

# **BID PACKAGE**

**CUYAHOGA COUNTY  
DEPARTMENT OF PUBLIC WORKS**

**HIGHWAY CONSTRUCTION**

**FITCH ROAD (CR-170)  
FIRE STATION EMERGENCY  
VEHICLE SIGNAL INSTALLATION  
IN OLMSTED TOWNSHIP, 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**

**FITCH ROAD (CR-170)  
FIRE STATION EMERGENCY  
VEHICLE SIGNAL INSTALLATION  
IN OLMSTED TOWNSHIP, OHIO**

COUNTY REQUISITION NUMBER RQ- 21486

BID DUE DATE: NOVEMBER 8, 2011  
(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**

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

**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 Perram Electric, Inc., an Ohio corporation located at 6882 Ridge Road, Wadsworth, Ohio 44281

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:

**Installation of a traffic signal at the Fitch Road Fire Station in Olmsted Township**

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

**Fifty Thousand Seven Hundred Thirty-eight and 28/100**

**Dollars \$50,738.28**

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:

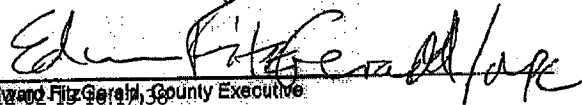
IF AN INDIVIDUAL, DOING BUSINESS UNDER A FIRM NAME, SO STATE, GIVING BOTH NAMES.

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

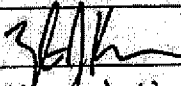
FIRM:

Perram Electric, Inc.

SIGNATURE:

PRINTED NAME:

TITLE:

  
Zoltan J. Kovacs  
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:** Installation of a traffic signal at the Fitch Road Fire Station in Olmsted Township

**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.

Edward FitzGerald, County Executive

Signed

3/6/11  
(Contractor/Vendor)

Signed

Ed FitzGerald/apc  
(Owner)  
2012-02-13 16:17:39

By

Zoltan J. Kovacs

By

\_\_\_\_\_

Title

President

Title

\_\_\_\_\_

Address

6882 Ridge Road

Address

\_\_\_\_\_

Wadsworth OH 44281

\_\_\_\_\_

Date

12-14-11

Date

\_\_\_\_\_

**Prevailing Wages  
Public Improvement Agreement**

This agreement is made this \_\_\_\_\_ day of \_\_\_\_\_ A.D., between the County of Cuyahoga, Ohio and the Contractor, Perram Electric, 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 4115.04.
2. That the contract between the County of Cuyahoga, Ohio and the Contractor and the Contract between the Contractor and all subcontractors shall contain a provision requiring all contractors and subcontractors performing work on the project to pay a rate of wages not less than the wage rate determined by the Department of Industrial Relations, State of Ohio for the project.
3. That the Contractor shall post in a prominent and accessible place on the site of the project a legible statement of the schedule of wage rates specified in the contract to the various classifications of laborers, workers, and mechanics employed and shall cause the statement to remain posted the life of each contract pursuant to Ohio Revised Code, Section 4115.07.
4. That the County of Cuyahoga, Ohio shall give notice to the Contractor and the Contractor shall give notice to the subcontractors that they shall file certified payroll reports and the affidavit required by Ohio Revised Code, Sections 4115.07 and 4115.071.
5. That the County of Cuyahoga, Ohio shall appoint a Prevailing Wage Coordinator who shall exercise the duties imposed by the Ohio Revised Code, Section 4115.071 and as set forth by the Ohio Attorney General. The duties of the Prevailing Wage Coordinator are incorporated herein:
  - a) Set up and maintain files containing all contractors' and subcontractors' payroll reports.
  - b) Maintain a list of pay dates.
  - c) Within two (2) weeks after the first payday, receive from each contractor a certified copy of its payroll report. Certified means that it must be sworn to and signed by the Contractor.
    - 1) If the project is to exceed four (4) months, all reports after the initial report (the initial report must be filed within two (2) weeks) can be filed once per month.
    - 2) If the project is to last less than four (4) months, all reports are to be filed weekly after the initial report.
  - d) Monitor compliance with the Prevailing Wage Law, which includes site visits to verify that the required postings and job classifications are being complied with.
  - e) At the completion of the project, the Wage Coordinator is to require an Affidavit of Compliance from each contractor. An affidavit must be sworn and notarized.
  - f) The Coordinator is to report any non-compliance to the Director of the Department of Industrial Relations, State of Ohio in writing.
6. The County of Cuyahoga, Ohio shall notify the Contractor and the Contractor shall notify each subcontractor of the identity of the Prevailing Wage Coordinator.
7. That upon notice of the Prevailing Wage Coordinator or the Department of Industrial Relations to the Contractor of a failure by a contractor or subcontractor to comply with the reporting requirements of the Ohio Revised Code, Section 4115.071 (C), the Contractor shall take such steps as are necessary to cause the contractor, subcontractor, or other person to comply.
8. That, upon notice to the County of Cuyahoga, Ohio by the Department of Industrial of any apparent violation of the requirements of Chapter 1145 by any contractor or subcontractor, the County of Cuyahoga, Ohio shall withhold any further payments to the Contractor on this project.
9. The Contractor shall file a complete list of all subcontractors with the Prevailing Wage Coordinator prior to the start of construction.
10. The Contractor shall be responsible for the compliance with all requirements of Ohio Revised Code, Chapter 4115 with regard to its own work force and all subcontractors.
11. That nothing in this agreement shall be construed as a limitation or restriction on any party to avoid itself of any procedure or remedy available to them in Ohio Revised Code, Chapter 1145.

**THE COUNTY OF CUYAHOGA, OHIO**

Edward FitzGerald, County Executive

**EDWARD FITZGERALD  
COUNTY EXECUTIVE:**

2012-02-13 16:17:41

**CONTRACTOR**

**FIRM:** Perram Electric, Inc.

**SIGNATURE:** [Signature]

**DATE:** 12-14-11

**PRINTED NAME:** Zoltan J Kovacs

**TITLE:** President



## 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:** Perram Electric, Inc.

**Date:** 12/16/2011

This search produced the following list of possible matches:

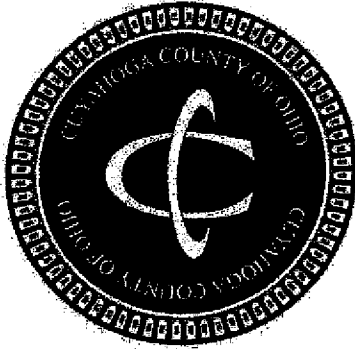
11 Possible matches were found

Name/Organization	Address
Cooperrider, Thad	121 W. Broad St., P.O. Box 248 New Lexington, OH 43764
Kamperman, Christy	6692 Appleridge Circle Boardman, OH 44512
Kochersperger, Jill	42 Ashgrove Court Franklin, OH 45005
Loper, Susan	418 West Pearl Street Willard, OH 44890
McPherson Property Group, Inc.	, OH
Perkins, Kevin	5 Aspen lane Cartersville, GA 40120
Perkins, Martha	163 S. High St. Jackson, OH 45640
Perkins, William	, OH
Perry, Janet	6228 Beechview circle Cincinnati, OH 45213
Persons, Gary	4111 Commonwealth Drive Bryant, AK 72022
Persons, Gary	4111 Commonwealth Drive Bryant, AR 72022

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).



Requisition Number: 21486

## Cuyahoga County Vendor Certification

**At the time of bid submittal, all bidders shall certify that:**

- 1 Vendor 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.
- 2 Vendor does not have an Experience Modification Rating greater than 1.5 with respect to the Bureau of Workers Compensation risk assessment rating;
- 3 Vendor is in compliance and will remain in compliance with Federal and Ohio Equal Opportunity Employment Laws;
- 4 Vendor 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.
- 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 (ten) 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;
- 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 five (5) years;
- 7 Vendor has not had the professional license of any of its employees revoked in the past five (5) years in Ohio or any other state;
- 8 Vendor 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;
- 9 Vendor 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;
- 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;
- 11 Vendor 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 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;
- 12 Vendor 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.
- 13 Vendor shall provide access as needed and allow the Agency of the Inspector General to perform the functions provided for in Section 3.12 of (the Cuyahoga County 2011-0014) ordinance;
- 14 Vendor shall require all if its subcontractors, at the time of execution of a subcontract, to make all of the certifications required (within this form).

Initials (Required for each item)
✓ ZSK
✓ ZSK
✓ ZSK
✓ ZSK
✓ ZSK
✓ ZSK
✓ ZSK
✓ ZSK
✓ ZSK
✓ ZSK
✓ ZSK
✓ ZSK
✓ ZSK
✓ ZSK
✓ ZSK

I, Zoltan J. Kovacs of Perram Electric Inc. certify by the entry of  
(Printed name) (Company name)

my initials, that we meet the compliance criteria listed above.

Signature: Zoltan J. Kovacs Date: 11-7-11

Zoltan J. Kovacs President  
h/vendor compliance, Ordinance No. 2011-0014, section 3.8(L)



**Cuyahoga County**  
**Construction Vendor Ethics Training**  
**Certificate of Completion**

*is hereby granted to*

**trafftech inc.**

*November 2, 2011*



**GOVERNMENT BUSINESS AND FUNDING CONTRACTS**  
In accordance with section 2909.33 of the Ohio Revised Code

**DECLARATION REGARDING MATERIAL ASSISTANCE/NONASSISTANCE TO A TERRORIST ORGANIZATION**

This form serves as a declaration by an applicant for a government contract or funding of material assistance/nonassistance to an organization on the U.S. Department of State Terrorist Exclusion List ("TEL"). Please see the Ohio Homeland Security Division Web site for a copy of the TEL.

Any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided. Failure to disclose the provision of material assistance to such an organization or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree.

For the purposes of this declaration, "material support or resources" means currency, payment instruments, other financial securities, funds, transfer of funds, and financial services that are in excess of one hundred dollars, as well as communications, lodging, training, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

**COMPLETE THIS SECTION ONLY IF YOU ARE AN INDEPENDENT CONTRACTOR**

LAST NAME		FIRST NAME		MI
HOME ADDRESS				
CITY	STATE	ZIP	COUNTY	
HOME PHONE		WORK PHONE		

**COMPLETE THIS SECTION ONLY IF YOU ARE A COMPANY, BUSINESS OR ORGANIZATION**

BUSINESS/ORGANIZATION NAME <i>Perram Electric, Inc.</i>			PHONE <i>330-239-2661</i>	
BUSINESS ADDRESS <i>16882 Ridge Road</i>				
CITY <i>Wadsworth</i>	STATE <i>OH</i>	ZIP <i>44281</i>	COUNTY <i>Medina</i>	
BUSINESS/ORGANIZATION REPRESENTATIVE NAME <i>Zoltan S. Kovacs</i>			TITLE <i>President</i>	

**DECLARATION**

In accordance with section 2909.32 (A)(2)(b) of the Ohio Revised Code

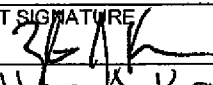
For each question, indicate either "yes," or "no" in the space provided. Responses must be truthful to the best of your knowledge.

- Are you a member of an organization on the U.S. Department of State Terrorist Exclusion List? ☐ Yes ☒ No
- Have you used any position of prominence you have with any country to persuade others to support an organization on the U.S. Department of State Terrorist Exclusion List? ☐ Yes ☒ No
- Have you knowingly solicited funds or other things of value for an organization on the U.S. Department of State Terrorist Exclusion List? ☐ Yes ☒ No
- Have you solicited any individual for membership in an organization on the U.S. Department of State Terrorist Exclusion List? ☐ Yes ☒ No
- Have you committed an act that you know, or reasonably should have known, affords "material support or resources" to an organization on the U.S. Department of State Terrorist Exclusion List? ☐ Yes ☒ No
- Have you hired or compensated a person you knew to be a member of an organization on the U.S. Department of State Terrorist Exclusion List, or a person you knew to be engaged in planning, assisting, or carrying out an act of terrorism? ☐ Yes ☒ No

If an applicant is prohibited from receiving a government contract or funding due to a positive indication on this form, the applicant may request the Ohio Department of Public Safety to review the prohibition. Please see the Ohio Homeland Security Web site for information on how to file a request for review.

#### **CERTIFICATION**

I hereby certify that the answers I have made to all of the questions on this declaration are true to the best of my knowledge. I understand that if this declaration is not completed in its entirety, it will not be processed and I will be automatically disqualified. I understand that I am responsible for the correctness of this declaration. I understand that failure to disclose the provision of material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List, or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree. I understand that any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided by myself or my organization. If I am signing this on behalf of a company, business or organization, I hereby acknowledge that I have the authority to make this certification on behalf of the company, business or organization referenced on page 1 of this declaration.

APPLICANT SIGNATURE X  Zoltan P. Kovacs, President	DATE 11-8-11
---	-----------------

CERTIFICATION OF COMPLIANCE WITH SECTION 3517.13 OF THE O.R.C.

Check all applicable boxes.

BUSINESS NAME:

Perram Electric Inc.

☐ CONTRACTS AWARDED TO INDIVIDUAL, PARTNERSHIP, OTHER UNINCORPORATED BUSINESS, ASSOCIATION (INCLUDING A PROFESSIONAL ASSOCIATION ORGANIZED UNDER CHAPTER 1785), ESTATE, OR TRUST MUST CONTAIN THE FOLLOWING CERTIFICATION:

Any contract for goods or services costing more than five hundred dollars must contain a certification by the contracting entity (vendor) that all of the following persons are in compliance with 3517.13(I)(1), limiting campaign contributions to the holder of the public office having the ultimate responsibility for the award of the contract:

- THE INDIVIDUAL
- EACH PARTNER OR OWNER OF THE PARTNERSHIP OR UNINCORPORATED BUSINESS
- EACH SHAREHOLDER OF THE ASSOCIATION
- EACH ADMINISTRATOR OF THE ESTATE
- EACH EXECUTOR OF THE ESTATE
- EACH TRUSTEE OF THE TRUST
- EACH SPOUSE OF ANY OF THE PRECEEDING PERSONS
- EACH CHILD SEVEN YEARS TO SEVENTEEN YEARS OF AGE OF ANY OF THE PRECEEDING PERSONS
- ANY COMBINATION OF THE PERSONS LISTED ABOVE

☒ CONTRACTS AWARDED TO A CORPORATION OR BUSINESS TRUST (EXCEPT A PROFESSIONAL ASSOCIATION ORGANIZED UNDER CHAPTER 1785) MUST CONTAIN THE FOLLOWING CERTIFICATION:

Any contract for goods or services costing more than five hundred dollars must contain a certification by the contracting entity (vendor) that all of the following persons are in compliance with 3517.13(J)(1), limiting campaign contributions to the holder of the public office having the ultimate responsibility for the award of the contract:

- EACH OWNER OF MORE THAN TWENTY PER CENT OF THE CORPORATION OR BUSINESS TRUST
- EACH SPOUSE OF AN OWNER OF MORE THAN TWENTY PER CENT OF THE CORPORATION OR BUSINESS TRUST
- EACH CHILD SEVEN YEARS TO SEVENTEEN YEARS OF AGE OF AN OWNER OF MORE THAN TWENTY PER CENT OF THE CORPORATION OR BUSINESS TRUST
- ANY COMBINATION OF THE PERSONS LISTED ABOVE

It is hereby certified that all of the persons listed above are in compliance with section 3517.13(I)(1) or 3517.13(J)(1) of the Ohio Revised Code, or

☐ IF CONTRACTING ENTITY IS A NONPROFIT CORPORATION ESTABLISHED UNDER ORC CHAPTER 1702, THE UNDERSIGNED CERTIFIES THAT SECTIONS 3517.13(I)(1) AND 3517.13(J)(1) ARE NOT APPLICABLE TO THE CONTRACTING ENTITY.

Zoltan J. Kovacs

PRINTED NAME

President

TITLE

361h

SIGNATURE

11-7-11

DATE

# BID GUARANTY AND CONTRACT BOND

(SECTION 153.571 Ohio Revised Code)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Perram Electric, Inc.

6882 Ridge Road Wadsworth OH 44281  
as principal and Ohio Farmers Insurance Company  
as sureties, are hereby held and firmly bound unto Cuyahoga County Commissioners  
1219 Ontario Room 110 Cleveland OH 44113  
as obligee in the penal sum of the dollar amount of the bid submitted by the  
principal to the obligee on November 8, 2011 to undertake the project known as  
Fitch Road (CR-170) Fire Station-Emergency Vehicle Signal Installation

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 foregoing blank 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 for the above referred 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 material; 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 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 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:

Now also, if the said principal shall well and faithfully do and perform the things agreed by the obligee to be done and performed according to the terms of said contract; and shall pay all lawful claims of subcontractors, materialmen, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any materialman or laborer having just claim, as well as for the obligee herein; then this obligation shall be void; otherwise the same to 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 or specifications therefor shall in any wise affect the obligations of said surety on its bond.

Signed this 8th day of November, 2011

PRINCIPAL

Perram Electric, Inc.

BY: 36 JK

Dolyn J. Kovacs

TITLE: President

SURETY: Ohio Farmers Insurance Company

BY: Amy M. Perdue

Attorney-in-Fact

Amy M. Perdue

Surety Phone No. 614-457-7000



SURETY COMPANY ADDRESS:

1000 Polaris Parkway

Street

Columbus

OH

43240

City

State

Zip

SURETY AGENT'S ADDRESS:

Willis of Ohio, Inc.

2245 North Bank Drive

Columbus

OH

43220

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 10/06/11, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. 3412842 02

General  
Power  
of Attorney

**Westfield Insurance Co.  
Westfield National Insurance Co.  
Ohio Farmers Insurance Co.**

Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint  
**JACK E. KEHL, JR., MARY K CRIST, AMY M. PERDUE, PAULA M. EBY, JOINTLY OR SEVERALLY**

of COLUMBUS and State of OH its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship.

**LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.**

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their Senior Executive and their corporate seals to be hereto affixed this 06th day of OCTOBER A.D., 2011.

Corporate  
Seals  
Affixed



WESTFIELD INSURANCE COMPANY  
WESTFIELD NATIONAL INSURANCE COMPANY  
OHIO FARMERS INSURANCE COMPANY

*Richard L. Kinnaird, Jr.*  
By: Richard L. Kinnaird, Jr., National Surety Leader and Senior Executive

State of Ohio  
County of Medina ss.:

On this 06th day of OCTOBER A.D., 2011, before me personally came Richard L. Kinnaird, Jr. to me known, who, being by me duly sworn, did depose and say, that he resides in Medina, Ohio; that he is Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial  
Seal  
Affixed



State of Ohio  
County of Medina ss.:

*William J. Kahelin*

William J. Kahelin, Attorney at Law, Notary Public  
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 24th day of NOVEMBER A.D., 2011.



*Frank A. Carrino*  
Frank A. Carrino, Secretary

**Financial  
Statement**

December 31, 2010

**Ohio Farmers Insurance Co.**

Westfield Center, Ohio 44251-5001

(in thousands)

ASSETS	
Cash, cash equivalents, and short term investments	14,208
Bonds	230,834
Stocks, unaffiliated	69,750
Stocks, affiliated	1,160,019
Real estate	59,538
Agents' balances and uncollected premiums, net	46,193
Interest and dividends accrued	3,224
Other admitted and intangible assets	<u>77,339</u>
Total admitted assets	<u>1,661,105</u>
LIABILITIES	
Reserve for unearned premiums	64,124
Reserve for unpaid losses and loss expenses	124,843
Reserve for taxes and other liabilities	<u>89,239</u>
Total liabilities	278,206
SURPLUS	
Capital stock	0
Other than special surplus funds	1,836
Surplus	<u>1,381,063</u>
Total surplus	1,382,899
Total liabilities and surplus	<u>1,661,105</u>

State of Ohio

SS:

County of Medina

The undersigned, being duly sworn, says: That he is National Surety Leader - Surety Operations of Ohio Farmers Insurance Company, Westfield Center, Ohio; that said Company is a corporation duly organized, existing and engaged in business as a Surety Company by virtue of the Laws of the State of Ohio and authorized to do business in the State of Ohio and has duly complied with all the requirements of the laws of said State applicable to said Company and is duly qualified to act as Surety under such laws; that said Company has also complied with and is duly qualified to act as Surety under the Act of Congress approved July 1947, 6 U.S.C. sec. 6-13; and that to the best of his knowledge and belief the above statement is a full, true, and correct statement of the financial condition of the said Company on the 31st day of December, 2010.

Attest:

*Frank Carrino*

Frank A. Carrino  
Group Legal Leader, Secretary

*Richard L. Kinnaird, Jr.*

Richard L. Kinnaird, Jr.  
National Surety Leader  
Surety Operations

*William J. Kahelin*

William J. Kahelin  
Attorney at Law  
Notary Public - State of Ohio

Sworn to before me this 9th day of February A.D. 2011.

My Commission Does Not Expire  
Sec. 147.03 Ohio Revised Code



Office of Financial  
Regulation Services  
50 West Town Street  
Third Floor- Suite 300  
Columbus, Ohio 43215  
(614) 644-2858  
Fax (614) 644-3258  
www.ohioinsurance.gov

## Ohio Department of Insurance

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



### Certificate of Compliance

Issued 06/22/11  
Effective 07/01/11  
Expires 06/30/12

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

#### OHIO FARMERS INSURANCE COMPANY

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	Medical Malpractice
Aircraft	Multiple Peril - Commercial
Allied Lines	Multiple Peril - Farmowners
Boiler & Machinery	Multiple Peril - Homeowners
Burglary & Theft	Noncancellable A & H
Collectively Renewable A & H	Nonrenew - State Reasons (A&H)
Commercial Auto - Liability Other	Ocean Marine
Commercial Auto - No Fault	Other Accident only
Commercial Auto - Phys. Damage	Other Liability
Credit Accident & Health	Private Passenger Auto - No Fault
Earthquake	Private Passenger Auto-Liability Other
Fidelity	Private Passenger-Phys Damage
Financial Guaranty	Surety
Fire	Workers Compensation
Glass	
Group Accident & Health	
Guaranteed Renewable A & H	
Inland Marine	

OHIO FARMERS INSURANCE COMPANY certified in its annual statement to this Department as of December 31, 2010 that it has admitted assets in the amount of \$1,661,104,519, liabilities in the amount of \$278,205,565, and surplus of at least \$1,382,898,954.

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



DATE (MM/DD/YY)  
12/15/11

**PRODUCER**

**FEDERATED MUTUAL INSURANCE COMPANY**  
Home Office: P.O. Box 328  
Owatonna, MN 55060  
Phone: 1-888-333-4949

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.**

### COMPANIES AFFORDING COVERAGE

COMPANY A FEDERATED MUTUAL INSURANCE COMPANY OR  
FEDERATED SERVICE INSURANCE COMPANY

**INSURED**

PERRAM ELECTRIC INC  
6882 RIDGE RD  
WADSWORTH OH 44281

227-635-0

COMPANY  
B

COMPANY  
C

COMPANY  
D

## COVERAGES

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.

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS	STOP-GAP (EMPLOYER'S LIABILITY) COVERED STATE(S):
CERTIFICATEHOLDER IS AN ADDITIONAL INSURED SUBJECT TO THE	OH
CONDITIONS OF THE ADDITIONAL INSURED BY CONTRACT ENDORSEMENT	
FOR GENERAL LIABILITY:	PROJECT: TRAFFIC SIGNAL AT FITCH ROAD FIRE STATION

**CERTIFICATE HOLDER**

7276350

GUYAHOGA COUNTY  
DEPARTMENT OF PUBLIC WORKS  
2429 SUPERIOR VIA  
CLEVELAND OH 44113-2316

438

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

**AUTHORIZED REPRESENTATIVE**

*Jeffery S. Etkin*  
PRESIDENT

**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

893419

07/01/2011 Thru 02/29/2012

PERRAM ELECTRIC, INC.  
6882 RIDGE RD  
WADSWORTH, OH 44281



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

**CERTIFICATION OF PERSONAL PROPERTY TAX**

State of Ohio ) ss.  
County of Medina )

Before me, a Notary Public, in and for said County and State, personally appeared Zoltan J. Kovacs who, being duly sworn that he/she is the owner or an officer (Name)  
of Perram Electric, Inc. and having been awarded a public contract let by (Company)  
competitive bid, and that by this statement, says that at this time neither he/she, nor the corporation  
is charged with any delinquent personal property taxes on the general tax list of personal property  
of any county, or that attached hereto is a list of all delinquent personal property taxes charged  
against him/her or the corporation.

Perram Electric, Inc.  
(Name of Company)

By: 361h  
(Signature) Zoltan J. Kovacs, President

Sworn to before me and signed in my presence this 18<sup>th</sup> day of

December, 20 11.

KARRIL CHIPNER, Notary Public  
STATE OF OHIO  
Resident of Summit County  
My Commission Expires 1-29-16

Karril Chipner  
(Notary Public)

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

## 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

3/1/12  
Zoltan J. Kovacs, President  
Perram Electric, Inc.