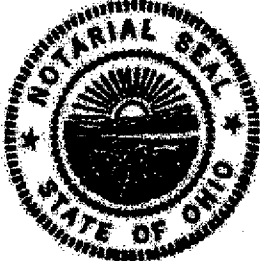


STATE OF OHIO) ss:
COUNTY OF BUTLER)

THE CINCINNATI INSURANCE COMPANY

Staten A. J. Staten
Vice President

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 6th day of March, 2013



BN-1905 (5/12)

Scott R. Boen
Assistant Secretary

Ohio Department of Insurance

John R. 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:

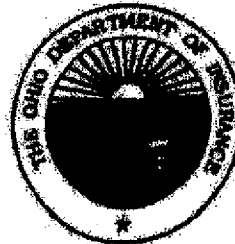
Section 3929.01 (A)
Accident & Health
Aircraft
Allied Lines
Boiler & Machinery
Burglary & Theft
Commercial Auto - Liability Other
Commercial Auto - No Fault
Commercial Auto - Phys. Damage
Credit
Earthquake
Fidelity
Financial Guaranty
Fire
Glass
Inland Marine
Medical Malpractice
Multiple Peril - Commercial
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, 2011**

ASSETS

Cash	\$ 297,151,558
Bonds	4,865,973,849
Stocks	2,838,504,314
Agents Balance Receivable	1,118,072,709
All Other Admitted Assets	382,130,079
TOTAL ADMITTED ASSETS	<u>\$9,501,832,509</u>

LIABILITIES

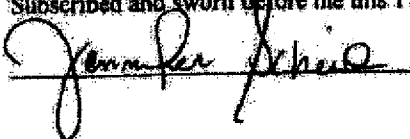
Reserve for Losses and Loss Expense	\$3,828,250,359
Reserve for Unearned Premiums	1,576,644,543
All Other Liabilities	350,156,484
Capital	\$ 3,586,355
Surplus	3,743,194,768
	<u>3,746,781,123</u>
TOTAL LIABILITIES & EQUITY	<u>\$9,501,832,509</u>

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, 2011 is true and correct to the best of her knowledge and belief.


Theresa A. Hoffer
Treasurer

Subscribed and sworn before me this 17th day of February, 2012





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



TERRA-5

OP ID: L4

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/13/13

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	CONTACT NAME:	
	216-328-8081	PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS: lstaten@thefedeligroup.com	
		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

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

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

Project: Bridge Sidewalk Replacement Program - West Contract RQ#26213

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	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
CUYAHOGA COUNTY & ITS EMPLOYEES 1219 ONTARIO STREET CLEVELAND, OH 44113	AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.

Certified Search for Unresolved Findings for Recovery



Dave Yost
Ohio Auditor of State

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: terrace construction company

Date: 07/24/2012

This search produced the following list of possible matches:

40 Possible matches were found

Name/Organization	Address
Achtermann, Bryan	, OH
ASHE Cultural Center	2125 Superior Avenue Cleveland, OH 44114
ASHE Culture Center, Inc.	2125 Superior Avenue Cleveland, OH 44114
ASHE Culture Center, Phoenix Village Academy P2	2125 Superior Avenue Cleveland, OH 44114
ASHE Culture Center, Phoenix Village Academy S1	2125 Superior Avenue Cleveland, OH 44114
Canterbury, Andrew	
Carpenter, Berry	PO Box 69, 1580 State Route 56 London, OH 43140
Carpenter, Wanda	2008 Twp. Rd. 223 Scottown, OH 45678
Carter, Franklin	, OH
Carter, Franklin	169 Brook Valley Dr. Elyria, OH 44035
Carter, Franklin	7601 Harrison Avenue Mt. Healthy, OH 45231
Carter, Franklin	561 Termes Avenue Elyria, OH 44035

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

☐

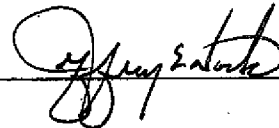
PNC Bank

☒

First Merit Bank

☐

Signature

A handwritten signature in cursive script, appearing to read "Jeffrey Entick", is written over a horizontal line.

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, P-partnership) ▶
☐ Other (see instructions) ▶

☐ Exempt
payee

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

3965 PEARL ROAD

Requester's name and address (optional)

City, state, and ZIP code

CLEVELAND, OH 44109

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.

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

Social security number

or

Employer identification number

34 1402413

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 ▶ MARCH 14, 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.

Ohio Secretary of State



**Bureau of Workers'
Compensation**

30 W. Spring St.
Columbus, OH 43215-2256

JUL 16 2012

Governor John R. Kasich
Administrator/CEO Stephen Buehrer

ohiobwc.com
1-800-OHIOBWC

Jul. 12, 2012

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

BWC Drug-Free Safety Program

Policy Number: 828835

Program year: Jul. 1, 2012

Approved level: Advanced

Annual report due date: Last business day in
March

Re: Drug-Free Safety Program (DFSP)

Dear Employer:

We have approved your participation in the DFSP. Your approval is for the level shown in the upper right corner of this letter.

Please keep in mind, your participation in the program may or may not result in a discount. If you participate in the DFSP at the Basic or Advanced level, your involvement in other BWC-rating programs could affect your eligibility for a discount. You can find out which BWC program discounts are compatible with the DFSP discount online at www.ohiobwc.com/downloads/blankpdf/OAC4123-17-74AppendixC.pdf.

Below are **DFSP requirement deadlines** you must meet to continue participating in the program.

- Submit an online *Accident Report* (DFSP-1) within 30 days of an accident or learning of an accident for BWC- allowed claims that occur during the program year (both Basic and Advanced levels).
- Submit an online *Safety Management Self-Assessment, SH26* (formerly DFSP-2) within 30 days from the start of the program year if not done at time of application (Basic, Advanced).
- Provide accident-analysis training for all supervisors within 30 days from the start of the program year (First year Basic or Advanced level DFSP participants only).
- Submit an online *Safety Action Plan*, (DFSP-5) within 60 days from the start of the program year (Advanced only).

You can find DFSP information and program documents by visiting ohiobwc.com, clicking on Ohio Employers and then clicking the Drug-Free Safety Program link. If you are operating a comparable drug-free program, you can find requirements at www.ohiobwc.com/employer/services/StateContract/StateContractdescriptions.asp.

We applaud your commitment to the safety and well-being of your workers, their families and your community. If you have questions, please call the BWC account representative listed below.

Sincerely,
Employer Programs Unit

BWC representative: Ana Cammarata
Cleveland service office - 216-787-3060
Fax number: 888-621-3407

dlehotan@terraceconstruction.com
DFSP Approval



**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.

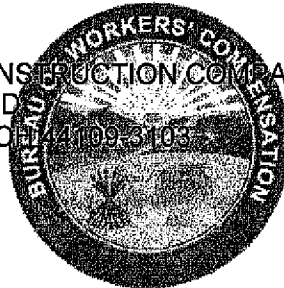
Policy No. and Employer

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

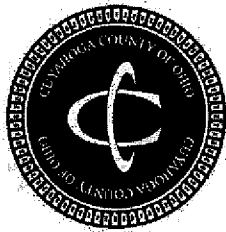
Effective Oct. 13, 2004, Section 4123.54 of the Ohio Revised Code requires notice of rebuttable presumption. Rebuttable presumption means an employee may dispute or prove untrue the presumption (or belief) that alcohol or a controlled substance not prescribed by the employee's physician is the proximate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



CUYAHOGA COUNTY
DEPARTMENT of PUBLIC WORKS

March 12, 2013

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

RE: Bridge Sidewalk Replacement Program – West Contract, RQ#26213

Dear Mr. Nock:

We are pleased to inform you that an award recommendation has been made to your company for the above mentioned project for \$953,389.50.

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

Encl: Required Contract Documents

cc: File #1075 B. Teeuwen, M. Tworzydło, T. Sotak, D. Dillion, B. Finn, K. Diab, K. Celebrezze, S. Kosilesky, M. Chambers, C. Lee, L. Straka, G. Cox, J. Gauss, A. Edwards

Department of Public Works Bid Results

Thursday, March 07, 2013
9:32:37 AM

Letting Date 3/6/2013 Cuyahoga County Engineer's Estimate: \$1,275,000.00 RQ No.: 26213 Rep. No.: 10-13

Bridge Sidewalk Replacement Program

Bagley Road Bridge 05.63 in the City of Berea, Hilliard Road Bridge 03.21 in the City of Westlake, Hilliard Road Bridge 08.57 in the City of Lakewood and Rocky River

Low Bidder	Terrace Construction Company, Inc.	\$953,389.50	-25.22%
	Schirmer Construction, LLC	\$954,820.00	-25.11%
	Suburban Maintenance & Construction, Inc.	\$965,439.25	-24.28%
	Perk Company, Inc.	\$1,083,783.25	-15.00%
	21 Century Concrete Restoration	\$1,166,353.13	-8.52%
	F. Buddie Contracting, LTD	\$1,185,936.00	-6.99%

Notes:

REF NO.	ITEM DESCRIPTION	WORK TYPE	UNIT	ESTIMATED QUANTITY	UNIT PRICE ESTIMATED DOLLARS	TERACE Construction Company, Inc.	UNIT PRICE ESTIMATED DOLLARS	Schimar Construction LLC
ROADWAY								
1	WALK REMOVED, AS PER PLAN	NR	SQ FT	1124	\$ 3.372.00	\$ 3,372.00	\$ 4.00	\$ 4,496.00
2	6" CONCRETE WALK, AS PER PLAN	38	SQ FT	1124	\$ 10,116.00	\$ 10,116.00	\$ 7.00	\$ 7,868.00
3	MISC.: PRESSURE RELIEF JOINT REPAIR	16	-	LUMP	\$ 4,800.00	\$ 4,800.00	\$ 8,000.00	\$ 8,000.00
					\$	18,288.00	\$	20,364.00
EROSION CONTROL								
4	EROSION CONTROL	D8	EACH	6000	\$ 1.00	\$ 6,000.00	\$ 1.00	\$ 6,000.00
					\$	6,000.00	\$	6,000.00
TRAFFIC CONTROL								
5	EDGE LINE, 4"	45	MILE	0.05	\$ 18,000.00	\$ 900.00	\$ 20,000.00	\$ 1,000.00
6	LANE LINE, 4"	45	MILE	0.41	\$ 7,500.00	\$ 3,075.00	\$ 8,000.00	\$ 3,280.00
					\$	3,975.00	\$	4,280.00
STRUCTURES (OVER 20 FOOT)								
7	PORTIONS OF STRUCTURE REMOVED, OVER 20 FOOT SPAN, AS PER PLAN	19	-	LUMP	\$ 228,000.00	\$ 228,000.00	\$ 240,000.00	\$ 240,000.00
8	REMOVAL MISC.: EXISTING SIDEWALK WEARING SURFACE	19	SQ FT	18628	\$ 5.00	\$ 93,040.00	\$ 5.00	\$ 93,040.00
9	REINFORCING STEEL, REPLACEMENT OF EXISTING REINFORCING STEEL	23	POUND	2400	\$ 1.40	\$ 3,360.00	\$ 2.00	\$ 4,800.00
10	CLASS 5 CONCRETE, MISC.: BRIDGE SIDEWALK	38	CU YD	294	\$ 650.00	\$ 191,100.00	\$ 740.00	\$ 217,560.00
11	SEALING OF CONCRETE SURFACES (NON-EPOXY)	57	SQ YD	2324	\$ 12.00	\$ 27,888.00	\$ 10.00	\$ 23,240.00
12	SEALING, MISC.: ELASTOMERIC PROTECTIVE AND DECORATIVE CONCRETE COATING	57	SQ YD	188	\$ 65.00	\$ 12,285.00	\$ 35.00	\$ 6,615.00
13	FIELD PAINTING, MISC.: SURFACE PREPARATION OF EXISTING CURB STEEL	26	SQ FT	1348	\$ 8.00	\$ 8,088.00	\$ 15.00	\$ 20,220.00
14	FIELD PAINTING, MISC.: EXISTING CURB STEEL, PRIME COAT	26	SQ FT	1348	\$ 2.00	\$ 2,696.00	\$ 4.00	\$ 5,392.00
15	FIELD PAINTING, MISC.: EXISTING CURB STEEL, INTERMEDIATE COAT	26	SQ FT	1348	\$ 2.00	\$ 2,696.00	\$ 4.00	\$ 5,392.00
16	FIELD PAINTING, MISC.: EXISTING CURB STEEL, FINISH COAT	26	SQ FT	1348	\$ 2.00	\$ 2,696.00	\$ 4.00	\$ 5,392.00
17	STRUCTURAL JOINT OR JOINT SEALER, MISC.: PREFORMED, CLOSED CELL, LOW DENSITY FOAM EXPANSION JOINT SEAL	27	FT	148	\$ 65.00	\$ 9,620.00	\$ 85.00	\$ 12,580.00
18	PATCHING CONCRETE STRUCTURE, AS PER PLAN	29	SQ FT	72	\$ 80.00	\$ 4,320.00	\$ 80.00	\$ 5,760.00
19	STRUCTURE, MISC.: TEMPORARY SUPPORT OF SUPERSTRUCTURE (HILLIARD ROAD BRIDGE 08.57)	29	-	LUMP	\$ 1,000.00	\$ 1,000.00	\$ 6,000.00	\$ 6,000.00
20	STRUCTURE, MISC.: STRUCTURAL DEBRIS NETTING	NR	SQ FT	40775	\$ 6.50	\$ 265,037.50	\$ 5.00	\$ 203,875.00
21	ASBESTOS ABATEMENT (BAGLEY ROAD BRIDGE 06.63)	NR	-	LUMP	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00
22	ASBESTOS ABATEMENT (HILLIARD ROAD BRIDGE 03.21)	NR	-	LUMP	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00
23	ASBESTOS ABATEMENT (HILLIARD ROAD BRIDGE 08.57)	NR	-	LUMP	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00

REF NO.	ITEM DESCRIPTION	WORK TYPE	UNIT	ESTIMATED QUANTITY	UNIT PRICE ESTIMATED DOLLARS	UNIT PRICE ESTIMATED I CTS	Terrace Construction Company, Inc.	UNIT PRICE ESTIMATED DOLLARS	UNIT PRICE ESTIMATED I CTS	Schlimer Construction LLC
24	ASBESTOS INSPECTION	NR	EACH	3	\$	200.00	\$	600.00	250.00	\$ 750.00
					\$			850,726.50		850,916.00
	MAINTENANCE OF TRAFFIC									
25	LAW ENFORCEMENT OFFICER WITH PATROL CAR FOR ASSISTANCE	NR	HOUR	140	\$	60.00	\$	8,400.00	55.00	\$ 7,700.00
26	REPLACEMENT SIGN	42	EACH	6	\$	50.00	\$	300.00	100.00	\$ 600.00
27	WATER	NR	M GAL	6	\$	10.00	\$	60.00	20.00	\$ 120.00
28	CALCIUM CHLORIDE	NR	TON	0.6	\$	400.00	\$	240.00	400.00	\$ 240.00
					\$			9,000.00		8,560.00
	MISCELLANEOUS									
29	MAINTAINING TRAFFIC, AS PER PLAN	39	-	LUMP	\$	35,000.00	\$	35,000.00	25,000.00	\$ 25,000.00
30	FIELD OFFICE, TYPE B, AS PER PLAN	NR	MONTH	6	\$	1,300.00	\$	7,800.00	1,600.00	\$ 9,600.00
31	CONSTRUCTION LAYOUT STAKES, AS PER PLAN	NR	-	LUMP	\$	2,000.00	\$	2,000.00	8,000.00	\$ 8,000.00
32	MOBILIZATION, AS PER PLAN	NR	-	LUMP	\$	20,000.00	\$	20,000.00	20,000.00	\$ 20,000.00
33	PROJECT DVD RECORDING (SEE PROPOSAL NOTE)	NR	-	LUMP	\$	600.00	\$	600.00	2,000.00	\$ 2,000.00
					\$			65,400.00		64,600.00
					\$			953,389.50		954,820.00

REF NO.	ITEM DESCRIPTION	WORK TYPE	UNIT	ESTIMATED QUANTITY	UNIT PRICE ESTIMATED DOLLARS	UNIT PRICE ESTIMATED I CTS	Suburban Maintenance & Construction, Inc.	UNIT PRICE ESTIMATED DOLLARS	UNIT PRICE ESTIMATED I CTS	Perk Company, Inc.
ROADWAY										
1	WALK REMOVED, AS PER PLAN	NR	SQ FT	1124	\$	3.00	\$	3,372.00	\$	2,248.00
2	6" CONCRETE WALK, AS PER PLAN	38	SQ FT	1124	\$	8.00	\$	8,992.00	\$	8,992.00
3	MISC.: PRESSURE RELIEF JOINT REPAIR	16	-	LUMP	\$	10,000.00	\$	10,000.00	\$	4,800.00
					\$			22,364.00	\$	16,040.00
EROSION CONTROL										
4	EROSION CONTROL	08	EACH	6000	\$	1.00	\$	6,000.00	\$	6,000.00
					\$			6,000.00	\$	6,000.00
TRAFFIC CONTROL										
5	EDGE LINE, 4"	45	MILE	0.05	\$	18,000.00	\$	900.00	\$	900.00
6	LANE LINE, 4"	45	MILE	0.41	\$	7,500.00	\$	3,075.00	\$	3,075.00
					\$			3,975.00	\$	3,975.00
STRUCTURES (OVER 20 FOOT)										
7	PORTIONS OF STRUCTURE REMOVED, OVER 20 FOOT SPAN, AS PER PLAN	19	-	LUMP	\$	230,000.00	\$	230,000.00	\$	203,015.00
8	REMOVAL MISC.: EXISTING SIDEWALK WEARING SURFACE	19	SQ FT	18908	\$	7.00	\$	130,256.00	\$	81,875.20
9	REINFORCING STEEL, REPLACEMENT OF EXISTING REINFORCING STEEL	23	POUND	2400	\$	1.50	\$	3,600.00	\$	3,840.00
10	CLASS 5 CONCRETE, MISC.: BRIDGE SIDEWALK	38	CU YD	284	\$	440.00	\$	129,360.00	\$	195,374.80
11	SEALING OF CONCRETE SURFACES (NON-EPOXY)	57	SQ YD	2324	\$	9.00	\$	20,916.00	\$	29,050.00
12	SEALING, MISC.: ELASTOMERIC PROTECTIVE AND DECORATIVE CONCRETE COATING	57	SQ YD	189	\$	25.00	\$	4,725.00	\$	9,450.00
13	FIELD PAINTING, MISC.: SURFACE PREPARATION OF EXISTING CURB STEEL	26	SQ FT	1348	\$	8.00	\$	10,784.00	\$	18,872.00
14	FIELD PAINTING, MISC.: EXISTING CURB STEEL, PRIME COAT	26	SQ FT	1348	\$	2.00	\$	2,696.00	\$	3,370.00
15	FIELD PAINTING, MISC.: EXISTING CURB STEEL, INTERMEDIATE COAT	26	SQ FT	1348	\$	2.00	\$	2,696.00	\$	3,370.00
16	FIELD PAINTING, MISC.: EXISTING CURB STEEL, FINISH COAT	26	SQ FT	1348	\$	2.00	\$	2,696.00	\$	3,370.00
17	STRUCTURAL JOINT OR JOINT SEALER, MISC.: PREFORMED, CLOSED CELL, LOW DENSITY FOAM EXPANSION JOINT SEAL	27	FT	148	\$	70.00	\$	10,360.00	\$	7,400.00
18	PATCHING CONCRETE STRUCTURE, AS PER PLAN	29	SQ FT	72	\$	90.00	\$	6,480.00	\$	7,200.00
19	STRUCTURE, MISC.: TEMPORARY SUPPORT OF SUPERSTRUCTURE (HILLIARD ROAD BRIDGE 08.57)	29	-	LUMP	\$	30,000.00	\$	30,000.00	\$	132,340.00
20	STRUCTURE, MISC.: STRUCTURAL DEBRIS NETTING	NR	SQ FT	40775	\$	6.75	\$	275,231.25	\$	234,458.25
21	ASBESTOS ABATEMENT (BAGLEY ROAD BRIDGE 05.63)	NR	-	LUMP	\$	100.00	\$	100.00	\$	500.00
22	ASBESTOS ABATEMENT (HILLIARD ROAD BRIDGE 03.21)	NR	-	LUMP	\$	100.00	\$	100.00	\$	500.00
23	ASBESTOS ABATEMENT (HILLIARD ROAD BRIDGE 08.57)	NR	-	LUMP	\$	100.00	\$	100.00	\$	500.00

REF NO.	ITEM DESCRIPTION	WORK TYPE	UNIT	ESTIMATED QUANTITY	UNIT PRICE ESTIMATED DOLLARS	UNIT PRICE ESTIMATED I CTS	Suburban Maintenance & Construction, Inc.	UNIT PRICE ESTIMATED DOLLARS	UNIT PRICE ESTIMATED I CTS	Perk Company, Inc.				
24	ASBESTOS INSPECTION	NR	EACH	3	\$	200.00	\$	600.00	\$	1,000.00	\$	3,000.00		
					\$							937,383.25		
MAINTENANCE OF TRAFFIC														
25	LAW ENFORCEMENT OFFICER WITH PATROL CAR FOR ASSISTANCE	NR	HOUR	140	\$	60.00	\$	8,400.00	\$	55.00	\$	7,700.00		
26	REPLACEMENT SIGN	42	EACH	6	\$	100.00	\$	600.00	\$	100.00	\$	600.00		
27	WATER	NR	M GAL	6	\$	10.00	\$	60.00	\$	25.00	\$	150.00		
28	CALCIUM CHLORIDE	NR	TON	0.5	\$	400.00	\$	240.00	\$	450.00	\$	270.00		
					\$							8,720.00		
MISCELLANEOUS														
29	MAINTAINING TRAFFIC, AS PER PLAN	39	-	LUMP	\$	25,000.00	\$	25,000.00	\$	31,550.00	\$	31,550.00		
30	FIELD OFFICE, TYPE B, AS PER PLAN	NR	MONTH	6	\$	1,800.00	\$	9,800.00	\$	2,830.00	\$	16,980.00		
31	CONSTRUCTION LAYOUT STAKES, AS PER PLAN	NR	-	LUMP	\$	5,000.00	\$	5,000.00	\$	3,000.00	\$	3,000.00		
32	MOBILIZATION, AS PER PLAN	NR	-	LUMP	\$	20,000.00	\$	20,000.00	\$	57,885.00	\$	57,885.00		
33	PROJECT DVD RECORDING (SEE PROPOSAL NOTE)	NR	-	LUMP	\$	3,500.00	\$	3,500.00	\$	2,250.00	\$	2,250.00		
					\$							111,665.00		
					\$							965,439.25	\$	1,083,783.25

REF NO.	ITEM DESCRIPTION	WORK TYPE	UNIT	ESTIMATED QUANTITY	UNIT PRICE ESTIMATED DOLLARS	21 Century Concrete Restoration	UNIT PRICE ESTIMATED DOLLARS	F. Biddle Contracting
ROADWAY								
1	WALK REMOVED, AS PER PLAN	NR	SQ FT	1124	\$ 6.85	\$ 7,699.40	\$ 2.50	\$ 2,810.00
2	6" CONCRETE WALK, AS PER PLAN	38	SQ FT	1124	\$ 10.65	\$ 11,970.60	\$ 10.00	\$ 11,240.00
3	MISC.: PRESSURE RELIEF JOINT REPAIR	16	-	LUMP	\$ 8,925.00	\$ 8,925.00	\$ 6,000.00	\$ 6,000.00
					\$	28,696.00	\$	20,050.00
EROSION CONTROL								
4	EROSION CONTROL	08	EACH	8000	\$ 1.00	\$ 6,000.00	\$ 1.00	\$ 6,000.00
					\$	6,000.00	\$	6,000.00
TRAFFIC CONTROL								
5	EDGE LINE, 4"	45	MILE	0.05	\$ 10,000.00	\$ 500.00	\$ 18,000.00	\$ 900.00
6	LANE LINE, 4"	45	MILE	0.41	\$ 10,000.00	\$ 4,100.00	\$ 7,900.00	\$ 3,075.00
					\$	4,600.00	\$	3,975.00
STRUCTURES (OVER 20 FOOT)								
7	PORTIONS OF STRUCTURE REMOVED, OVER 20 FOOT SPAN, AS PER PLAN	19	-	LUMP	\$ 118,760.00	\$ 118,760.00	\$ 250,000.00	\$ 250,000.00
8	REMOVAL MISC.: EXISTING SIDEWALK WEARING SURFACE	19	SQ FT	18808	\$ 2.71	\$ 50,427.68	\$ 5.00	\$ 93,040.00
9	REINFORCING STEEL, REPLACEMENT OF EXISTING REINFORCING STEEL	23	POUND	2400	\$ 3.00	\$ 7,200.00	\$ 2.50	\$ 6,000.00
10	CLASS 5 CONCRETE, MISC.: BRIDGE SIDEWALK	38	CU YD	294	\$ 747.75	\$ 219,838.50	\$ 1,000.00	\$ 294,000.00
11	SEALING OF CONCRETE SURFACES (NON-EPOXY)	57	SQ YD	2324	\$ 3.65	\$ 8,482.50	\$ 11.00	\$ 25,564.00
12	SEALING, MISC.: ELASTOMERIC PROTECTIVE AND DECORATIVE CONCRETE COATING	57	SQ YD	189	\$ 57.15	\$ 10,801.35	\$ 60.00	\$ 11,340.00
13	FIELD PAINTING, MISC.: SURFACE PREPARATION OF EXISTING CURB STEEL	26	SQ FT	1348	\$ 2.00	\$ 2,696.00	\$ 14.00	\$ 18,872.00
14	FIELD PAINTING, MISC.: EXISTING CURB STEEL, PRIME COAT	26	SQ FT	1348	\$ 2.00	\$ 2,696.00	\$ 2.50	\$ 3,370.00
15	FIELD PAINTING, MISC.: EXISTING CURB STEEL, INTERMEDIATE COAT	26	SQ FT	1348	\$ 2.00	\$ 2,696.00	\$ 2.50	\$ 3,370.00
16	FIELD PAINTING, MISC.: EXISTING CURB STEEL, FINISH COAT	26	SQ FT	1348	\$ 2.35	\$ 3,167.80	\$ 2.50	\$ 3,370.00
17	STRUCTURAL JOINT OR JOINT SEALER, MISC.: PREFORMED, CLOSED CELL, LOW DENSITY FOAM EXPANSION JOINT SEAL	27	FT	148	\$ 50.00	\$ 7,400.00	\$ 100.00	\$ 14,800.00
18	PATCHING CONCRETE STRUCTURE, AS PER PLAN	29	SQ FT	72	\$ 33.60	\$ 2,419.20	\$ 100.00	\$ 7,200.00
19	STRUCTURE, MISC.: TEMPORARY SUPPORT OF SUPERSTRUCTURE (HILLIARD ROAD BRIDGE 08.57)	29	-	LUMP	\$ 330,000.00	\$ 330,000.00	\$ 3,000.00	\$ 3,000.00
20	STRUCTURE, MISC.: STRUCTURAL DEBRIS NETTING	NR	SQ FT	40775	\$ 4.12	\$ 167,993.00	\$ 7.00	\$ 285,425.00
21	ASBESTOS ABATEMENT (BAGLEY ROAD BRIDGE 06.63)	NR	-	LUMP	\$ 6,300.00	\$ 6,300.00	\$ 500.00	\$ 500.00
22	ASBESTOS ABATEMENT (HILLIARD ROAD BRIDGE 03.21)	NR	-	LUMP	\$ 6,300.00	\$ 6,300.00	\$ 500.00	\$ 500.00
23	ASBESTOS ABATEMENT (HILLIARD ROAD BRIDGE 08.57)	NR	-	LUMP	\$ 6,300.00	\$ 6,300.00	\$ 5,000.00	\$ 5,000.00

REF NO.	ITEM DESCRIPTION	WORK TYPE	UNIT	ESTIMATED QUANTITY	UNIT PRICE ESTIMATED DOLLARS	UNIT PRICE ESTIMATED I CTS	21 Century Concrete Restoration	UNIT PRICE ESTIMATED DOLLARS	UNIT PRICE ESTIMATED I CTS	F. Buddie Contracting
24	ASBESTOS INSPECTION	NR	EACH	3	\$ 1,900.00	\$ 5,700.00		\$ 500.00	\$ 1,500.00	
					\$	959,178.13		\$	1,026,851.00	
MAINTENANCE OF TRAFFIC										
25	LAW ENFORCEMENT OFFICER WITH PATROL CAR FOR ASSISTANCE	NR	HOUR	140	\$ 113.00	\$ 15,820.00		\$ 55.00	\$ 9,100.00	
26	REPLACEMENT SIGN	42	EACH	6	\$ 915.00	\$ 5,490.00		\$ 110.00	\$ 660.00	
27	WATER	NR	M GAL	6	\$ 835.00	\$ 3,810.00		\$ 10.00	\$ 60.00	
28	CALCIUM CHLORIDE	NR	TON	0.6	\$ 2,500.00	\$ 1,500.00		\$ 400.00	\$ 240.00	
					\$	26,620.00		\$	10,060.00	
MISCELLANEOUS										
29	MAINTAINING TRAFFIC, AS PER PLAN	39	-	LUMP	\$ 24,000.00	\$ 24,000.00		\$ 60,000.00	\$ 60,000.00	
30	FIELD OFFICE, TYPE B, AS PER PLAN	NR	MONTH	6	\$ 2,750.00	\$ 16,500.00		\$ 2,000.00	\$ 12,000.00	
31	CONSTRUCTION LAYOUT STAKES, AS PER PLAN	NR	-	LUMP	\$ 12,600.00	\$ 12,600.00		\$ 5,000.00	\$ 5,000.00	
32	MOBILIZATION, AS PER PLAN	NR	-	LUMP	\$ 61,460.00	\$ 61,460.00		\$ 40,000.00	\$ 40,000.00	
33	PROJECT DVD RECORDING (SEE PROPOSAL NOTE)	NR	-	LUMP	\$ 6,800.00	\$ 6,800.00		\$ 2,000.00	\$ 2,000.00	
					\$	141,360.00		\$	119,000.00	
					\$	1,166,353.13		\$	1,185,936.00	



TO: Bonita Teeuwen, Director, Department of Public Works

FROM: Edward FitzGerald, County Executive

DATE: March 8, 2013

SUBJECT: Deputy Chief Approval

Deputy Chief Approval No. DC2013-25

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:

1) on RQ26213 for replacement of sidewalks on various bridges for an estimated cost in the amount not-to-exceed \$1,275,000.00:

West Project

- a) Bagley Road Bridge No. 05.63 over the East Branch of the Rocky River in the City of Berea.
- b) Hilliard Road Bridge No. 03.21 over Cahoon Creek in the City of Westlake.
- c) Hilliard Road Bridge No. 08.57 over the Rocky River, Cleveland MetroParks and Valley Parkway in the Cities Rocky River and Lakewood.

Edward FitzGerald, County Executive

Approved: _____

2013-03-11 09:07:19

Ed FitzGerald/apc

SECTION 1

LEGAL NOTICE TO BIDDERS

Sealed Proposals will be received for furnishing all labor, materials and equipment necessary for the following project:

Project Name: BRIDGE SIDEWALK REPLACEMENT PROGRAM - WEST CONTRACT

Total Estimated Cost: \$1,275,000.00

Bid Due Date: March 6, 2013

Requisition No. 26213

Proposals must be in accordance with the plans and specifications prepared by the Cuyahoga County Department of Public Works and on file at the Office of Procurement and Diversity, County Administration Building, 1219 Ontario Street, Room 110, Cleveland, Ohio 44113.

Proposals must be deposited in the bid box at the Office of Procurement and Diversity (same address). The Office of Procurement and Diversity shall accept Proposals until two o' clock in the afternoon (2:00 P.M.) local time on the bid due date, given above ("Bid Due Date"). Immediately following 2:00 P.M., the Proposals received will be publicly opened and read aloud at the Office of Procurement and Diversity. The Office of Procurement and Diversity shall use the clock located in its office to determine the official time of submission.

A pre-bid conference will not be held.

The Bid Package, which includes the Proposal Package, the Cuyahoga County Engineer Specification Booklet, the Plans and the Standard Construction Drawings on CD, may be obtained at the Cuyahoga County Office of Procurement and Diversity (same address), for a non-refundable fee of \$25.00, paid in advance. Payment shall be made by a certified check or money order drawn on some solvent account payable to the "Treasurer of Cuyahoga County, Ohio". Personal checks or cash will not be accepted.

Bidders are encouraged to register with the County's "BuySpeed Vendor Registration Program" on the Internet at www.opd.cuyahogacounty.us to receive notices of future bid opportunities [Phone: (216) 443-7200]. Prospective bidders must be registered with the Cuyahoga County Inspector General. Registration information can be accessed on the Internet at www.inspectorgeneral.cuyahogacounty.us.

Prospective Bidders shall comply with the applicable contract compliance procedures for the County's *Small Business Enterprise Program*, as stipulated by Cuyahoga County. At the time of the Bid opening, all Subcontractors submitted as SBE's must be pre-qualified by the Ohio Department of Transportation (ODOT) to perform the specified work type, unless otherwise indicated per the General Provisions, Section 108, 108.01 "Subletting of Contract".

Each Bidder shall include a bid guaranty with every Proposal, per Ohio Revised Code (ORC) Section 153.54. The bid guaranty must be in the form of either a bid bond for the full amount (100%) of the Bid, or, in the form of a certified check, cashier's check, or irrevocable letter of credit pursuant to ORC Chapter 1305 in the amount of ten percent (10%) of the total amount of the Bid. If a bid bond is submitted as the bid guaranty, it must be that of an approved Surety, authorized to transact business in the State of Ohio, and it shall automatically increase to a 100% Performance and Payment Bond. If a certified check, cashier's check, or irrevocable letter of credit is submitted as the bid guaranty, it must be drawn on a solvent bank and made payable without condition to the Treasurer of Cuyahoga County. The County shall hold the bid bond or certified check, cashier's check, or irrevocable letter of credit as a guaranty that if the Proposal is accepted, the Bidder will enter into a Contract for same.

By submitting a Proposal, the Bidder agrees on behalf of the submitting business entity, its officers, employees, Subcontractors, subgrantees, agents or assigns, to conduct this transaction by electronic means, meaning:

- i. that all documents requiring County signatures may be executed by electronic means;
- ii. 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; and
- iii. that the Bidder's Proposal is submitted in the manner specified in the "Instructions to Bidders" Sections 2.11(b) and (c).

The Bidder also agrees on behalf of the aforementioned entities and persons, to be bound by the provisions of ORC Chapters 304 and 1306, as they pertain to electronic transactions, and to comply with the electronic signature policy of the County.

Cuyahoga County reserves the right to order the rejection of any or all Proposals.

**EDWARD FITZGERALD
CUYAHOGA COUNTY EXECUTIVE**

Published in: Cleveland Plain Dealer
Dates: February 19, 2013

**LENORA M. LOCKETT, DIRECTOR,
OFFICE OF PROCUREMENT AND
DIVERSITY**

Also posted on Cuyahoga County
Website: www.opd.cuyahogacounty.us
(click on show events tab)

SECTION 2

INSTRUCTIONS TO BIDDERS

2.01 Definitions

The "Bid Package" includes **the Proposal Package, the Cuyahoga County Engineer Specification Booklet, the Plans and the Standard Construction Drawings on CD.**

The "Proposal Package" includes the "Legal Notice to Bidders", "Instructions to Bidders", "Required Bid Documents", "Sample Contract Forms", "Wage Determination Schedule", and the "Cuyahoga County Bidders' Manual for the Small Business Enterprise Goal".

The "Cuyahoga County Engineer Specification Booklet" includes the General Provisions, Special Provisions, Supplemental Specifications, and Proposal Notes.

All definitions set forth in the "General Provisions" of the Cuyahoga County Engineer Specification Booklet apply to the entire Bid Package.

2.02 Bidder Qualifications

All Bidders shall complete the "Prime Contractor's Work Types Worksheet" and the "SBE Subcontractor's Work Type Worksheet", both found in Section 3 of this Proposal Package. The Cuyahoga County Department of Public Works will view the "Prequalified Contractors List", found on the webpage for the ODOT Office of Contracts, in order to verify ODOT work types claimed by the Bidder. Unless the "Special Provisions" found in the Cuyahoga County Engineer Specification Booklet indicate otherwise, the "Work Type Total Dollar Amount" on the "Prime Contractor's Work Types Worksheet" must be equal to or greater than 50% of the "Total Amount Bid" or the Bid will be rejected. For information regarding the subletting of this Contract see Section 108.01 of the "General Provisions."

After the proposals are opened, the Cuyahoga County Department of Public Works reserves the right to request a confidential financial statement from any Bidder. Certification by a public accountant may be required. If requested, the financial statement must provide clear evidence that the Bidder has the necessary facilities, equipment and monetary resources to deliver materials and complete the Work in a satisfactory manner by the Completion Date.

2.03 Project Description

The proposed project consists of installing debris netting, replacing portions of the existing sidewalk concrete, modifications of the curb plates, patching and sealing of the concrete parapets, sidewalk expansion joint work, painting the curb plates, sealing the sidewalks and repairing the pressure relief joint.

2.04 Completion Date: **December 1, 2013**

(Based on an anticipated Notice to Proceed date of June 1, 2013)

2.05 Construction and Material Specifications

The Ohio Department of Transportation (ODOT) 2010 *Construction and Material Specifications* shall govern this project except when modified by these Plans, Special Provisions, Supplemental Specifications or Proposal Notes. Copies of the most recent *Construction and Material Specifications* may be ordered directly from ODOT. The "General Provisions" in Section 100 of the *ODOT Construction and Material Specifications* do not apply to this project and are superseded by the "General Provisions" in Section 100 of the Cuyahoga County Engineer Specification Booklet.

Certain words found in the ODOT *Construction and Material Specifications*, "Supplemental Specifications" or "Proposal Notes" are redefined for the purpose of this contract:

- i. "The State" means the County;
- ii. "Department" means the County Department of Public Works;
- iii. "Director" means the Cuyahoga County Director of Public Works, his/her deputies, or any engineer designated as the Director's representative;
- iv. "District Construction Engineer" or "Engineer" means the duly authorized agent or representative of the Director, acting within his/her authority for the purposes of construction engineering and administration of the Contract;
- v. "Laboratory" means any laboratory designated by the County.

2.06 Bid Guaranty

Each Bidder shall include a bid guaranty with every Proposal, per Ohio Revised Code (ORC) Section 153.54. This bid guaranty must be in the form of either a bid bond for the full amount (100%) of the Bid, or a certified check, cashier's check, or irrevocable letter of credit pursuant to ORC Chapter 1305, in the amount of ten percent (10%) of the total amount of the Bid. If a bid bond is submitted as the bid guaranty, it must be that of an approved Surety, authorized to transact business in the State of Ohio, and it shall automatically increase to a 100% Performance and Payment Bond. If a certified check, cashier's check, or irrevocable letter of credit is submitted as the bid guaranty, it must be drawn on a solvent bank and made payable without condition to the Treasurer of Cuyahoga County. The County shall hold the bid bond or certified check, cashier's check, or irrevocable letter of credit as a guaranty that if the Proposal is accepted, the Bidder will enter into a Contract for same.

All bid bonds must be properly executed and signed by both the Surety and the Bidder with the names of the parties signing typed immediately below signatures, (affix corporate seal(s)). The Bidder warrants that the agent of the Surety who signed the bid bond had, prior to signing, furnished credentials to the Bidder, showing the agent's power of attorney.

2.07 Equal Economic Employment Opportunity and Small Business Enterprise Goal

Bidders are prohibited from engaging in discrimination and intimidation due to race, color, religion, sex, national origin, handicap or ancestry, as set forth in ORC Sections 4112.01 through 4112.99.

Bidders shall comply with the provisions of the Cuyahoga County Bidders' Manual which addresses Small Business Enterprise Goals for Construction, Goods and General and Professional Services Contracts. A copy of the Bidders' Manual is included in the Proposal Package. The Bidders' Manual stipulates the goal for the participation of Small Business Enterprises (SBE) for this Project. The required SBE Forms, as addressed in the Bidders' Manual, shall be completed and included with the Proposal.

2.08 Subcontractors

Bidders shall refer to Section 108.01 of the "General Provisions" in the Cuyahoga County Engineer Specification Booklet for all regulations regarding subletting of the Contract. The provisions of this section apply to all subcontracts, **including subcontracts with Small Business Enterprises (SBE)** as defined in the *Cuyahoga County Bidders' Manual*.

No Subcontractor disclosure is required as part of the Proposal, except for SBE Subcontractor disclosure, as required in the *Cuyahoga County Bidders' Manual* and the "SBE Subcontractor's Work Types Worksheet" found in Section 3 of this Proposal Package.

2.09 Interpretation of the Bid Package

If upon examination of the Bid Package and the site conditions, a Bidder discovers any inconsistency, changed conditions, or error, or if a Bidder requires clarification or interpretation of the Bid Package, then the Bidder shall notify the Cuyahoga County Department of Public Works by fax transmittal/e-mail. Fax transmittals/e-mails must contain the following information:

- The Project Name, County Requisition Number and Bid Due Date;
- The Bidder's name, phone number, fax number and/or e-mail address and contact person's name;
- The inconsistency, changed condition or error discovered and/or the interpretation or clarification desired ;
- References to plan sheet numbers or Bid Package page numbers.

The fax number at the Cuyahoga County Department of Public Works is 216-698-2353 and the contact person is Juliann Conway. The e-mail address is jaconway@cuyahogacounty.us. No telephone calls will be accepted.

The Cuyahoga County Department of Public Works will consider the nature of the information received and evaluate the potential impacts to the competitive bidding process. If the Cuyahoga County Department of Public Works determines that their response will impact the competitive bidding process, then it will prepare an Addendum to the process for approval and issue by the County. If the Cuyahoga County Department of Public Works determines their response does not impact the competitive bidding process, then it will not issue an addendum, and only the Bidder submitting the fax transmittal or e-mail will receive a faxed/e-mailed response from the Cuyahoga County Department of Public Works.

If a response to a Bidder's fax transmittal/e-mail is not possible within twenty-four (24) hours, then the Cuyahoga County Department of Public Works will notify the Bidder of the anticipated response date by fax/e-mail. Clarifications, interpretations or revisions of the Bid Package made in any other manner shall not be binding, and Bidders shall not rely upon such clarifications or interpretations.

2.10 Addenda

Addenda will be faxed to each Bidder known by the Office of Procurement and Diversity to have purchased a complete Bid Package. If an Addendum includes materials that cannot be faxed, then the faxed portion of the Addendum will stipulate how such materials will be delivered to the Bidder. Paper copies of Addenda will be made available for inspection at the Office of Procurement and Diversity.

Addenda issued within seventy-two (72) hours of the published time for the opening of Proposals, excluding Saturdays, Sundays and legal holidays, will cause the Bid Due Date to be extended by seven (7) days.

Prior to submitting his/her Proposal, each Bidder shall ascertain that all issued Addenda have been received and shall acknowledge this receipt in the appropriate spaces provided on the "Cuyahoga County Department of Public Works Construction Proposal Form", located in Section 3.

2.11 Bidding Procedure

(a) Bid Package

Bidders shall obtain a complete Bid Package, for the fee stated in the "Legal Notice to Bidders", from the Cuyahoga County Office of Procurement and Diversity, and only from that office. Obtaining documents from any other source (e.g. from the Internet or from various construction news services) will not make the Bidder a plan holder of record. Bids received from vendors other than plan holders of record for a particular job will be deemed non-responsive. Bidders shall use a complete Bid Package

in preparing Proposals. Cuyahoga County assumes no responsibility for Bidder's errors or misinterpretations resulting from the use of an incomplete Bid Package.

(b) Preparation of Proposals

Bidders shall submit one original and one photocopy of the documents required in paragraph (c), below. Any additions to or deletions from the bid forms, special notations, unauthorized alternates or conditions not contemplated in the specifications will render the Proposal informal and unacceptable.

To complete the "Itemized Unit Price Bid Sheets" the Bidder shall enter a unit price bid in the "Unit Price Bid" column for *each item* for which there is a quantity given in the "Estimated Quantity" column, except for "Item 832 – Erosion Control", where the "Unit Price Bid" and the "Total Amount Bid" have been provided. Failure to do so will render the Proposal informal, at the discretion of Cuyahoga County.

- i. To determine the total amount bid for *each item*, the Bidder shall multiply the unit price bid for *each item* against the estimated quantity given. The figure arrived at through this multiplication shall then be placed in the "Total Amount Bid" column for that item.
- ii. Where the estimated quantity for an item is designated as "Lump", the Bidder shall enter his/her lump sum bid for that item in the "Unit Price Bid" column as well as in the "Total Amount Bid" column.

To determine the "Section Total", the Bidder shall add all figures in the "Total Amount Bid" column for each item in that section and the sum shall be entered on the corresponding "Section Total" line. For example, the "Section Total Roadway" is the sum of the "Total Amount Bid" column for all Roadway items. The sum of the Section Totals shall be entered as the "Grand Total Bid".

When the Proposal includes "Alternate Bid Item(s)", the Bidder shall enter a "Unit Price Bid" and a "Total Amount Bid" for each "Alternate Bid Item" listed. Failure to do so will render the Proposal informal, at the discretion of Cuyahoga County.

The Bidder's "Grand Total Bid", excluding the "Alternate Bid Item(s)", shall in no case exceed the Cuyahoga County Department of Public Works "Total Estimated Cost" by more than ten (10) percent. Any Bid that exceeds the "Total Estimated Cost" by more than ten (10) percent will be deemed informal and unacceptable.

The Bidder's Proposal must be signed with ink, by any one of the following:

- i. the individual;
- ii. one or more members of the partnership;
- iii. one or more members or officers of each firm representing a joint venture;
- iv. one or more officers of a corporation; or
- v. an agent of the Bidder legally qualified and acceptable to Cuyahoga County.

If the Proposal is made by an individual, his/her name and business address must be shown; by a partnership, the name and business address of each partnership member must be shown; as a joint venture, the name and business address of each member or officer of the firms represented by the joint venture must be shown; by a corporation, the name of the state under the laws of which the corporation is chartered and the name and title of the officer or officers having authority under the bylaws to sign contracts, the name of the corporation and the business address of its corporate officials must be

shown. Anyone signing a Proposal as an agent shall file legal evidence of his/her authority to do so with the Proposal.

(c) Delivery of Proposals

The Proposal must contain the following documents:

1. Cuyahoga County Department of Public Works Construction Proposal Form;
2. Non-Collusion Affidavit;
3. Bid Guaranty (Bidder to provide);
4. Prime Contractor's Work Types Worksheet;
5. SBE Subcontractor's Work Types Worksheet;
6. Required Small Business Enterprise Forms (Section 2.07);
7. Drug Free Safety Program (DFSP) Participation (see Proposal Notes)
8. Cuyahoga County Vendor Compliance Form; and
9. Cuyahoga County Based Business Preference Program Match Option Form.

Proposals containing the required documents must be delivered in a sealed envelope and deposited in the bid box at the Office of Procurement and Diversity, located at the address indicated below, before two o'clock in the afternoon (2:00 P.M.) local time on the Bid Due Date.

Cuyahoga County Office of Procurement and Diversity
County Administrative Building
1219 Ontario Street, Room 110
Cleveland, Ohio 44113

The outside of the sealed envelope must be clearly marked with Bidder's name and address, the Project name, requisition number and the Bid Due Date, all as stated herein.

Immediately following 2:00 P.M., the Proposals will be publicly opened and read aloud at the Office of Procurement and Diversity, in accordance with the "Legal Notice to Bidders" duly published. Proposals received after 2:00 P.M. local time on the Bid Due Date will be returned to the Bidder unopened.

2.12 Award and Execution of Contract

Bidders shall refer to Section 103 of the "General Provisions" in the Cuyahoga County Engineer Specification Booklet for all information concerning award and execution of the Contract. Bidders are hereby alerted that if the County determines that a Proposal is unbalanced, pursuant to Sections 102.06 (B)(e), 102.08 and 102.14(M) of the General Provisions in the Cuyahoga County Engineer Specification Booklet, the County may thereafter consider the Proposal irregular and may reject it.

In addition to the above, the applicable elements/requirements of the "Bid Award Method", per Section 4.7 (Standards for Awarding Contracts) and Section 4.8 (Required Certifications by Successful Bidders) of the "Cuyahoga County Contracting and Purchasing Procedures Ordinance No. O2011-0014, as amended" will also be in effect during the Award process (see Section 2, Attachment A).

2.13 Miscellaneous

(a) Insurance

Prior to the execution of the Contract the successful Bidder shall furnish to Cuyahoga County the proof of insurance documents, required by Section 107.12 of the General Provisions, found in the Cuyahoga County Engineer Specification Booklet. Per Section 107.12 of the General Provisions, ensure that the certificate of Liability Insurance names Cuyahoga County, the Cuyahoga County Department of Public

Works, and their officers, agents and employees as additional insureds with all rights to due notices as specified in Section 107.12 of the General Provisions.

(b) **Workers' Compensation Certificate**

Prior to the execution of the Contract the successful Bidder shall furnish to Cuyahoga County the official certificate evidencing compliance with the Workers' Compensation laws of the State of Ohio and shall comply with the requirements of Section 107.12.A of the General Provisions, found in the Cuyahoga County Engineer Specification Booklet.

(c) **Wage Rates**

The Contractor shall pay to all laborers, workers, and mechanics according to the prevailing wage scale for the County area, as set forth in Section 5 of the Proposal Package. The Contractor shall have sole responsibility for complying with all applicable provisions of ORC Section 4115. Should the prevailing wage rates be changed during the life of the Contract, the Contractor shall pay any such increases in the wage rates without obligation on the part of the County to pay for any increase in the Contract price. The County hereby appoints **Celia Jenkins** to serve as the Prevailing Wage Coordinator during the life of this Contract, per ORC Section 4115.

(d) **Mechanic's Lien Law**

All Contractors, Subcontractors, vendors, managers, materialmen and laborers who have or will have a direct or indirect interest in this Contract are advised that after a contract has been awarded and executed, the administrator of the contract will prepare the Notices of Commencement and submit same for filing with the County, per ORC 1311.252.

2.14 Pre-Bid Conference

A pre-bid conference will not be held.

2.15 Acceptance of Electronic Signatures

By submitting a Proposal, the Bidder agrees on behalf of the submitting business entity, its officers, employees, Subcontractors, subgrantees, agents or assigns, to conduct this transaction by electronic means, meaning:

- i. that all documents requiring County signatures may be executed by electronic means;
- ii. 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; and
- iii. that the Bidder's Proposal is submitted in the manner specified in Section 2.11(b), (c).

The Bidder also agrees on behalf of the aforementioned entities and persons, to be bound by the provisions of ORC Chapters 304 and 1306, as they pertain to electronic transactions, and to comply with the electronic signature policy of the County.

2.16 Compliance with County Ordinances

All County contracts are subject to all applicable County ordinances, including, but not limited to, the Cuyahoga County Ethics Ordinance, Cuyahoga County Inspector General Ordinance, and Cuyahoga County Contracting and Purchasing **Procedures** Ordinance; all as amended, and the successful Bidder shall comply with all such ordinances as an integral part of all County contracts. Copies of all County ordinances are available on the County Council's web site at <http://council.cuyahogacounty.us/>.

ATTACHMENT A

BID AWARD METHOD

PER SECTION 4.7 (STANDARDS FOR AWARDED CONTRACTS) AND SECTION 4.8 (REQUIRED CERTIFICATIONS BY SUCCESSFUL BIDDERS) OF THE “CUYAHOGA COUNTY CONTRACTING AND PURCHASING PROCEDURES ORDINANCE No. O2011-0014”, AS AMENDED JULY 25, 2012 BY “CUYAHOGA COUNTY ORDINANCE No. 0212-0015”.

BID AWARD METHOD

(Per Ordinance No. O2011-0014, as amended, Section **4.7**):

Standards for Awarding Contracts

Contracts and purchases which require competitive bidding, and are awarded in accordance with this Ordinance shall be awarded to the lowest and best bidder meeting the specifications that are most advantageous to Cuyahoga County. The County reserves the right to consider all elements entering into the question of determining the lowest and best bid, including the following:

- a) whether the bidder has the appropriate experience, reputation, and workforce to perform the required work;
- b) the bidder's past performance on legal and ethical matters;
- c) whether the bidder exhibits a history of workforce stability and workplace safety, and provides workers a fair wage and fair benefits, as evidenced by payroll and employee records, for the required work, based on market conditions;
- d) whether the bidder has adhered to all conditions and requirements of the bid and specifications;
- e) the quality of the product or service provided by the bidder on previous projects;
- f) with respect to a bidder whose bid is substantially below that of the next lowest bidder, supplemental details regarding the bid and/or historical information regarding performance and costs on similar contracts to demonstrate the bidder's ability to complete the contract at the price specified;
- g) whether the bidder is able to comply with the criteria outlined in Section **4.8** of this Ordinance;
- h) whether the bidder's past performance has demonstrated a commitment to diversity in employment and subcontracting;
- i) maintenance costs and warranty provisions provided for in the bid;
- j) the delivery or completion date provided for in the bid;
- k) whether, with respect to work done in construction trades, the bidder will use only construction trades personnel who were trained in a state or federally approved apprenticeship program or career technical program, or who are currently enrolled in a state or federally approved apprenticeship program or career technical program, or who have at least three years of experience in a particular trade; except that for the purposes of full inclusion and creation of entry-level opportunities, up to ten percent (10%) of the construction trades personnel may be participants in pre-apprenticeship programs or otherwise have less training and experience;
- l) whether the bidder, unless otherwise agreed to in a collective bargaining agreement, contributes to an employee pension or retirement plan for those employees working on the contract, such benefits being part of the employees' regular compensation and not merely on the contract, and provides evidence thereof upon request;

- m) whether the bidder, unless otherwise agreed to in a collective bargaining agreement, makes available a minimum health care plan for those employees working on the contract, such benefits being part of the employees' regular compensation and not merely on the contract and provides a copy of the plan on request;
- n) **whether the bidder has had the professional license of any of its principles or employees revoked for malfeasance or misfeasance;**
- o) whether the bidder meets any other requirements determined by the County to be specifically relevant to the proposed contract.

(Per Ordinance No. O2011-0014, as amended, Section **4.8**):

Required Certifications by Successful Bidders

At the time of execution of the contract, the successful bidder shall certify that it:

- a) shall be in compliance with Ohio's Drug-Free Workplace requirements, including, but not limited to, maintaining a substance abuse policy that its personnel are subject to on the contract (the successful bidder shall provide this policy upon request);
- b) does not have an Experience Modification Rating greater than 1.5 with respect to the Bureau of Workers Compensation risk assessment rating;
- c) is in compliance and will remain in compliance with Federal and Ohio Equal Opportunity Employment Laws;
- d) shall pay the prevailing wage rate and comply with other provisions set forth in Sections 4115.03 through 4115.16 of the Ohio Revised Code and Sections 4101:9-4-01 through 4101:9-4-28 of the Ohio Administrative Code, including but not limited to the filing of certified payroll reports;
- e) has not debarred from public contracts for prevailing wage violations or found determined by the state to have underpaid the required prevailing wage, whether intentionally or unintentionally, even if settled subsequent to the finding, more than three (3) times in the last ten (10) years, provided that, when aggregating for any single project, no finding of an underpaid amount of less than \$1,000.00 shall be considered, and no single finding based upon a journeyman-to-apprenticeship ratio shall be considered a violation of this provision unless as part of multiple, similar findings;
- f) has not penalized or debarred from any federal, state, or local public contract or falsified certified payroll records, or has otherwise been found, after appeals, to have violated the Fair Labor Standards Act in the past seven (7) years or during the bidder's entire time of doing business, if less than seven (7) years;
- g) has not violated any unemployment or workers compensation law during the past five (5) years, or during the bidder's entire time of doing business, if less than five (5) years;

- h) at the time of contract award, does not have final, unsatisfied judgments against it which in total amount to 50% or more of the contract amount;
- i) will utilize, for work performed under the contract supervisory personnel that have three (3) or more years of experience in the specific trade and who maintain the appropriate state license(s), if any;
- j) shall be properly licensed to perform all work as follows
 - 1. if performing a trades contract, shall be licensed pursuant to Ohio Revised Code Section 4740 as a heating, ventilating, and air conditioning contractor, refrigeration contractor, electrical contractor, plumbing contractor, or hydronics contractor;
 - 2. if performing work regulated under Section 3737.65 of the Ohio Revised Code, be certified by the State Fire Marshall;
 - 3. if performing work under Title 47 of the Ohio Revised Code, be licensed for that trade, occupation, or profession as provided in the Ohio Revised Code;
- k) shall, if performing a trade contract pursuant to Ohio Revised Code Section 4740, not subcontract more than twenty-five percent (25%) of the labor, excluding materials, for its awarded contract, unless to subcontractors also licensed pursuant to Ohio Revised Code Section 4740 or certified by the State Fire Marshall pursuant to Ohio Revised Code Section 3737.65;
- l) shall provide access as needed and allow the Agency of the Inspector General to perform the functions provided for in Section 4.12 of this Ordinance;
- m) shall require all if its subcontractors, at the time of execution of a subcontract, to make all the certifications required in Section 4.8 except for Subsections g and i.

In addition, all bidders are required to complete and sign the "Cuyahoga County Vendor Compliance" form (See Section 3, Attachment A) and the "Cuyahoga County Based Business Preference Program Match Option" form (See Section 3, Attachment B).

SECTION 3

REQUIRED BID DOCUMENTS

CHECKLIST FOR BIDDER'S USE:

The Proposal shall be submitted in a sealed envelope containing:

- ☒ Cuyahoga County Department of Public Works Construction Proposal Form (see Section 3, pg. 2 and 3)
- ☒ Non-Collusion Affidavit (see Section 3, pg. 5)
- ☒ Bid Guaranty (Bidder to provide per Section 2.06)
- ☒ Prime Contractor's Work Types Worksheet (see Section 3, pg. 6)
- ☒ SBE Subcontractor's Work Type Worksheet (see Section 3, pg. 7)
- ☒ Required Small Business Enterprise Forms (see Section 2.07)
- ☒ Drug Free Safety Program (DFSP) Participation (see Proposal Notes)
- ☒ "Cuyahoga County Vendor Compliance" Form (see Section 3, Attachment A)
- ☒ "Cuyahoga County Based Business Preference Program Match Option" Form (see Section 3, Attachment B)

Cautionary Notes:

1. Sign the original Proposal in ink.
2. Be certain that the bid guaranty is for a specific sum in the amount as instructed herein.
3. If a bond is submitted as the bid guaranty be certain:
 - a) The bond is properly executed and signed by both the Surety (Sureties) and the Bidder with names of the parties signing the documents typed immediately below signature. Affix corporate seals.
 - b) That the agent of the Surety has furnished credentials showing its power of attorney.
 - c) A financial statement of the bonding company is provided.
 - d) A "Certificate of Compliance" showing the legal right of the company to do business in the State of Ohio is provided.
4. Be certain the non-collusion affidavit is signed and notarized.
5. Per Section 2.12, Proposals found to be unbalanced may be rejected.

CUYAHOGA COUNTY DEPARTMENT OF PUBLIC WORKS

CONSTRUCTION PROPOSAL FORM

PROJECT NAME: BRIDGE SIDEWALK REPLACEMENT PROGRAM -
WEST CONTRACT

REPORT NUMBER: 10-13 REQUISITION NUMBER: 26213

TOTAL ESTIMATED COST: \$1,275,000.00

(No Award will be made for a "Grand Bid Total" greater than the "Total Estimated Cost", plus 10 percent of such estimated cost.)

BID DUE DATE: March 6, 2013

BIDDER NAME: TERRACE CONSTRUCTION COMPANY Inc.

PRIMARY OWNERSHIP: JEFFREY E. NOCK

TITLE OF OWNER: PRESIDENT

ADDRESS: 3965 PEARL ROAD
CLEVELAND, OH 44109

TELEPHONE: (216) 739-3170 FACSIMILE: (216) 739-3169

EMAIL: terrace@terraceconstruction.com

To Cuyahoga County:

Having carefully examined this entire Bid Package, and all addenda thereto, the signatory to this Proposal shall, if awarded this Contract, furnish all labor, materials, transportation and equipment necessary to complete all Work for the above named Project, as required in the Bid Package, for the sum stated on the sheets that follow.

The Bidder further acknowledges that the County Department of Public Works' estimated quantities appearing on this proposal form are approximate only, and are for the purpose of providing a uniform and accurate basis to compare bids for the awarding of the Contract. The Bidder further acknowledges that the use of the estimated quantities for the aforementioned purpose in no way binds the County to the use of said quantities, or any part thereof, in the execution of the Work. The Bidder also acknowledges that only those units *actually incorporated* in the Work will be paid for at the unit prices bid for the Work, and that the County Department of Public Works reserves the right to decrease or eliminate such items whenever deemed advisable in the progress of the work.

SIGNATORY CONFIRMATION:

(I)/(We) shall accept as full compensation for the aforesaid Work a certain sum of money, determined by the work actually performed, and calculated upon the basis of completed units for each Contract Item and the unit price of each item, as set forth herein.

For the purpose of tabulating Bids, awarding the Contract, and certifying funds, this sum, which is the total amount of this bid proposal, shall be:

NINE HUNDRED FIFTY THREE THOUSAND THREE HUNDRED EIGHTY NINE AND 50/100 Dollars

Bid total: \$ 953,389.50

(Enter above the "Grand Total Bid" from the "Itemized Unit Price Bid Sheets", found in this Proposal Form.)

On acceptance of the Proposal for said Work (I)/(We), do hereby bind (myself)/(ourselves) to enter into a written contract with Cuyahoga County within ten (10) days after the Award of the Contract, per ORC Section 153.54.

COMPANY NAME: TERACE CONSTRUCTION COMPANY INC.

BUSINESS ADDRESS: 3965 PEARL ROAD, CLEVELAND, OH 44109

INCORPORATED UNDER THE LAWS OF THE STATE OF: OHIO

SIGNATURE: [Signature]

PRINTED NAME: TERACE E. NOCK

TITLE: PRESIDENT

DATE: MARCH 6, 2013

BUS. ADDRESS: 3965 PEARL ROAD

CLEVELAND, OH 44109

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

BUS. ADDRESS: _____

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

BUS. ADDRESS: _____

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

BUS. ADDRESS: _____

THE BIDDER HEREBY ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDA:

NONE

ADDENDUM NO. _____ DATED: _____ ADDENDUM NO. _____ DATED: _____

ADDENDUM NO. _____ DATED: _____ ADDENDUM NO. _____ DATED: _____

ADDENDUM NO. _____ DATED: _____ ADDENDUM NO. _____ DATED: _____

REF NO.	ITEM NUMBER	ITEM EXTENSION	ITEM DESCRIPTION	WORK TYPE	UNIT	ESTIMATED QUANTITY	UNIT PRICE BID DOLLARS	UNIT PRICE BID LCTS	TOTAL AMOUNT BID DOLLARS	TOTAL AMOUNT BID LCTS
			ROADWAY							
1	202	30001	WALK REMOVED, AS PER PLAN	NR	SQ FT	1124	\$	3.00	\$	3,372.00
2	608	13001	6" CONCRETE WALK, AS PER PLAN	38	SQ FT	1124	\$	9.00	\$	10,116.00
3	SPECIAL	69098400	MISC.: PRESSURE RELIEF JOINT REPAIR	18	.	LUMP	\$	4,800.00	\$	4,800.00
							\$		\$	18,288.00
			EROSION CONTROL							
4	832	30000	EROSION CONTROL	08	EACH	6000	\$	1.00	\$	6,000.00
							\$		\$	6,000.00
			TRAFFIC CONTROL							
5	646	10000	EDGE LINE, 4"	45	MILE	0.05	\$	18,000.00	\$	900.00
6	646	10100	LANE LINE, 4"	45	MILE	0.41	\$	7,500.00	\$	3,075.00
							\$		\$	3,975.00
			STRUCTURES (OVER 20 FOOT)							
7	202	11203	PORTIONS OF STRUCTURE REMOVED, OVER 20 FOOT SPAN, AS PER PLAN	19	.	LUMP	\$	226,000.00	\$	226,000.00
8	202	98400	REMOVAL MISC.: EXISTING SIDEWALK WEARING SURFACE	19	SQ FT	18608	\$	5.00	\$	93,040.00
9	509	20000	REINFORCING STEEL, REPLACEMENT OF EXISTING REINFORCING STEEL	23	POUND	2400	\$	1.40	\$	3,360.00
10	511	34460	CLASS 5 CONCRETE, MISC.: BRIDGE SIDEWALK	38	CU YD	294	\$	650.00	\$	191,100.00
11	512	10060	SEALING OF CONCRETE SURFACES (NON-EPOXY)	57	SQ YD	2324	\$	12.00	\$	27,888.00
12	SPECIAL	51275500	SEALING, MISC.: ELASTOMERIC PROTECTIVE AND DECORATIVE CONCRETE COATING	57	SQ YD	189	\$	65.00	\$	12,285.00
13	514	27700	FIELD PAINTING, MISC.: SURFACE PREPARATION OF EXISTING CURB STEEL	26	SQ FT	1348	\$	6.00	\$	8,088.00
14	514	27700	FIELD PAINTING, MISC.: EXISTING CURB STEEL, PRIME COAT	26	SQ FT	1348	\$	2.00	\$	2,696.00
15	514	27700	FIELD PAINTING, MISC.: EXISTING CURB STEEL, INTERMEDIATE COAT	26	SQ FT	1348	\$	2.00	\$	2,696.00

BRIDGE SIDEWALK REPLACEMENT PROGRAM - WEST CONTRACT

ITEMIZED UNIT PRICE BID

REF NO.	ITEM NUMBER	ITEM EXTENSION	ITEM DESCRIPTION	WORK TYPE	UNIT	ESTIMATED QUANTITY	UNIT PRICE BID DOLLARS CTS	TOTAL AMOUNT BID DOLLARS CTS
16	514	27700	FIELD PAINTING, MISC.: EXISTING CURB STEEL, FINISH COAT	26	SQ FT	1348	\$ 2.00	\$ 2,696.00
17	516	14600	STRUCTURAL JOINT OR JOINT SEALER, MISC.: PREFORMED, CLOSED CELL, LOW DENSITY FOAM EXPANSION JOINT SEAL	27	FT	148	\$ 65.00	\$ 9,620.00
18	519	11101	PATCHING CONCRETE STRUCTURE, AS PER PLAN	29	SQ FT	72	\$ 60.00	\$ 4,320.00
19	SPECIAL	53000200	STRUCTURE, MISC.: TEMPORARY SUPPORT OF SUPERSTRUCTURE (HILLIARD ROAD BRIDGE 08.57)	29	-	LUMP	\$ 1,000.00	\$ 1,000.00
20	SPECIAL	53000500	STRUCTURE, MISC.: STRUCTURAL DEBRIS NETTING	NR	SQ FT	40775	\$ 6.50	\$ 265,037.50
21	SPECIAL	69071000	ASBESTOS ABATEMENT (BAGLEY ROAD BRIDGE 05.63)	NR	-	LUMP	\$ 100.00	\$ 100.00
22	SPECIAL	69071000	ASBESTOS ABATEMENT (HILLIARD ROAD BRIDGE 03.21)	NR	-	LUMP	\$ 100.00	\$ 100.00
23	SPECIAL	69071000	ASBESTOS ABATEMENT (HILLIARD ROAD BRIDGE 08.57)	NR	-	LUMP	\$ 100.00	\$ 100.00
24	SPECIAL	69071050	ASBESTOS INSPECTION	NR	EACH	3	\$ 200.00	\$ 600.00
							\$	850,726.50
MAINTENANCE OF TRAFFIC								
25	614	11110	LAW ENFORCEMENT OFFICER WITH PATROL CAR FOR ASSISTANCE	NR	HOUR	140	\$ 60.00	\$ 8,400.00
26	614	12500	REPLACEMENT SIGN	42	EACH	6	\$ 50.00	\$ 300.00
27	616	10000	WATER	NR	M GAL	6	\$ 10.00	\$ 60.00
28	616	20000	CALCIUM CHLORIDE	NR	TON	0.6	\$ 400.00	\$ 240.00
							\$	9,000.00
MISCELLANEOUS								
29	614	11001	MAINTAINING TRAFFIC, AS PER PLAN	39	-	LUMP	\$ 35,000.00	\$ 35,000.00
30	619	15011	FIELD OFFICE, TYPE B, AS PER PLAN	NR	MONTH	6	\$ 1,300.00	\$ 7,800.00
31	623	10001	CONSTRUCTION LAYOUT STAKES, AS PER PLAN	NR	-	LUMP	\$ 2,000.00	\$ 2,000.00
32	624	10001	MOBILIZATION, AS PER PLAN	NR	-	LUMP	\$ 20,000.00	\$ 20,000.00
33	SPECIAL	-	PROJECT DVD RECORDING (SEE PROPOSAL NOTE)	NR	-	LUMP	\$ 600.00	\$ 600.00
							\$	55,400.00
							\$	953,389.50

NON-COLLUSION AFFIDAVIT

STATE OF OHIO)

SS.

COUNTY OF CUYAHOGA)

TERRY E. NOCK being first duly
(officer of firm, company, corporation, etc.)

sworn, deposes and says that he/she is the

PRESIDENT
(sole owner, partner, president, etc.)

of

TERRACE CONSTRUCTION COMPANY INC.

making the

(firm, company, corporation, etc.)

foregoing Proposal and Bid; that such Bid is genuine and not collusive or a sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any other bidder or person to put in a sham Bid, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the County or any persons interested in the proposed contract; and that all statements contained in said Proposal or Bid are true; and further that such bidder has not, directly or indirectly submitted this Bid, or contents thereof, or divulged information relative thereto to any association or to any member or agent thereof.

[Signature]
(AFFIANT)

Sworn to and subscribed before me on this date:

MARCH 6, 2013

[Signature]
(NOTARY PUBLIC)

LEONARD LIPTAK

Notary Public - State of Ohio

My commission expires:

My Commission Expires April 21, 2017

Recorded in Geauga County

(SEAL)

PRIME CONTRACTORS WORK TYPES WORKSHEET

PROJECT NAME: BRIDGE SIDEWALK REPLACEMENT PROGRAM - WEST CONTRACT

REQUISITION NUMBER: 26213

BIDDER NAME: TERRACE CONSTRUCTION COMPANY INC.

WORK TYPE	ASSOCIATED REFERENCE NUMBERS	TOTAL BID AMOUNT FOR WORK TYPE
<u>NR</u>	<u>1, 20-23, 27-28, 31-32</u>	<u>\$291,009.50</u>
<u>08</u>	<u>4</u>	<u>\$6,000.00</u>
<u>16</u>	<u>3</u>	<u>\$4,800.00</u>
<u>19</u>	<u>7-8</u>	<u>\$319,040.00</u>
<u>23</u>	<u>9</u>	<u>\$3,360.00</u>
<u>26</u>	<u>13-16</u>	<u>\$16,176.00</u>
<u>27</u>	<u>17</u>	<u>\$9,620.00</u>
<u>29</u>	<u>18-19</u>	<u>\$5,320.00</u>
<u>38</u>	<u>2, 10</u>	<u>\$201,216.00</u>
<u>39</u>	<u>29</u>	<u>\$35,000.00</u>
<u>42</u>	<u>26</u>	<u>\$300.00</u>

ATTACH ADDITIONAL SHEETS AS NEEDED

WORK TYPE TOTAL DOLLAR AMOUNT: see last page

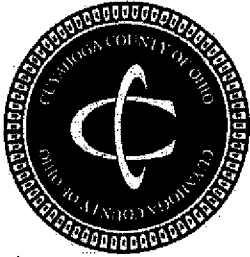
TOTAL AMOUNT BID: see last page

The Work Type Total Dollar Amount must be equal to or greater than 50% of the Total
Amount Bid or the bid shall be rejected.

Instructions: On the itemized unit price bid sheets each line item is assigned a reference number and a required ODOT work type, or it is stated that no work type is required (NR). The bidder shall complete this worksheet by entering each ODOT work type he/she is qualified to perform, including work type NR, followed by all the reference numbers associated with each individual ODOT work type. The Total Bid Amount for each ODOT work type shall then be entered. The Work Type Total Dollar Amount shall then be determined and entered on this worksheet.

ATTACHMENT A

**“CUYAHOGA COUNTY VENDOR
COMPLIANCE” FORM**

**RQ-26213****Cuyahoga County****Vendor Compliance Form**

Sections 4.8 and 4.10 of the Cuyahoga County Contracting and Purchasing Procedures Ordinance (the "Contracting Ordinance") require that all successful vendors certify compliance with each and every requirement listed below prior to execution of a contract with the County. By initialing next to each requirement below and by affixing my signature at the end of this document, I hereby certify that I or the company that I am authorized to represent (the "vendor") will be in compliance with each requirement at the time of execution of a contract with the County resulting from the bid this form is attached to. Failure to initial next to each and every requirement below may result in dismissal of the bid this form is attached to. If any material breach of the certifications required below occurs during the contract performance by the vendor, the County may exercise any or all contractual remedies, including, but not limited to, contract termination for cause.

Please initial in the right hand column next to each criteria met		INITIAL
1	Vendor is in compliance with Ohio's Drug-Free Workplace requirements, including, but not limited to, maintaining a substance abuse policy that its personnel are subject to on the contract (the successful vendor shall provide this policy upon request).	<input checked="" type="checkbox"/>
2	Vendor does not have an Experience Modification Rating greater than 1.5 with respect to the Bureau of Workers Compensation risk assessment rating.	<input checked="" type="checkbox"/>
3	Vendor is in compliance and will remain in compliance with Federal and Ohio Equal Opportunity Employment Laws.	<input checked="" type="checkbox"/>
4	Vendor will pay the prevailing wage rate and comply with other provisions set forth in Sections 4115.03 through 4115.16 of the Ohio Revised Code and Sections 4101:9-4-01 through 4101:9-4-28 of the Ohio Administrative Code, including, but not limited to, the filing of certified payroll reports.	<input checked="" type="checkbox"/>
5	Vendor has not been debarred from public contracts for prevailing wage violations or found or determined by the state to have underpaid the required prevailing wage, whether intentionally or unintentionally, even if settled subsequent to the finding, more than three (3) times in the last ten (10) years, provided that, when aggregating for any single project, no finding of an underpaid amount of less than \$1,000.00 shall be considered, and no single finding based upon a journeyman-to-apprenticeship ratio shall be considered a violation of this provision unless as part of multiple, similar findings.	<input checked="" type="checkbox"/>
6	Vendor has not been penalized or debarred from any federal, state, or local public contract or falsified certified payroll records, or has otherwise been found, after appeals, to have violated the Fair Labor Standards Act in the past seven (7) years, or during the vendors' entire time of doing business, if less than seven (7) years.	<input checked="" type="checkbox"/>
7	Vendor has not had the professional license of any of its employees revoked for malfeasance or misfeasance.	<input checked="" type="checkbox"/>
8	Vendor has not violated any unemployment or workers compensation law during the past five (5) years, or during the vendor's entire time of doing business, if less than five (5) years.	<input checked="" type="checkbox"/>
9	Vendor does not have final, unsatisfied judgments against it which in total amount to 50% or more of the contract amount.	<input checked="" type="checkbox"/>
10	Vendor will utilize, for work performed under the contract, supervisory personnel that have three (3) or more years of experience in the specific trade and who maintain the appropriate state license(s), if any.	<input checked="" type="checkbox"/>
11	Vendor is properly licensed to perform all work as follows: (1) if performing a trades contract, shall be licensed pursuant to Ohio Revised Code Section 4740 as a heating, ventilating, and air conditioning contractor, refrigeration contractor, electrical contractor, plumbing contractor, or hydronics contractor; (2) if performing work regulated under Section 3737.65 of the Ohio Revised Code, be certified by the State Fire Marshall; and (3) if performing work under any other trade, occupation, or profession licensed under Title 47 of the Ohio Revised Code, be licensed for that trade, occupation, or profession as provided in the Ohio Revised Code. If the applicable contract does not involve any of the above-described work, Vendor shall place "N/A" and his/her initials in the box to the right.	<input checked="" type="checkbox"/>
12	Vendor will, if performing a trades contract pursuant to Ohio Revised Code Section 4740, not subcontract more than twenty-five percent (25%) of the labor, excluding materials, for its awarded contract, unless to subcontractors also licensed pursuant to Ohio Revised Code Section 4740 or certified by the State Fire Marshall pursuant to Ohio Revised Code Section 3737.65. If the applicable contract does not involve this type of work, Vendor shall place "N/A" and his/her initials in the box to the right.	<input checked="" type="checkbox"/>
13	Vendor will provide access as needed and allow the Agency of the Inspector General to perform the functions provided for in Section 4.12 of the Contracting Ordinance.	<input checked="" type="checkbox"/>
14	Vendor will require all of its subcontractors, at the time of execution of a subcontract, to make all of the certifications required within this form, except for certification numbers 7, 8, and 10. If the applicable contract does not involve the use of subcontractors, Vendor shall place "N/A" and his/her initials in the box to the right.	<input checked="" type="checkbox"/>
15	Vendor has met and will comply with all provisions of state law relating to ethics. Vendor has also met and will comply with all applicable Cuyahoga County Ordinances, including, but not limited to, the Ethics Ordinance, Inspector General Ordinance and the Contracting Ordinance.	<input checked="" type="checkbox"/>

Printed Name:

TERENCE E. Nock

Company:

TERENCE CONSTRUCTION COMPANY, INC.

Signature:

[Signature]

Date:

3/6/13

ATTACHMENT B

“CUYAHOGA COUNTY BASED BUSINESS PREFERENCE PROGRAM MATCH OPTION” FORM

On November 27, 2012, Cuyahoga County Council approved Ordinance No. 02012-0020 which established the Cuyahoga County Based Business Preference (CCBB) Program. Details on the eligibility criteria for this program are outlined in the ordinance. At the latest, an entity desiring to participate in the Cuyahoga County Based Business Preference Program must submit, with and at the time of the bid, proposal, or qualifications, a completed signed and notarized Cuyahoga County Based Business Form. The Cuyahoga County Based Business Form is available from the Office of Procurement & Diversity and can be downloaded from its website (<http://opd.cuyahogacounty.us/>).

Per this ordinance, if a lowest price or lowest evaluated price is submitted by a non-Cuyahoga County business, a Cuyahoga County Based Business whose bid is within two percent (2%) of the lowest bid submitted by the non-Cuyahoga County Based Business Bidder shall be given the option to match the lowest bid. Vendors shall complete the Cuyahoga County Based Business Preference Program Match Option Form (attached) and submit it with its proposal.

**CUYAHOGA COUNTY BASED BUSINESS PREFERENCE PROGRAM MATCH OPTION
REQ# 26213**

Cuyahoga County pursuant to Ordinance No. 02012-0020 dated November 27, 2012 approved the Cuyahoga County Based Business (CCBB) Preference Program.

The following standards will be used by the Cuyahoga County Business Based Preference Program to determine eligibility for certification as a Cuyahoga County Based Business.

A business applying for certification as a Cuyahoga County Based Business must meet the following standards:

a) The business must demonstrate that its principal place of business has been located in Cuyahoga County for at least three (3) years as registered in official documents filed with the Secretary of State of Ohio or the Cuyahoga County Fiscal Office. If one party to a joint venture has its principal place of business in Cuyahoga County, the joint venture shall be considered as having its principal place of business in Cuyahoga County; or

b) The business must be a business organization with a "significant economic presence" in Cuyahoga County. For purpose of this program,

"Significant economic presence" means a business organization that has for at least three years

- i. Had a sales office, division, sales outlet or manufacturing facility in Cuyahoga County; and
- ii. Pays required taxes to Cuyahoga County; and
- iii. Has an annual gross payroll in Cuyahoga County of at least \$100,000.00.

Per this ordinance, if a lowest price or lowest evaluated price is submitted by a non-Cuyahoga County business, a Cuyahoga County Based Business whose bid is within two percent (2%) of the lowest bid submitted by the non-Cuyahoga County Based Business Bidder shall be given the option to match the lowest bid.

Vendor is certified as a Cuyahoga County Based Business and agrees to match the lowest price or lowest evaluated price submitted by a non-Cuyahoga County Business if the bid is within two percent (2%) of my bid.

Yes ☒ No ☐

TERRACE CONSTRUCTION COMPANY Inc.
Full Legal Name of Organization

[Signature]
Authorized Signature

7/06/13
Date

SECTION 4

SAMPLE CONTRACT FORMS

**THESE SAMPLE CONTRACT FORMS ARE NOT TO BE COMPLETED BY THE BIDDER
BUT WILL BE COMPLETED AFTER THE CONTRACT IS AWARDED**

CUYAHOGA COUNTY FORM OF AGREEMENT

PERFORMANCE AND PAYMENT BOND (ORC 153.57)

CUYAHOGA COUNTY FORM OF AGREEMENT UNIT PRICE CONTRACT

THIS CONTRACT ("Contract"), made and entered into this _____ day of _____, 20____, by and between the County of Cuyahoga, Ohio (the "County"), and _____, a **Contractor** with principal offices located at _____ (the "Provider").

WITNESSETH: That for and in consideration of payments hereinafter mentioned, to be made by the County, the Provider agrees to furnish all materials, appliances, tools, and labor, and perform all the work required for:

Project Description:

Cuyahoga County, Ohio, according to the plans and specifications and estimates and to the satisfaction and acceptance of the County.

The Provider 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 in effect at the time this Contract is entered into; Provider's Performance Bond and this Agreement.

It is expressly stipulated and agreed that the Provider 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 these promises, the County agrees to pay to the Provider a certain sum of money, which shall be determined by the work actually performed by the Provider, calculated upon the basis of completed units for each item of the Contract ("Contract Item"), and the unit price of each Contract Item, as set forth in the proposal attached hereto and made a part hereof (the "Proposal"). 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:

Estimated Cost of Construction

Dollars (\$ _____)

By entering into this Contract I agree, on behalf of the contracting 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 Cuyahoga County.

IN WITNESS WHEREOF, the County and the Provider, through their 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

By: _____

Edward FitzGerald, County Executive

FIRM: _____

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

BOND OF PROVIDER
(PERFORMANCE and PAYMENT)
STATE OF OHIO – FOR THE USE OF CUYAHOGA COUNTY – SECTION 153.57 O.R.C.

KNOW ALL MEN BY THESE PRESENTS:

(1) That we as principal _____

(the "Principal"),

(2) and we, as sureties _____

(the "Surety or "Sureties"),

are held and firmly bound unto the State of Ohio for the 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.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That

Whereas, the Principal has heretofore filed with the County Executive of Cuyahoga County, Ohio, a written proposal for:

_____ in _____ Cuyahoga County (the "Proposal").

Whereas, said County Executive has accepted the Proposal and has awarded to the Principal the contract for the construction and completion of the
aforesaid work (the "Contract")

Now, if the Principal faithfully complies with and performs all of the terms, covenants and conditions of the Contract, according to the tenor thereof, and within the time prescribed and in accordance with the plans, specifications, and estimates furnished therefore, to which reference is here made, the same being a part hereof, and as if fully incorporated herein; AND, indemnifies the County against any damage that may result by reason of any failure to perform said Contract, or negligence of the providers in making said improvement or doing said work; AND pays all lawful claims of subcontractors, material men, and laborers for labor performed and materials furnished in carrying forward, performing or completing said Contract, the Principal and the Surety/Sureties shall be, for the benefit of any material man or laborer having a just claim, as well as for the obligee herein, released from this obligation and 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/Sureties, for any or all claims hereunder, shall in no event exceed the penal amount of this obligation, as herein stated.

The said Surety/Sureties hereby stipulate(s) and agree(s) that any failure to complete work at the time named in the Contract, or extensions of time for completion, or modifications, omissions, or additions in or to the terms of said contract, or in or to the plans, specifications and estimates, shall not in any way effect the obligations of said Surety/Sureties on their bond.

Signed this _____ day of _____, 20____

PROVIDER: _____

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

BOND NO.: _____

PRINCIPAL: _____

Witnesses:
