

BID PACKAGE

**CUYAHOGA COUNTY
DEPARTMENT OF PUBLIC WORKS**

HIGHWAY CONSTRUCTION

**LEE ROAD (C.R. 8) BRIDGE 00.77
DECK REPLACEMENT ON EXISTING BRIDGE OVER MILL CREEK
IN THE CITY OF MAPLE HEIGHTS, OHIO**

CONTENTS:

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

PROPOSAL PACKAGE
DEPARTMENT OF PUBLIC WORKS
HIGHWAY CONSTRUCTION

LEE ROAD (C.R. 8) BRIDGE 00.77
DECK REPLACEMENT ON EXISTING BRIDGE OVER MILL CREEK
IN THE CITY OF MAPLE HEIGHTS, OHIO

COUNTY REQUISITION NUMBER 26230

BID DUE DATE: March 21, 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) |

SCHIRMER CONSTRUCTION LLC

LEE ROAD BRIDGE 00.77 DECK REPLACEMENT ON EXISTING BRIDGE OVER MILL CREEK IN THE CITY OF MAPLE HEIGHTS

CONTRACT COMPILATION SEQUENCE

- 1. CONTRACT AWARD RESOLUTION**
- 2. COUNTY OF CUYAHOGA, OHIO FORM OF AGREEMENT**
- 3. PREVAILING WAGES PUBLIC IMPROVEMENT AGREEMENT**
- 4. CERTIFICATE OF EXEMPTION**
- 5. DEPARTMENT OF PUBLIC WORKS ESCROW FORM**
- 6. CORPORATE RESOLUTION**
- 7. BID GUARANTY AND CONTRACT BOND**
- 8. CERTIFICATE OF LIABILITY INSURANCE**
- 9. WORKMEN'S COMPENSATION CERTIFICATE**
- 10. W-9 FORM**
- 11. BUSINESS NAME FILING**
- 12. AUDITOR'S FINDINGS**
- 13. DRUG FREE WORKPLACE PROGRAM VERIFICATION**
- 14. AWARD LETTER**
- 15. DEPARTMENT OF PUBLIC WORKS BID RESULTS**
- 16. DEPUTY CHIEF APPROVAL LETTER TO ADVERTISE**
- 17. CONTRACT RELATED DOCUMENTS**

- A. LEGAL NOTICE – INSTRUCTION TO BIDDERS**
- B. REQUIRED BID DOCUMENTS**
- C. SAMPLE CONTRACT FORMS**
- D. PREVAILING WAGE RATES**
- E. SBE RELATED DOCUMENTS**
- F. SPECIFICATION BOOKLET**

**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 Schirmer Construction LLC, an Ohio Company, with offices located at 31350 Industrial Parkway, North Olmsted, Ohio 44070,

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:

Lee Road Bridge 00.77 Deck Replacement on existing Bridge over Mill Creek in the City of Maple Heights, Ohio

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

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

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

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

One Hundred Seventy-three Thousand Two Hundred Eighty-two and
00/100 _____

\$173,282.00

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

2013-06-24 13:57:37

FIRM:

Schirmer Construction LLC

SIGNATURE:



PRINTED NAME:

Nick Lafigliola, P.E.

TITLE:

President

**Prevailing Wages
Public Improvement Agreement**

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

I hereby agreed:

1. That the County of Cuyahoga, Ohio shall obtain the prevailing wage rate determination and attach it to the specifications for the work and during otherwise comply with Ohio Revised Code, Section 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:** _____

CONTRACTOR

2013-06-24 13:57:39

FIRM: Schirmer Construction LLC

SIGNATURE:

Nick Lafigliola

DATE: APRIL 8, 2013

PRINTED NAME: Nick Lafigliola, P.E.

TITLE: 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: Lee Road Bridge 00.77 Deck Replacement on existing
Bridge over Mill Creek in the City of Maple Heights,
Ohio

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 Nick Iafigliola, P.E.

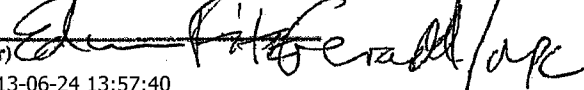
Title President

Address 31350 Industrial Parkway

North Olmsted, Ohio 44070

Date APRIL 8, 2013

Edward FitzGerald, County Executive

Signed 
(Owner)
2013-06-24 13:57:40

By _____

Title _____

Address _____

Date _____

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

☒

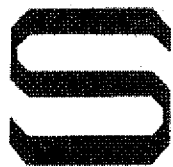
PNC Bank

☐

First Merit Bank

☐

Signature *Kenneth Michael, CFO/TREASURER*



SCHIRMER CONSTRUCTION LLC

GENERAL CONTRACTOR • COMMERCIAL • INDUSTRIAL • STRUCTURES
CONSTRUCTION MANAGER • DESIGN BUILD

April 2, 2013

Cuyahoga County
Department of Public Works
2100 Superior Viaduct
Cleveland, OH 44113

Re: Lee Road Bridge 00.77 Deck Replacement on Existing Bridge
over Mill Creek in the City of Maple Heights, RQ#26230

Dear Sir or Madam:

This letter will serve as notification that Nick Iafigliola, President and Managing Member, of Schirmer Construction LLC, 31350 Industrial Parkway, North Olmsted, Ohio 44070 is authorized and empowered to execute, on part of our Limited Liability Company, the above described contract, bonds or other instruments of writing required by the Cuyahoga County Department of Public Works.

Regards,
Schirmer Construction LLC

Kenneth I. Michael
Secretary/Treasurer/Member

www.SchirmerLLC.com

31350 Industrial Parkway • North Olmsted, Ohio 44070

Phone: 440.716.4900 • Fax Industrial: 440.716.4907 • Fax Commercial: 440.716.4908

Equal Opportunity Employer

BID GUARANTY AND CONTRACT BOND
(Section 153.54 (B) and 153.571 O.R.C.)

KNOW ALL MEN BY THESE PRESENTS, That We, the Undersigned, SCHIRMER CONSTRUCTION LLC as Principal, and Travelers Casualty & Surety Company of America as Surety, are hereby held and firmly bound unto Cuyahoga Co. Bd. of Comm. as obligee in the penal sum of the dollar amount of the bid submitted by the Principal to the Obligee on March 21st, 2013 to undertake the project known as

Lee Road (C.R. 8) Bridge 00.77 Deck Replacement on Existing Bridge over Mill Creek in the City of Maple Heights, Ohio

The penal sum referred to herein shall be the dollar amount of the principal's bid to the obligee, incorporating any additive or deductive alternate Proposals made by the Principal on the date referred to above to the obligee, which are accepted by the obligee. In no case shall the penal sum exceed the amount of _____ Dollars (\$ _____)

(If the above line is left blank, the penal sum will be the full amount of the Principal's bid, including alternates. Alternatively, if completed, 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 will and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Signed this 21st day of March in the year 2013

THE CONDITION OF THE ABOVE OBLIGATION is such that, whereas the above named Principal has submitted a bid for the above project;

Now, therefore, if the Obligee 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 materials; and in the event the Principal pays to the obligee 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 Obligee may in good faith contract with the next lowest bidder to perform the work covered by the bid; or in the event the Obligee does not award the contract to the next lowest bidder and resubmits the project for bidding, the Principal pays to the Obligee the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid, or the cost in connection with the resubmission, of reprinting 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 Obligee 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;

IF THE SAID principal shall well and faithfully perform each and every condition of such Contract; and Indemnify the obligee against all damage suffered by failure to perform such Contract according to the provisions thereof and in accordance with the plans, details, specifications, and bills of material therefore; and shall pay all lawful claims of subcontractors, materialmen, 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 Obligee herein, then this obligation shall be void; otherwise the same 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 modification, omissions, or additions, in or to the terms of said contract of in or to the plans or specifications therefore shall in any wise affect the obligations of said Surety on its bond, and it does hereby waiver notice of any such modifications, omissions or additions to the terms of the Contract or to the work or to the Specifications.

Principal: SCHIRMER CONSTRUCTION LLC
Address: 31350 Industrial Parkway
North Olmsted, OH 44070

Surety: Travelers Casualty & Surety Company of America

6150 Oak Tree Blvd. Ste 500
Independence, OH 44131

By: Nick Iafigliola
NICK IAFIGLIOLA, P.E.
PRESIDENT

By: Kelly M. Tomko
Kelly M. Tomko, Attorney-in-Fact

SEC. 9.32 REQUIRES AWARDDING AUTHORITIES, SIMULTANEOUSLY WITH NOTICE OF AWARD TO CONTRACTOR, TO GIVE WRITTEN NOTICE TO SURETY AND SURETY AGENT.

Agent's Names and Address: L. Calvin Jones & Company, 3744 Starr Centre Drive, Canfield, Ohio 44406

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

Ohio Department of Insurance

John R. Kasich - Governor
Mary Taylor - Lt. Governor/Director

Certificate of Compliance



| | |
|-----------|----------|
| Issued | 03/26/12 |
| Effective | 04/02/12 |
| Expires | 04/01/13 |

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

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

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
Ocean Marine
Other Liability
Private Passenger Auto - No Fault
Private Passenger Auto-Liability Other
Private Passenger-Phys Damage
Surety
Workers Compensation

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA certified in its annual statement to this Department as of December 31, 2011 that it has admitted assets in the amount of \$4,256,447,550, liabilities in the amount of \$2,604,372,282, and surplus of at least \$1,652,075,268.

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



TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF JUNE 30, 2011

CAPITAL STOCK \$ 6,480,000

| ASSETS | | LIABILITIES & SURPLUS | |
|--|------------------|---|------------------|
| CASH AND INVESTED CASH | \$ 114,872,285 | UNEARNED PREMIUMS | \$ 798,704,180 |
| BONDS | 3,546,592,212 | LOSSES | 941,939,863 |
| INVESTMENT INCOME DUE AND ACCRUED | 48,889,952 | REINSURANCE PAYABLE ON PAID LOSSES & LOSS ADJ. EXPENSES | 2,254,087 |
| OTHER INVESTED ASSETS | 422,372,168 | LOSS ADJUSTMENT EXPENSES | 518,743,284 |
| PREMIUM BALANCES | 270,881,422 | COMMISSIONS | 21,334,290 |
| NET DEFERRED TAX ASSET | 61,045,090 | TAXES, LICENSES AND FEES | 54,924,898 |
| REINSURANCE RECOVERABLE | 15,379,846 | OTHER EXPENSES | 19,842,342 |
| RECEIVABLES FROM PARENT, SUBSIDIARIES AND AFFILIATES | 60,449,587 | FUNDS HELD UNDER REINSURANCE TREATIES | 94,887,888 |
| SECURITIES LENDING REINVESTED COLLATERAL ASSETS | 5,022,088 | CURRENT FEDERAL AND FOREIGN INCOME TAXES | 38,210,145 |
| UNDISTRIBUTED PAYMENTS | 4,596,704 | REMITTANCES AND ITEMS NOT ALLOCATED | 18,181,415 |
| OTHER ASSETS | 12,518 | AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS | 28,557,326 |
| | | RETROACTIVE REINSURANCE RESERVE ASSUMED | 3,378,189 |
| | | POLICYHOLDER DIVIDENDS | 8,951,585 |
| | | PROVISION FOR REINSURANCE | 5,357,827 |
| | | PAYABLE FOR SECURITIES | 24,898,883 |
| | | PAYABLE FOR SECURITIES LENDING | 5,022,088 |
| | | CEDED REINSURANCE NET PREMIUMS PAYABLE | (38,778,083) |
| | | ESCHEAT LIABILITY | 683,441 |
| | | OTHER ACCRUED EXPENSES AND LIABILITIES | 314,201 |
| | | TOTAL LIABILITIES | \$ 2,543,878,949 |
| | | | |
| | | CAPITAL STOCK | \$ 6,480,000 |
| | | PAID IN SURPLUS | 433,803,760 |
| | | OTHER SURPLUS | 1,585,473,108 |
| | | TOTAL SURPLUS TO POLICYHOLDERS | \$ 2,095,756,868 |
| | | | |
| TOTAL ASSETS | \$ 4,549,535,872 | TOTAL LIABILITIES & SURPLUS | \$ 4,549,635,817 |

STATE OF CONNECTICUT)
COUNTY OF HARTFORD) ss.
CITY OF HARTFORD)

MICHAEL J. DODDY, BEING DULY SWORN, SAYS THAT HE IS SECOND VICE PRESIDENT, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 30TH DAY OF JUNE, 2011.

Michael J. Doddy
SECOND VICE PRESIDENT

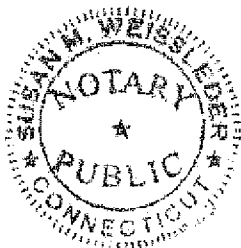
SUBSCRIBED AND SWORN TO BEFORE ME THIS
15TH DAY OF SEPTEMBER, 2011

Susan M. Weissleder
NOTARY PUBLIC

SUSAN M. WEISSLEDER

Notary Public

My Commission Expires November 30, 2012





POWER OF ATTORNEY

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company

Attorney-In Fact No. 224863

Certificate No. 005338516

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Alvin A. Miller, Jr., Kelly M. Tomko, Richard M. Wisnoskey, Kelly D. Davis, Keith Miller, Jill R. Chambers, Mark A. Zeidenstein, and Jim Klingensmith

of the City of Canfield, State of Ohio, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 17th day of January, 2013.

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company



State of Connecticut
 City of Hartford ss.

By: Robert L. Raney
 Robert L. Raney, Senior Vice President

On this the 17th day of January, 2013, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
 My Commission expires the 30th day of June, 2016.



Marie C. Tetreault
 Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 21ST day of MARCH, 20 13


Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/28/2013

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 L. Calvin Jones & Company 3744 Starr Centre Drive P.O. Box 159 Canfield OH 44406-0159 | | CONTACT NAME: Nancy Hritz PHONE (A/C No. Ext.): (330) 533-1195 FAX (A/C No.): (330) 533-7583 E-MAIL ADDRESS: nhritz@lcalvinjones.com | |
| INSURED Schirmer Construction LLC 31350 Industrial Parkway North Olmsted OH 44070 | | INSURER(S) AFFORDING COVERAGE INSURER A: National Fire Ins of Hartford INSURER B: Continental Insurance Co. INSURER C: Continental Casualty INSURER D: INSURER E: INSURER F: | |

COVERAGES

CERTIFICATE NUMBER: 13-14 LLC Master

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 INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|--------------------|-------------------------|-------------------------|--|
| A | GENERAL LIABILITY | | | | | | EACH OCCURRENCE \$ 1,000,000 |
| | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 |
| | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | X | | C 5090947790 | 1/1/2013 | 10/1/2014 | MED EXP (Any one person) \$ 15,000 |
| | | | | | | | PERSONAL & ADV INJURY \$ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | |
| | <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC | | | | | | GENERAL AGGREGATE \$ 2,000,000 |
| | | | | | | | PRODUCTS - COM/PROP AGG \$ 2,000,000 |
| | | | | | | | \$ |
| B | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 |
| | <input checked="" type="checkbox"/> ANY AUTO | | | C 5090947806 | 1/1/2013 | 10/1/2014 | BODILY INJURY (Per person) \$ |
| | <input type="checkbox"/> ALL OWNED AUTOS | | | | | | BODILY INJURY (Per accident) \$ |
| | <input type="checkbox"/> HIRED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) \$ |
| | | | | | | | \$ |
| C | <input checked="" type="checkbox"/> UMBRELLA LIAB | | | | | | EACH OCCURRENCE \$ 10,000,000 |
| | <input type="checkbox"/> EXCESS LIAB | | | | | | AGGREGATE \$ 10,000,000 |
| | <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTIONS \$ 0 | | | C 5090947823 | 1/1/2013 | 10/1/2014 | \$ |
| A | XXXXXX EMPLOYERS' LIABILITY | | | | | | WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTH-ER |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | | N/A | C 5090947790 | 1/1/2013 | 10/1/2014 | E.L. EACH ACCIDENT \$ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | Ohio Stop Gap Only | | | 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)

RE: Lee Road Bridge 00.77 Deck Replacement on Existing Bridge Over Mill Creek in the City of Maple Heights, RQ#26230

Cuyahoga County, The Cuyahoga County Department of Public Works, and their officers, agents and employees are named as an Additional Insureds on the General Liability coverage when required by written contract, as respects to work performed for them by the Named Insured, as their interest may appear.

CERTIFICATE HOLDER

CANCELLATION

Cuyahoga County
Department of Public Works
Julie Conway
2429 Superior Viaduct
Cleveland, OH 44113

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Nancy Hritz/NAH

Nancy A. Hritz



**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

1654275

01/01/2013 Thru 08/31/2013

SCHIRMER CONSTRUCTION LLC
31350 INDUSTRIAL PARKWAY
NORTH OLMSTED, OH 44070



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.

DP-29 BWC-1629 7/7/08

| 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 | <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="flex: 1;"> Signature of U.S. person ▶ <i>Kenneth J. Michael, CFO/TREASURER</i> </div> <div style="flex: 0 0 150px;"> Date ▶ <i>3/28/13</i> </div> </div> |

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.



| | | | | | | | |
|------------|--------------|--|--------|-------|---------|------|------|
| DATE: | DOCUMENT ID | DESCRIPTION | FILING | EXPED | PENALTY | CERT | COPY |
| 06/30/2011 | 201118100103 | ARTICLES OF ORGNZTN/DOM. PROFIT LIM.LIAB. CO. (LCP) | 125.00 | .00 | | .00 | .00 |

Receipt

This is not a bill. Please do not remit payment.

WALTER & HAVERFIELD LLP
ATTN: REGINALD JORDAN
1301 EAST NINTH STREET, SUITE 3500
CLEVELAND, OH 44114

STATE OF OHIO CERTIFICATE

Ohio Secretary of State, Jon Husted

2031194

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

SCHIRMER CONSTRUCTION LLC

and, that said business records show the filing and recording of:

Document(s)

ARTICLES OF ORGNZTN/DOM. PROFIT LIM.LIAB. CO.

Document No(s):

201118100103

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 28th day of June, A.D.
2011.

Ohio Secretary of State

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: schirmer construction llc
Date: 04/08/2013

This search produced the following list of possible matches:

27 Possible matches were found

| Name/Organization | Address |
|---|--|
| Bischof, Ronald | 3227 Rustic Valley Drive Medina, OH 44256 |
| Discher, Annemeri | 235 Pleasand Avenue Geneva, OH 44041 |
| Fischbach, Justin G. | 26986 Glenside Lane Olmsted Township, OH 44138 |
| Harmony Community School | , OH |
| Harmony Community School, c/o Buckeye Community Hope Foundation | 3021 East Dubli Granville Road Columbus OH 43231 |
| Harmony Community School, c/o Buckeye Community Hope Foundation | 3021 East Dublin Granville Rd. Columbus, OH 43231 |
| Harmony Community School, c/o Buckeye Community Hope Foundation | 3021 East Dublin Granville Road Columbus, OH 43231 |
| Harmony Community School, c/o Buckeye Community Hope Foundation | 3021 East Dublin-Granville Rd. Columbus, OH 43231 |

| | |
|---|--|
| Harmony Community School, c/o Buckeye Community Hope Foundation | 3021 East Dublin Granville Rd. Columbus, OH 43231 |
| Harte Crossroads High School | 350 Columbus City Center Drive Columbus, OH 43215 |
| Harte Crossroads Public Schools | 350 Columbus City Center Drive Columbus, OH 43215 |
| Institute of Charter School Management and Resources | 368 South Patterson Boulevard Dayton, OH 45402 |
| PACE High School | 1601 California Avenue Cincinnati, OH 45237 |
| Rhea Academy Community School | |
| Roush-Schroeder, Cindy | 1367 Roush Road Shelby, OH 44875 |
| Schaefer, Tom | 1565 Integrity Drive E. Columbus, OH 43215 |
| Schaeffer, Tom | 5562 Springdale Road Cincinnati, OH 45251 |
| Schaeffer, Herman | , OH |
| Schaeffer, Joyce | , OH |
| Scheel, William | , OH |
| Scherf, Randal | 41200 Ravens Edge Way LaGrange, OH 44050 |
| Schmidt, Creston | 1278 Vicki Lebanon, OH 45036 |
| Schneider, David | 20088 Center Ridge Road Rocky River, OH 44116 |
| Schutzman, Edward | 4668 Beechknoll Lane Liberty Township, OH 45011 |
| Schweikert, Mark | 109 Conren Drive McArthur, OH 45651 |
| The Harte School | 350 Columbus City Center Drive Columbus, OH 43215 |
| The International Preparatory School | 1301 East 9th Street, Suite 1900 Cleveland OH 44114 |

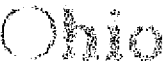
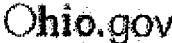










The above list represents possible matches for the search criteria you entered. Please note that pursuant to ORC 9.24, only the person (which includes an organization) actually named in the finding for recovery is prohibited from being awarded a contract.

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

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

Please note that pursuant to ORC 9.24, it is the responsibility of the public office to verify that a person to whom it plans to award a contract does not appear in the Auditor of State's database. The Auditor of

State's office is not responsible for inaccurate search results caused by user error or other circumstances beyond the Auditor of State's control.

| | |
|---|---|
|   State Agencies Online Services | |
| <div style="text-align: right;"> search  </div> <div style="text-align: right;">    </div> | |
| <div> HOME WORKERS EMPLOYERS SAFETY SERVICES MEDICAL PROVIDERS BWC LIBRARY CONTACT US </div> | |
| <div> Accident/Injury Info » Claim Costs/Reserves » Claim Info » Claim Payment » Claim Reference Info » Communications profile Custom Services » Payroll/Premium » Rates » Policy Management » Programs » Safety Services » Self-Insured » State-fund guide Forms Section Map Log Off </div> | <div> <input checked="" type="checkbox"/> log off <div>  help  print  search  glossary  contact  e-account </div> </div> |
| <div> OhioBWC - Employer - Service: (State construction contractor look-up) - Results </div> | |
| <div> <div> Policy number: 1654275-0 Company name: SCHIRMER CONSTRUCTION LLC Construction contractor status: APPROVED Construction contractor status date: 12/14/2012 4:19:44 PM </div> <div> search again </div> </div> | |
| <p>Note: BWC has designed this database for those responsible for ensuring that a construction contractor or subcontractor has a drug-free program that complies with HB 80 for any State of Ohio public improvement project. A contractor, subcontractor or lower-tier subcontractor in an APPROVED status has agreed to implement or has implemented a BWC-approved drug-free program (Drug-Free Safety or comparable program) which makes the company compliant with the mandate of the Ohio legislature through HB 80. While state contracting authorities are expected to review this database for the most current information, you may print this as verification of your current status.</p> | |
| <p>Online support available Monday through Friday 7:30 a.m. - 5:30 p.m. Click here to get help!</p> | <p>Click the Help tab in the upper-right hand corner for more status definitions.</p> |

| | | | | |
|-----------|-----------------------------------|---|--|---|
| Resources | About us | Locate a service office | Download forms or publications | Update communications profile |
| | Report fraud | Privacy | Site map | Help |
| | Pledge of Service | Industrial Commission of Ohio | | |



**CUYAHOGA COUNTY
DEPARTMENT of PUBLIC WORKS**

March 26, 2013

Nick Iafigliola, P.E.
Schirmer Construction LLC
31350 Industrial Parkway
North Olmsted, Ohio 44070

RE: Lee Road Bridge 00.77 Deck Replacement on Existing Bridge over Mill Creek in the City of Maple Heights, RQ#26230

Dear Mr. Iafigliola:

We are pleased to inform you that an award recommendation is being made to your company for the above mentioned project for \$173,282.00.

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

* A scanned copy of the documents can be emailed to jaconway@cuyahogacounty.us for quicker execution of the contract.

Sincerely

Juliann Conway, Contract Coordinator
Department of Public Works

Encl: Required Contract Documents

cc: B. Teeuwen, J. Charif, T. Sotak, D. Dillion, B. Finn, K. Celebrezze, S. Kosilesky,
M. Chambers, C. Jenkins, L. Straka, G. Cox, D. Mach

Department of Public Works Bid Results

Friday, March 22, 2013
11:59:11 AM

Letting Date 3/21/2013 Cuyahoga County Engineer's Estimate: \$180,000.00

RQ No.: 26230

Rep. No.: 14-13

Lee Road Bridge 00.77 Deck Replacement

On Existing Bridge over Mill Creek in the City of Maple Heights

Low Bidder Schirmer Construction Company

Perk Company, Inc.

\$172,282.00 -4.29%

\$197,073.00 9.49%

Notes:

LEE ROAD (C.R. 8) BRIDGE 00.77
OVER MILL CREEK IN THE CITY OF MAPLE HEIGHTS
PROJECT NO. 1077

Bid Tabs
3-21-13

| REF NO. | ITEM DESCRIPTION | WORK TYPE | UNIT | ESTIMATED QUANTITY | UNIT PRICE ESTIMATED DOLLARS | UNIT PRICE ESTIMATED I CTS | Schimier Construction Co. | UNIT PRICE ESTIMATED DOLLARS | UNIT PRICE ESTIMATED I CTS | Park Company, Inc. | | |
|-----------------|--|-----------|-------|--------------------|------------------------------|----------------------------|---------------------------|------------------------------|----------------------------|--------------------|----|-----------|
| EROSION CONTROL | | | | | | | | | | | | |
| 1 | SEEDING AND MULCHING, AS PER PLAN | 46 | SQ YD | 200 | \$ | 3.00 | \$ | 600.00 | \$ | 4.20 | \$ | 840.00 |
| 2 | EROSION CONTROL | 08 | EACH | 2000 | \$ | 1.00 | \$ | 2,000.00 | \$ | 1.00 | \$ | 2,000.00 |
| | | | | | \$ | | 2,600.00 | \$ | | 2,840.00 | | |
| TRAFFIC CONTROL | | | | | | | | | | | | |
| 3 | EDGE LINE, 4" | 45 | MILE | 0.08 | \$ | 3,000.00 | \$ | 240.00 | \$ | 2,800.00 | \$ | 224.00 |
| 4 | LANE LINE, 4" | 45 | MILE | 0.08 | \$ | 1,800.00 | \$ | 108.00 | \$ | 1,500.00 | \$ | 90.00 |
| 5 | CENTER LINE | 45 | MILE | 0.21 | \$ | 5,400.00 | \$ | 1,134.00 | \$ | 5,200.00 | \$ | 1,092.00 |
| 6 | CHANNELIZING LINE, 8" | 45 | FT | 240 | \$ | 2.00 | \$ | 480.00 | \$ | 1.80 | \$ | 432.00 |
| 7 | STOP LINE | 45 | FT | 120 | \$ | 11.00 | \$ | 1,320.00 | \$ | 10.00 | \$ | 1,200.00 |
| 8 | CROSSWALK LINE | 45 | FT | 280 | \$ | 5.00 | \$ | 1,300.00 | \$ | 4.00 | \$ | 1,040.00 |
| 9 | TRANSVERSE/DIAGONAL LINE | 45 | FT | 1060 | \$ | 6.00 | \$ | 6,300.00 | \$ | 5.50 | \$ | 5,775.00 |
| 10 | LANE ARROW | 45 | EACH | 4 | \$ | 150.00 | \$ | 600.00 | \$ | 145.00 | \$ | 580.00 |
| 11 | WORD ON PAVEMENT, 96" | 45 | EACH | 2 | \$ | 170.00 | \$ | 340.00 | \$ | 165.00 | \$ | 330.00 |
| | | | | | \$ | | 11,822.00 | \$ | | 10,763.00 | | |
| STRUCTURE | | | | | | | | | | | | |
| 12 | REMOVAL MISC.: EXISTING DECK CONCRETE INCLUDING PORTIONS OF BACKWALLS AND APPROACH SLABS | 29 | CU YD | 36 | \$ | 740.00 | \$ | 26,640.00 | \$ | 1,090.00 | \$ | 38,150.00 |
| 13 | REMOVAL MISC.: EXISTING DECK CONCRETE, VARIABLE THICKNESS | 29 | CU YD | 7 | \$ | 840.00 | \$ | 5,980.00 | \$ | 2,000.00 | \$ | 14,000.00 |
| 14 | EPOXY COATED REINFORCING STEEL, AS PER PLAN | 23 | POUND | 2000 | \$ | 2.00 | \$ | 4,000.00 | \$ | 2.70 | \$ | 5,400.00 |
| 15 | CLASS HP CONCRETE, BRIDGE DECK, AS PER PLAN | 38 | CU YD | 35 | \$ | 850.00 | \$ | 29,750.00 | \$ | 1,060.00 | \$ | 37,100.00 |
| 16 | CLASS HP CONCRETE, TEST SLAB | 38 | - | LUMP | \$ | 1,000.00 | \$ | 1,000.00 | \$ | 1,430.00 | \$ | 1,430.00 |
| 17 | CLASS HP CONCRETE, TESTING | 38 | - | LUMP | \$ | 4,500.00 | \$ | 4,500.00 | \$ | 7,000.00 | \$ | 7,000.00 |

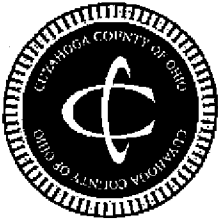
LEE ROAD (C.R. 8) BRIDGE 00.77
OVER MILL CREEK IN THE CITY OF MAPLE HEIGHTS
PROJECT NO. 1077

Bld Tabs
3-21-13

| REF NO. | ITEM DESCRIPTION | WORK TYPE | UNIT | ESTIMATED QUANTITY | UNIT PRICE ESTIMATED DOLLARS | CTS | Schimmer Construction Co. | UNIT PRICE ESTIMATED DOLLARS | CTS | Park Company, Inc. |
|---------|--|-----------|-------|--------------------|------------------------------|-----------|---------------------------|------------------------------|-----|--------------------|
| 18 | CONCRETE, MISC.: CLASS HP CONCRETE, BRIDGE DECK, VARIABLE THICKNESS, AS PER PLAN | 38 | CU YD | 7 | \$ | 450.00 | \$ | 3,150.00 | \$ | 2,085.00 |
| 19 | JOINT SEALER, AS PER PLAN | 27 | FT | 220 | \$ | 8.00 | \$ | 1,760.00 | \$ | 1,825.00 |
| 20 | PATCHING CONCRETE STRUCTURE, MISC.: PRESTRESSED CONCRETE BOX BEAM REPAIR | 29 | SQ FT | 220 | \$ | 88.00 | \$ | 19,360.00 | \$ | 7,348.00 |
| 21 | PATCHING CONCRETE STRUCTURE, MISC.: CLEAN AND REPAIR PRESTRESSED CONCRETE BOX BEAM KEYWAY JOINTS | 29 | FT | 150 | \$ | 31.00 | \$ | 4,650.00 | \$ | 4,745.00 |
| 22 | ASBESTOS ABATEMENT | NR | - | LUMP | \$ | 100.00 | \$ | 100.00 | \$ | 100.00 |
| 23 | ASBESTOS INSPECTION | NR | EACH | 1 | \$ | 250.00 | \$ | 250.00 | \$ | 1,000.00 |
| | | | | | \$ | | | 100,300.00 | \$ | 120,159.00 |
| | MAINTENANCE OF TRAFFIC | | | | | | | | | |
| 24 | MAINTAINING TRAFFIC | 38 | - | LUMP | \$ | 15,000.00 | \$ | 15,000.00 | \$ | 12,000.00 |
| 25 | LAW ENFORCEMENT OFFICER WITH PATROL CAR FOR ASSISTANCE | 38 | HOUR | 50 | \$ | 50.00 | \$ | 2,500.00 | \$ | 3,000.00 |
| 26 | PORTABLE CHANGEABLE MESSAGE SIGN | 39 | DAY | 28 | \$ | 110.00 | \$ | 3,080.00 | \$ | 2,800.00 |
| 27 | WORK ZONE CENTER LINE, CLASS I, 740.06, TYPE I, AS PER PLAN | 39 | MILE | 0.26 | \$ | 10,000.00 | \$ | 2,600.00 | \$ | 2,744.00 |
| 28 | WORK ZONE EDGE LINE, CLASS I, 740.06, TYPE I, AS PER PLAN | 39 | MILE | 0.30 | \$ | 5,000.00 | \$ | 1,500.00 | \$ | 1,740.00 |
| 29 | WORK ZONE CHANNELIZING LINE, CLASS I, 740.06, TYPE I, AS PER PLAN | 39 | FT | 120 | \$ | 3.00 | \$ | 360.00 | \$ | 252.00 |
| 30 | WORK ZONE DOTTED LINE, CLASS I, 740.06, TYPE I, AS PER PLAN | 39 | FT | 350 | \$ | 4.00 | \$ | 1,400.00 | \$ | 1,050.00 |
| 31 | WORK ZONE TRANSVERSE/DIAGONAL LINE, CLASS I, 740.06, TYPE I, AS PER PLAN | 39 | FT | 450 | \$ | 3.00 | \$ | 1,350.00 | \$ | 945.00 |
| 32 | WORK ZONE STOP LINE, CLASS I, 740.06, TYPE I, AS PER PLAN | 39 | FT | 180 | \$ | 6.00 | \$ | 1,080.00 | \$ | 900.00 |
| 33 | WORK ZONE ARROW, CLASS I, 740.06, TYPE I, AS PER PLAN | 39 | EACH | 4 | \$ | 180.00 | \$ | 640.00 | \$ | 580.00 |
| 34 | WATER | NR | M GAL | 10 | \$ | 25.00 | \$ | 250.00 | \$ | 500.00 |
| 35 | CALCIUM CHLORIDE | NR | TON | 1 | \$ | 400.00 | \$ | 400.00 | \$ | 400.00 |
| 36 | REMOVAL OF PAVEMENT MARKING | 39 | FT | 4200 | \$ | 2.00 | \$ | 8,400.00 | \$ | 6,400.00 |
| | | | | | \$ | | | 39,080.00 | \$ | 35,311.00 |

Bid Tabs
3-21-13

[illegible]



TO: Bonnie Teeuwen, Director, Department of Public Works

FROM: Edward FitzGerald, County Executive

DATE: February 8, 2013

SUBJECT: Deputy Chief Approval

Deputy Chief Approval No. DC2013-32

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:

a) on RQ26230 for the deck replacement on Lee Road Bridge No. 00.77 over Mill Creek in the City of Maple Heights for an estimated cost not-to-exceed \$180,000.00.

Edward FitzGerald, County Executive

Approved: 2013-03-11 09:06:07

Ed FitzGerald/apc