

BID PACKAGE

**CUYAHOGA COUNTY
DEPARTMENT OF PUBLIC WORKS**

HIGHWAY CONSTRUCTION

**MEMPHIS ROAD (C.R. 119) BRIDGE 00.95
RAILING REPLACEMENT ON EXISTING BRIDGE
OVER BIG CREEK IN THE CITY OF BROOKLYN, 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

MEMPHIS ROAD (C.R. 119) BRIDGE 00.95
RAILING REPLACEMENT ON EXISTING BRIDGE
OVER BIG CREEK IN THE CITY OF BROOKLYN, OHIO

COUNTY REQUISITION NUMBER RQ-26599

BID DUE DATE: APRIL 3, 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)

BOND RIDER

To be attached to and form part of Bond #105893659

Principal:

Schirmer Construction LLC
31350 Industrial Parkway
North Olmsted, OH 44070

Obligee:

Cuyahoga County
1219 Ontario St.
Cleveland, Ohio 44113

Memphis Road Bridge No. 0095 - Railing Replacement Project

Surety:

Travelers Casualty & Surety Company of America
6150 Oak Tree Blvd. Ste 500
Independence, Ohio 44131

The Surety hereby gives its consent to change the obligee from Cuyahoga County Commissioners to Cuyahoga County

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or warranties of the above mentioned bond, other than stated as above. Provided, however, that the liability of the company under the attached bond as changed by this rider shall not be cumulative.

This rider shall become effective April 12, 2013.

Travelers Casualty & Surety Company of America

BY Kelly M. Tomko

Kelly M. Tomko
Attorney-In-Fact

L. Calvin Jones & Company
P.O. Box 159 3744 Starr Centre Dr.
Canfield, OH 44406



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. 005338543

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, 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, 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 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 12TH day of APRIL, 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.

SCHIRMER CONSTRUCTION LLC

MEMPHIS ROAD BRIDGE 00.95 RAILING REPLACEMENT ON EXISTING BRIDGE OVER BIG CREEK IN THE CITY OF BROOKLYN

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. ADDENDUMS/CLARIFICATIONS (IF APPLICABLE)**
- 17. DEPUTY CHIEF APPROVAL LETTER TO ADVERTISE**

- 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:

Memphis Road Bridge 00.95 Railing Replacement on existing Bridge over Big Creek in the City of Brooklyn, 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 Eighty-nine Thousand Nine Hundred Seventy-two and 00/100 _____

\$189,972.00

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 1308 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
2013-07-19 15:08:23

FIRM:

Schirmer Construction LLC

SIGNATURE:

PRINTED NAME:


Nick Iafigliola, 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 to and notarized.
 - f) The Coordinator is to report any non-compliance to the Director of the Department of Industrial Relations, State of Ohio in writing.
6. The County of Cuyahoga, 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:**

2013-07-19 15:08:25

CONTRACTOR

FIRM: Schirmer Construction LLC

SIGNATURE:

Nick Lafigliola

DATE: April 12, 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: Memphis Road Bridge 00.95 Railing Replacement on existing Bridge over Big Creek in the City of Brooklyn, 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.

Edward FitzGerald, County Executive

Signed Nick Lafigliola
(Contractor/Vendor)

By Nick Lafigliola, P.E.

Title President

Address 31350 Industrial Parkway

North Olmsted, Ohio 44070

Date April 12, 2013

Signed Ed FitzGerald
2013-04-19 15:08:26

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, CPO

SCHIRMER CONSTRUCTION LLC

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

April 12, 2013


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

Re: Memphis Road Bridge 00.95 Railing Replacement on Existing
Bridge over Big Creek in the City of Brooklyn

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

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 County Commissioners as obligee in the penal sum of the dollar amount of the bid submitted by the Principal to the Obligee on April 3rd, 2013 to undertake the project known as

Memphis Road (C.R. 119) Bridge 00.95 Railing Replacement on Existing Bridge over Big Creek int he City of Brooklyn, 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 3rd day of April 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 AWARDED 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	Multiple Peril - Homeowners
Aircraft	Ocean Marine
Allied Lines	Other Liability
Boiler & Machinery	Private Passenger Auto - No Fault
Burglary & Theft	Private Passenger Auto-Liability Other
Commercial Auto - Liability Other	Private Passenger-Phys Damage
Commercial Auto - No Fault	Surety
Commercial Auto - Phys. Damage	Workers Compensation
Credit	
Earthquake	
Fidelity	
Financial Guaranty	
Fire	
Glass	
Inland Marine	
Medical Malpractice	
Multiple Peril - Commercial	
Multiple Peril - Farmowners	

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





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. 005338529

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, 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

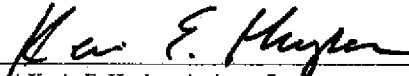
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing 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 3RD day of APRIL, 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.

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF JUNE 30, 2012

CAPITAL STOCK \$ 6,480,000

ASSETS		LIABILITIES & SURPLUS	
CASH AND INVESTED CASH	\$ 65,614,963	UNEARNED PREMIUMS	\$ 785,711,885
BONDS	3,754,152,718	LOSSES	944,556,864
INVESTMENT INCOME DUE AND ACCRUED	50,520,355	REINSURANCE PAYABLE ON PAID LOSSES & LOSS ADJ. EXPENSES	2,315,710
OTHER INVESTED ASSETS	243,572,491	LOSS ADJUSTMENT EXPENSES	559,884,307
PREMIUM BALANCES	198,388,364	COMMISSIONS	21,976,766
NET DEFERRED TAX ASSET	87,278,574	TAXES, LICENSES AND FEES	61,327,051
REINSURANCE RECOVERABLE	13,808,924	OTHER EXPENSES	22,983,597
SECURITIES LENDING REINVESTED COLLATERAL ASSETS	5,705,078	FUNDS HELD UNDER REINSURANCE TREATIES	95,072,940
RECEIVABLES FOR SECURITIES	4,077,723	CURRENT FEDERAL AND FOREIGN INCOME TAXES	13,013,431
UNDISTRIBUTED PAYMENTS	4,331,281	REMITTANCES AND ITEMS NOT ALLOCATED	8,699,760
OTHER ASSETS	476,991	AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	27,914,735
		RETROACTIVE REINSURANCE RESERVE ASSUMED	3,129,799
		POLICYHOLDER DIVIDENDS	6,701,388
		PROVISION FOR REINSURANCE	8,397,371
		PAYABLE TO PARENT, SUBSIDIARIES AND AFFILIATES	46,855,798
		PAYABLE FOR SECURITIES	5,225,141
		PAYABLE FOR SECURITIES LENDING	5,705,078
		CEDED REINSURANCE NET PREMIUMS PAYABLE	(40,844,460)
		ESCHEAT LIABILITY	521,944
		OTHER ACCRUED EXPENSES AND LIABILITIES	725,085
		TOTAL LIABILITIES	\$ 2,576,874,900
		CAPITAL STOCK	\$ 6,480,000
		PAID IN SURPLUS	433,803,760
		OTHER SURPLUS	1,390,749,801
		TOTAL SURPLUS TO POLICYHOLDERS	\$ 1,831,033,561
TOTAL ASSETS	\$ 4,407,908,462	TOTAL LIABILITIES & SURPLUS	\$ 4,407,908,462

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

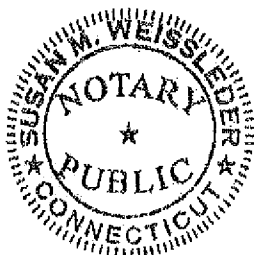
MICHAEL J. DOODY, BEING DULY SWORN, SAYS THAT HE IS SECOND VICE PRESIDENT, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 30TH DAY OF JUNE, 2012.

Michael J. Doody
SECOND VICE PRESIDENT

Susan M. Weissleder
NOTARY PUBLIC

SUBSCRIBED AND SWORN TO BEFORE ME THIS
20TH DAY OF AUGUST, 2012

SUSAN M. WEISSLEDER
Notary Public
My Commission Expires November 30, 2012





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/12/2013

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 Nancy Hritz PHONE (330) 533-1195 FAX (330) 533-7583 E-MAIL nhritz@lcalvinjones.com ADDRESS	
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 SUBR INSR 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	<input checked="" type="checkbox"/>	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:					GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-TECT <input checked="" type="checkbox"/> LOC					PRODUCTS - COMF/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS	C 5090947806	1/1/2013	10/1/2014	BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR					EACH OCCURRENCE \$ 10,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 10,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$	0	C 5090947823	1/1/2013	10/1/2014	\$
A	WORKERS COMPENSATION					<input type="checkbox"/> WC STATU-TORY LIMITS <input checked="" type="checkbox"/> OTH-ER
	EMPLOYERS' LIABILITY					E.L. EACH ACCIDENT \$ 1,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N	C 5090947790	1/1/2013	10/1/2014	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
	Does describe under DESCRIPTION OF OPERATIONS below		Ohio Stop Gap Only			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: Memphis Road Bridge No. 00.95 Railing Replacement on Existing Bridge over Big Creek in the City of Brooklyn

Cuyahoga County, the Cuyahoga County Department of Public Works, and their officers, agents and employees are named as an Additional Insured 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. 30 Days' Notice of Cancellation except 10 Days for non-payment of premium.

CERTIFICATE HOLDER

CANCELLATION

Cuyahoga County Department of Public Works Attn: 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 <i>Nancy A. Hritz</i>

**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 Buchner
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



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

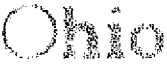
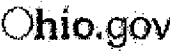










201118100103



United States of America
State of Ohio
Office of the Secretary of State

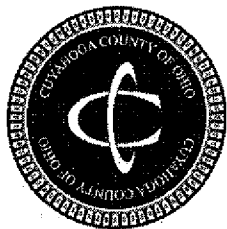
Witness my hand and the seal of
the Secretary of State at Columbus,
Ohio this 28th day of June, A.D.
2011.

Ohio Secretary of State

  State Agencies Online Services	
search 	
  	
<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  help  print  search  glossary  contact  e-account</div> <div>OhioBWC - Employer - Service: (State construction contractor look-up) - Results</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>Click the Help tab in the upper-right hand corner for more status definitions.</p></div>
<div>Online support available Monday through Friday 7:30 a.m. - 5:30 p.m. Click here to get help!</div>	

Resources

[About us](#)[Report fraud](#)[Pledge of Service](#)[Locate a service office](#)[Privacy](#)[Industrial Commission of Ohio](#)[Download forms or publications](#)[Site map](#)[Update communications profile](#)[Help](#)



**CUYAHOGA COUNTY
DEPARTMENT of PUBLIC WORKS**

April 12, 2013

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

RE: Memphis Road Bridge 00.95 Railing Replacement on Existing Bridge over Big Creek in the City of Brooklyn

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 \$189,972.00.

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

Attachments: Required Contract Documents

cc: B. Teeuwen, T. Sotak, B. Finn, D. Dillion, S. Kosilesky, M. Chambers, C. Jenkins,
L. Straka, B. Sah

Department of Public Works Bid Results

Wednesday, April 03, 2013
3:26:36 PM

Letting Date 4/3/2013

Cuyahoga County Engineer's Estimate: \$175,000.00

RQ No.: 26599

Rep. No.: 17-13

Memphis Road Bridge 00.95 Railing Replacement

on the existing bridge over Big Creek in the City of Brooklyn

Low Bidder Schirmer Construction LLC

\$189,972.00

8.56%

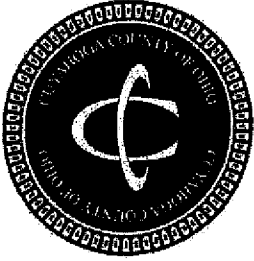
Notes:

MEMPHIS ROAD (C.R. 119) BRIDGE 00.95
RAILING REPLACEMENT ON EXISTING BRIDGE OVER BIG CREEK IN THE CITY OF BROOKLYN, OHIO
PROJECT NO. 1078

Bid Tabulations
RQ#26599

REF NO.	ITEM NUMBER	ITEM DESCRIPTION	WORK TYPE	UNIT	ESTIMATED QUANTITY	UNIT PRICE ESTIMATED DOLLARS	UNIT PRICE ESTIMATED I CTS	Schirmer Construction Co.
ROADWAY								
1	201	CLEARING AND GRUBBING	01	-	LUMP	\$	250.00	\$ 250.00
2	202	GUARDRAIL REMOVED	NR	FT	156	\$	2.00	\$ 312.00
3	203	EXCAVATION	04	CU YD	4	\$	150.00	\$ 600.00
4	203	EMBANKMENT, AS PER PLAN	04	CU YD	4	\$	150.00	\$ 600.00
5	606	GUARDRAIL, TYPE 5	36	FT	100	\$	20.00	\$ 2,000.00
6	606	ANCHOR ASSEMBLY, TYPE A	36	EACH	3	\$	950.00	\$ 2,850.00
7	606	ANCHOR ASSEMBLY, TYPE T	36	EACH	1	\$	650.00	\$ 650.00
8	606	BRIDGE TERMINAL ASSEMBLY, TYPE 1, AS PER PLAN	36	EACH	2	\$	1,300.00	\$ 2,600.00
9	606	BRIDGE TERMINAL ASSEMBLY, TYPE 2, AS PER PLAN	36	EACH	2	\$	400.00	\$ 800.00
SECTION TOTAL ROADWAY						\$		10,662.00
EROSION CONTROL								
10	659	TOPSOIL	46	CU YD	2	\$	250.00	\$ 500.00
11	659	SEEDING AND MULCHING, AS PER PLAN	46	SQ YD	40	\$	12.00	\$ 480.00
12	659	COMMERCIAL FERTILIZER	46	TON	0.1	\$	2,000.00	\$ 200.00
13	659	LIME	46	ACRE	0.1	\$	500.00	\$ 50.00
14	659	WATER	46	M GAL	0.2	\$	250.00	\$ 50.00
15	832	EROSION CONTROL	08	EACH	2000	\$	1.00	\$ 2,000.00
SECTION TOTAL EROSION CONTROL						\$		3,280.00
STRUCTURES (OVER 20')								
16	202	PORTIONS OF STRUCTURE REMOVED, OVER 20 FOOT SPAN, AS PER PLAN	19	-	LUMP	\$	14,000.00	\$ 14,000.00
17	509	EPOXY COATED REINFORCING STEEL	23	POUND	1241	\$	2.50	\$ 3,102.50
18	509	REINFORCING STEEL, REPLACEMENT OF EXISTING REINFORCING STEEL	23	POUND	250	\$	0.55	\$ 137.50
19	510	DOWEL HOLES WITH NONSHRINK, NONMETALLIC GROUT	23	EACH	200	\$	18.00	\$ 3,600.00
20	511	CLASS 5 CONCRETE, BRIDGE DECK (PARAPET), AS PER PLAN	29	CU YD	15	\$	1,100.00	\$ 16,500.00

REF NO.	ITEM NUMBER	ITEM DESCRIPTION	WORK TYPE	UNIT	ESTIMATED QUANTITY	UNIT PRICE ESTIMATED DOLLARS	UNIT PRICE ESTIMATED CTS	Schirmer Construction Co.
21	SPECIAL	SEALING, MISC.: ELASTOMERIC PROTECTIVE AND DECORATIVE CONCRETE COATING	57	SQ YD	250	\$	35.00	\$ 8,750.00
22	516	STRUCTURAL JOINT OR JOINT SEALER, MISC.: SILICONE SEALANT	27	FT	240	\$	40.00	\$ 9,600.00
23	517	RAILING, MISC.: 3 TUBE CURB MOUNTED RAILING	37	FT	203	\$	200.00	\$ 40,600.00
24	517	RAILING, MISC.: 1 TUBE PARAPET MOUNTED RAILING	37	FT	88	\$	185.00	\$ 16,280.00
25	519	PATCHING CONCRETE STRUCTURE, AS PER PLAN	29	SQ FT	318	\$	75.00	\$ 23,850.00
26	SPECIAL	ASBESTOS ABATEMENT	NR	-	LUMP	\$	100.00	\$ 100.00
27	SPECIAL	ASBESTOS INSPECTION	NR	EACH	1	\$	250.00	\$ 250.00
SECTION TOTAL STRUCTURES (OVER 20)						\$		136,770.00
MAINTENANCE OF TRAFFIC								
28	614	PORTABLE CHANGEABLE MESSAGE SIGN	39	DAY	28	\$	115.00	\$ 3,220.00
29	616	WATER	39	M GAL	10	\$	10.00	\$ 100.00
30	616	CALCIUM CHLORIDE	39	TON	1	\$	100.00	\$ 100.00
31	622	PORTABLE CONCRETE BARRIER, 32"	39	FT	520	\$	17.00	\$ 8,840.00
SECTION TOTAL MAINTENANCE OF TRAFFIC						\$		12,260.00
MISCELLANEOUS								
32	614	MAINTAINING TRAFFIC, AS PER PLAN	39	-	LUMP	\$	15,000.00	\$ 15,000.00
33	619	FIELD OFFICE, TYPE A, AS PER PLAN	NR	MONTH	2	\$	2,100.00	\$ 4,200.00
34	623	CONSTRUCTION LAYOUT STAKES, AS PER PLAN	NR	-	LUMP	\$	2,500.00	\$ 2,500.00
35	624	MOBILIZATION	NR	-	LUMP	\$	4,000.00	\$ 4,000.00
36	SPECIAL	PROJECT DVD RECORDING (SEE PROPOSAL NOTE)	NR	-	LUMP	\$	1,300.00	\$ 1,300.00
SECTION TOTAL MISCELLANEOUS						\$		27,000.00
GRAND TOTAL ESTIMATED						\$		189,972.00



CLARIFICATION No. 1

Date: March 22, 2013
Requisition No. 26599

Due Date: **April 3, 2013**
Time: **2:00 pm**

TO: Bidders for: Memphis Road (C.R. 119) Bridge 00.95 Railing Replacement on Existing Bridge over Big Creek in the City of Brooklyn, Ohio

FROM: Cuyahoga County
Office of Procurement & Diversity

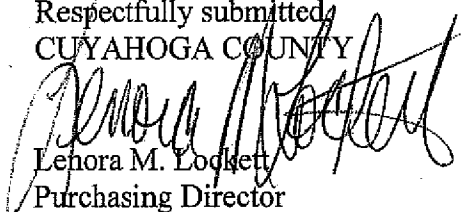
The following are clarifications to the Bid Package for the above mentioned project:

The Unit Price Bid Dollars and Total Amount Bid Dollars for reference nos. 32 to 36 on the electronic version of the "Itemized Unit Bid Price Sheets" were inadvertently left on the sheets. Please disregard.

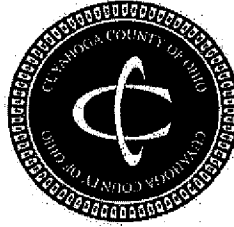
This clarification will not change the bid due date of April 3, 2013.

All remaining terms and conditions of the specification package remain in effect and this clarification therefore becomes part of the specification.

Respectfully submitted,
CUYAHOGA COUNTY


Lenora M. Lockett
Purchasing Director

cc: Juliann Conway



DEPARTMENT OF PUBLIC WORKS

CONSTRUCTION DEPARTMENT

Clarification No. 1

All Plan Holders

Memphis Road Bridge No. 00.95 Railing Replacement on Existing Bridge over Big Creek in the City of Brooklyn Requisition No. 26599

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

The values on reference nos. 32 to 36 on the electronic version of the "Itemize Unit Bid Price Sheets" were inadvertently left on the sheets. Please disregard.

This addendum **will not** change the bid due date of **April 3, 2013.**

SECTION 1

LEGAL NOTICE TO BIDDERS

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

Project Name: Memphis Road (C.R. 119) Bridge 00.95 Railing Replacement on Existing Bridge over Big Creek in the City of Brooklyn, Ohio

Total Estimated Cost: \$175,000.00

Bid Due Date: April 3, 2013 **Requisition No.** 26599

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

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

A pre-bid conference will not be held.

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

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

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

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

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

- i. that all documents requiring County signatures may be executed by electronic means;
- ii. that the electronic signatures affixed by the County to said documents shall have the same legal effect as if that signature was manually affixed to a paper version of the document; and
- iii. that the Bidder's Proposal is submitted in the manner specified in the "Instructions to Bidders" Sections 2.11(b) and (c).

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

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

**EDWARD FITZGERALD
CUYAHOGA COUNTY EXECUTIVE**

Published in: Cleveland Plain Dealer

Date: March 18, 2013

Also posted on Cuyahoga County

Website: www.opd.cuyahogacounty.us

(click on show events tab)

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

SECTION 2

INSTRUCTIONS TO BIDDERS

2.01 Definitions

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

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

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

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

2.02 Bidder Qualifications

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

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

2.03 Project Description

The proposed project consists of replacing the bridge railings, approach railings and approach guardrails, and adding new approach guardrails for the Memphis Road Bridge 00.95.

2.04 Completion Date: **October 22, 2013**

(Based on an anticipated Notice To Proceed date of July 22, 2013)

2.05 Construction and Material Specifications

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

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

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

2.06 Bid Guaranty

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

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

2.07 Equal Economic Employment Opportunity and Small Business Enterprise Goal

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

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

2.08 Subcontractors

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

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

2.09 Interpretation of the Bid Package

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

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

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

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

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

2.10 Addenda

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

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

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

2.11 Bidding Procedure

(a) Bid Package

Bidders shall obtain a complete Bid Package, for the fee stated in the "Legal Notice to Bidders", from the Cuyahoga County Office of Procurement and Diversity, and only from that office. Obtaining documents from any other source (e.g. from the Internet or from various construction news services) will not make the Bidder a plan holder of record. Bids received from vendors other than plan holders of record for a particular job will be deemed non-responsive. Bidders shall use a complete Bid Package in preparing Proposals. Cuyahoga County assumes no responsibility for Bidder's errors or misinterpretations resulting from the use of an incomplete Bid Package.

(b) Preparation of Proposals

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

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

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

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

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

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

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

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

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

(c) Delivery of Proposals

The Proposal must contain the following documents:

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

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

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

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

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

2.12 Award and Execution of Contract

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

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

2.13 Miscellaneous

(a) Insurance

Prior to the execution of the Contract the successful Bidder shall furnish to Cuyahoga County the proof of insurance documents, required by Section 107.12 of the General Provisions, found in the Cuyahoga County Engineer Specification Booklet. Per Section 107.12 of the General Provisions, ensure that the certificate of Liability Insurance names Cuyahoga County, the Cuyahoga County Department of Public Works, and their officers, agents and employees as additional insureds with all rights to due notices as specified in Section 107.12 of the General Provisions.

(b) Workers' Compensation Certificate

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

(c) Wage Rates

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

(d) Mechanic's Lien Law

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

2.14 Pre-Bid Conference

A pre-bid conference will not be held.

2.15 Acceptance of Electronic Signatures

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

- i. that all documents requiring County signatures may be executed by electronic means;
- ii. that the electronic signatures affixed by the County to said documents shall have the same legal effect as if that signature was manually affixed to a paper version of the document; and
- iii. that the Bidder's Proposal is submitted in the manner specified in Section 2.11(b), (c).

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

2.16 Compliance with County Ordinances

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

ATTACHMENT A
BID AWARD METHOD

**PER SECTION 4.7 (STANDARDS FOR AWARDED CONTRACTS)
AND SECTION 4.8 (REQUIRED CERTIFICATIONS BY
SUCCESSFUL BIDDERS) OF THE “CUYAHOGA COUNTY
CONTRACTING AND PURCHASING PROCEDURES ORDINANCE
No. O2011-0014”, AS AMENDED JULY 24, 2012 BY
“CUYAHOGA COUNTY ORDINANCE No. 0212-0015”.**

BID AWARD METHOD

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

Standards for Awarding Contracts

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

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

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

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

Required Certifications by Successful Bidders

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

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

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

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

SECTION 3

REQUIRED BID DOCUMENTS

CHECKLIST FOR BIDDER'S USE:

The Proposal shall be submitted in a sealed envelope containing:

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

Cautionary Notes:

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

Copy

CUYAHOGA COUNTY DEPARTMENT OF PUBLIC WORKS

CONSTRUCTION PROPOSAL FORM

PROJECT NAME: MEMPHIS ROAD (C.R. 119) BRIDGE 00.95 RAILING
REPLACEMENT ON EXISTING BRIDGE OVER BIG CREEK
IN THE CITY OF BROOKLYN, OHIO

REPORT NUMBER: 17-13

REQUISITION NUMBER: 26599

TOTAL ESTIMATED COST: \$175,000.00

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

BID DUE DATE: APRIL 3, 2013

BIDDER NAME: SCHIRMER CONSTRUCTION LLC

PRIMARY OWNERSHIP: NICK IAFIGLIOLA, P.E.

TITLE OF OWNER: PRESIDENT

ADDRESS: 31350 INDUSTRIAL PARKWAY
NORTH OLMSTED, OHIO 44070

TELEPHONE: (440) 716-4900 EXT. 49 FACSIMILE: (440) 716-4907

EMAIL: nick@schirmerllc.com

To Cuyahoga County:

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

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

SIGNATORY CONFIRMATION:

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

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

one hundred eighty-nine thousand, nine hundred
and seventy-two dollars and zero cents. Dollars

Bid total: \$ 189,972.00

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

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

COMPANY NAME: SCHIRMER CONSTRUCTION LLC

BUSINESS ADDRESS: 31350 INDUSTRIAL PARKWAY, NORTH OLMSTED, OHIO 44070

INCORPORATED UNDER THE LAWS OF THE STATE OF: OHIO

SIGNATURE:

Nick Iafolla

SIGNATURE:

PRINTED NAME:

NICK IAFOLLA, P.E.

PRINTED NAME:

TITLE:

PRESIDENT

TITLE:

DATE:

APRIL 3, 2013

DATE:

BUS. ADDRESS:

31350 INDUSTRIAL PARKWAY
NORTH OLMSTED, OHIO 44070

BUS. ADDRESS:

SIGNATURE:

SIGNATURE:

PRINTED NAME:

PRINTED NAME:

TITLE:

TITLE:

DATE:

DATE:

BUS. ADDRESS:

BUS. ADDRESS:

THE BIDDER HEREBY ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDA:

ADDENDUM NO. #1 DATED: 3/22/13 ADDENDUM NO. _____ DATED: _____

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

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

REF NO.	ITEM NUMBER	ITEM EXTENSION	ITEM DESCRIPTION	WORK TYPE	UNIT	ESTIMATED QUANTITY	UNIT PRICE BID DOLLARS	UNIT PRICE BID I CTS	TOTAL AMOUNT BID DOLLARS	TOTAL AMOUNT BID I CTS
ROADWAY										
1	201	11000	CLEARING AND GRUBBING	01	-	LUMP	\$	250.00	\$	250.00
2	202	38000	GUARDRAIL REMOVED	NR	FT	156	\$	2.00	\$	312.00
3	203	10000	EXCAVATION	04	CU YD	4	\$	150.00	\$	600.00
4	203	20001	EMBANKMENT, AS PER PLAN	04	CU YD	4	\$	150.00	\$	600.00
5	606	13000	GUARDRAIL, TYPE 5	36	FT	100	\$	20.00	\$	2,000.00
6	606	25000	ANCHOR ASSEMBLY, TYPE A	36	EACH	3	\$	950.00	\$	2,850.00
7	606	26500	ANCHOR ASSEMBLY, TYPE T	36	EACH	1	\$	650.00	\$	650.00
8	606	36001	BRIDGE TERMINAL ASSEMBLY, TYPE 1, AS PER PLAN	36	EACH	2	\$	1,300.00	\$	2,600.00
9	606	36101	BRIDGE TERMINAL ASSEMBLY, TYPE 2, AS PER PLAN	36	EACH	2	\$	400.00	\$	800.00
SECTION TOTAL ROADWAY							\$ 10,662.00			
EROSION CONTROL										
10	659	00300	TOPSOIL	46	CU YD	2	\$	250.00	\$	500.00
11	659	10001	SEEDING AND MULCHING, AS PER PLAN	46	SQ YD	40	\$	12.00	\$	480.00
12	659	20000	COMMERCIAL FERTILIZER	46	TON	0.1	\$	2,000.00	\$	200.00
13	659	31000	LIME	46	ACRE	0.1	\$	500.00	\$	50.00
14	659	36000	WATER	46	M GAL	0.2	\$	250.00	\$	50.00
15	832	30000	EROSION CONTROL	08	EACH	2000	\$	1.00	\$	2,000.00
SECTION TOTAL EROSION CONTROL							\$ 3,280.00			

SCHIRMER CONSTRUCTION LLC

REF NO.	ITEM NUMBER	ITEM EXTENSION	ITEM DESCRIPTION	WORK TYPE	UNIT	ESTIMATED QUANTITY	UNIT PRICE/BID DOLLARS	UNIT PRICE/BID I CTS	TOTAL AMOUNT/BID DOLLARS	TOTAL AMOUNT/BID I CTS
			STRUCTURES (OVER 20')							
16	202	11203	PORTIONS OF STRUCTURE REMOVED, OVER 20 FOOT SPAN, AS PER PLAN	19	-	LUMP	\$	14,000.00	\$	14,000.00
17	509	10000	EPOXY COATED REINFORCING STEEL	23	POUND	1241	\$	2.50	\$	3,102.50
18	509	20000	REINFORCING STEEL, REPLACEMENT OF EXISTING REINFORCING STEEL	23	POUND	250	\$	0.55	\$	137.50
19	510	10000	DOWEL HOLES WITH NONSHRINK, NONMETALLIC GROUT	23	EACH	200	\$	18.00	\$	3,600.00
20	511	34437	CLASS 5 CONCRETE, BRIDGE DECK (PARAPET), AS PER PLAN	29	CU YD	15	\$	1,100.00	\$	16,500.00
21	SPECIAL	5127500	SEALING, MISC.: ELASTOMERIC PROTECTIVE AND DECORATIVE CONCRETE COATING	57	SQ YD	250	\$	35.00	\$	8,750.00
22	516	14600	STRUCTURAL JOINT OR JOINT SEALER, MISC.: SILICONE SEALANT	27	FT	240	\$	40.00	\$	9,600.00
23	517	76300	RAILING, MISC.: 3 TUBE CURB MOUNTED RAILING	37	FT	203	\$	200.00	\$	40,600.00
24	517	76300	RAILING, MISC.: 1 TUBE PARAPET MOUNTED RAILING	37	FT	88	\$	185.00	\$	16,280.00
25	519	11101	PATCHING CONCRETE STRUCTURE, AS PER PLAN	29	SQ FT	318	\$	75.00	\$	23,850.00
26	SPECIAL	69071000	ASBESTOS ABATEMENT	NR	-	LUMP	\$	100.00	\$	100.00
27	SPECIAL	69071050	ASBESTOS INSPECTION	NR	EACH	1	\$	250.00	\$	250.00
SECTION TOTAL STRUCTURES (OVER 20')									\$	136,770.00

SCHIRMER CONSTRUCTION LLC

REF NO.	ITEM NUMBER	ITEM EXTENSION	ITEM DESCRIPTION	WORK TYPE	UNIT	ESTIMATED QUANTITY	UNIT PRICE BID DOLLARS	UNIT PRICE BID CTS	TOTAL AMOUNT BID DOLLARS	TOTAL AMOUNT BID CTS
			MAINTENANCE OF TRAFFIC							
28	614	18400	PORTABLE CHANGEABLE MESSAGE SIGN	39	DAY	28	\$	115.00	\$	3,220.00
29	616	10000	WATER	39	M GAL	10	\$	10.00	\$	100.00
30	616	20000	CALCIUM CHLORIDE	39	TON	1	\$	100.00	\$	100.00
31	622	40020	PORTABLE CONCRETE BARRIER, 32"	39	FT	520	\$	17.00	\$	8,840.00
SECTION TOTAL MAINTENANCE OF TRAFFIC							\$			12,260.00
			MISCELLANEOUS							
32	614	11001	MAINTAINING TRAFFIC, AS PER PLAN	39	-	LUMP	\$	15,000.00	\$	15,000.00
33	619	16001	FIELD OFFICE, TYPE A, AS PER PLAN	NR	MONTH	2	\$	2,100.00	\$	4,200.00
34	623	10001	CONSTRUCTION LAYOUT STAKES, AS PER PLAN	NR	-	LUMP	\$	2,500.00	\$	2,500.00
35	624	10000	MOBILIZATION	NR	-	LUMP	\$	4,000.00	\$	4,000.00
36	SPECIAL	-	PROJECT DVD RECORDING (SEE PROPOSAL NOTE)	NR	-	LUMP	\$	1,300.00	\$	1,300.00
SECTION TOTAL MISCELLANEOUS							\$			27,000.00
GRAND TOTAL BID							\$			189,972.00

SCHIRMER CONSTRUCTION LLC

NON-COLLUSION AFFIDAVIT

STATE OF OHIO)
)
COUNTY OF CUYAHOGA) SS.

NICK IAFIGLIOLA being first duly
(officer of firm, company, corporation, etc.)

sworn, deposes and says that he/she is the PRESIDENT of
(sole owner, partner, president, etc.)

SCHIRMER CONSTRUCTION LLC making the
(firm, company, corporation, etc.)

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

Nick Iafigliola
(AFFIANT)

Sworn to and subscribed before me on this date: APRIL 3, 2013

Stacey T. Higgins
(NOTARY PUBLIC)

My commission expires: December 6, 2017



STACEY T. HIGGINS
Notary Public, State of Ohio
Recorded in Cuyahoga Cty.
My Commission Expires
December 6, 2017

PRIME CONTRACTOR'S WORK TYPES WORKSHEET

PROJECT NAME: MEMPHIS ROAD (C.R. 119) BRIDGE 00.95 RAILING REPLACEMENT ON
EXISTING BRIDGE OVER BIG CREEK IN THE CITY OF BROOKLYN, OHIO

REQUISITION NUMBER: 26599

BIDDER NAME: SCHIRMER CONSTRUCTION LLC

WORK TYPE	ASSOCIATED REFERENCE NUMBERS	TOTAL BID AMOUNT FOR WORK TYPE
<u>1</u>	<u>1</u>	<u>\$ 250-</u>
<u>4</u>	<u>3, 4</u>	<u>1,200-</u>
<u>8</u>	<u>15</u>	<u>2,000-</u>
<u>19</u>	<u>16</u>	<u>14,000-</u>
<u>23</u>	<u>17-19</u>	<u>6,840-</u>
<u>27</u>	<u>22</u>	<u>9,600-</u>
<u>29</u>	<u>20, 25</u>	<u>40,350-</u>
<u>36</u>	<u>5-9</u>	<u>8,900-</u>

ATTACH ADDITIONAL SHEETS AS NEEDED

WORK TYPE TOTAL DOLLAR AMOUNT: (SEE SHEET 2/2)

TOTAL AMOUNT BID: (SEE SHEET 2/2)

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

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

PRIME CONTRACTOR'S WORK TYPES WORKSHEET

PROJECT NAME: MEMPHIS ROAD (C.R. 119) BRIDGE 00.95 RAILING REPLACEMENT ON
EXISTING BRIDGE OVER BIG CREEK IN THE CITY OF BROOKLYN, OHIO

REQUISITION NUMBER: 26599

BIDDER NAME: SCHIRMER CONSTRUCTION LLC

WORK TYPE	ASSOCIATED REFERENCE NUMBERS	TOTAL BID AMOUNT FOR WORK TYPE
<u>37</u>	<u>23, 24</u>	<u>\$ 56,880</u>
<u>39</u>	<u>28-32</u>	<u>27,260-</u>
<u>46</u>	<u>10-14</u>	<u>1,280-</u>
<u>57</u>	<u>21</u>	<u>8,750-</u>
<u>NR</u>	<u>2, 26, 27, 33-36</u>	<u>12,662-</u>

ATTACH ADDITIONAL SHEETS AS NEEDED

WORK TYPE TOTAL DOLLAR AMOUNT: \$ 189,972.00

TOTAL AMOUNT BID: \$ 189,972.00

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

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

SBE SUBCONTRACTOR'S WORK TYPES WORKSHEET

PROJECT NAME: MEMPHIS ROAD (C.R. 119) BRIDGE 00.95 RAILING REPLACEMENT ON
EXISTING BRIDGE OVER BIG CREEK IN THE CITY OF BROOKLYN, OHIO

REQUISITION NUMBER: 26599

BIDDER NAME: SCHIRMER CONSTRUCTION LLC

SBE SUBCONTRACTOR'S NAME: SCHIRMER CONSTRUCTION LLC

WORK TYPE	ASSOCIATED REFERENCE NUMBERS	TOTAL BID AMOUNT FOR WORK TYPE
<u>1</u>	<u>1</u>	<u>\$ 250-</u>
<u>4</u>	<u>3,4</u>	<u>1,200-</u>
<u>8</u>	<u>15</u>	<u>2,000-</u>
<u>19</u>	<u>16</u>	<u>14,000-</u>
<u>23</u>	<u>17-19</u>	<u>6,840-</u>
<u>27</u>	<u>22</u>	<u>9,600-</u>
<u>29</u>	<u>20,25</u>	<u>40,350-</u>
<u>36</u>	<u>5-9</u>	<u>8,900-</u>

ATTACH ADDITIONAL SHEETS AS NEEDED

WORK TYPE TOTAL DOLLAR AMOUNT: (SEE SHEET 2/2)

TOTAL AMOUNT BID: (SEE SHEET 2/2)

Instructions: On the "Itemized Unit Price Bid Sheets", each line item is assigned a reference number and a required ODOT work type, or, it is stated that no work type is required (NR). The Bidder shall complete this worksheet by entering each ODOT work type that their proposed SBE Subcontractor(s) is(are) qualified to perform, including work type NR, followed by all the reference numbers associated with each individual ODOT work type. The "Total Bid Amount" for each ODOT work type shall then be entered. The "Work Type Total Dollar Amount" shall then be determined and entered on this worksheet. Provide separate worksheets for each proposed SBE Subcontractor. (For information regarding subletting the Contract, See "General Provisions", Section 108.01).

SBE SUBCONTRACTOR'S WORK TYPES WORKSHEET

PROJECT NAME: MEMPHIS ROAD (C.R. 119) BRIDGE 00.95 RAILING REPLACEMENT ON
EXISTING BRIDGE OVER BIG CREEK IN THE CITY OF BROOKLYN, OHIO

REQUISITION NUMBER: 26599

BIDDER NAME: SCHIRMER CONSTRUCTION LLC

SBE SUBCONTRACTOR'S NAME: SCHIRMER CONSTRUCTION LLC

WORK TYPE	ASSOCIATED REFERENCE NUMBERS	TOTAL BID AMOUNT FOR WORK TYPE
<u>37</u>	<u>23, 24</u>	<u>\$ 56,880-</u>
<u>39</u>	<u>28-32</u>	<u>27,260-</u>
<u>46</u>	<u>10-14</u>	<u>1,280-</u>
<u>57</u>	<u>21</u>	<u>8,750-</u>
<u>NR</u>	<u>2, 26, 27, 33-36</u>	<u>12,662-</u>

ATTACH ADDITIONAL SHEETS AS NEEDED

WORK TYPE TOTAL DOLLAR AMOUNT: \$ 189,972.00

TOTAL AMOUNT BID: \$ 189,972.00

Instructions: On the "Itemized Unit Price Bid Sheets", each line item is assigned a reference number and a required ODOT work type, or, it is stated that no work type is required (NR). The Bidder shall complete this worksheet by entering each ODOT work type that their proposed SBE Subcontractor(s) is(are) qualified to perform, including work type NR, followed by all the reference numbers associated with each individual ODOT work type. The "Total Bid Amount" for each ODOT work type shall then be entered. The "Work Type Total Dollar Amount" shall then be determined and entered on this worksheet. Provide separate worksheets for each proposed SBE Subcontractor. (For information regarding subletting the Contract, See "General Provisions", Section 108.01).

ATTACHMENT A

**“CUYAHOGA COUNTY VENDOR
COMPLIANCE” FORM**

**RQ-26599****Cuyahoga County
Vendor Compliance Form**

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

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

Printed Name: NICK TAFIGLIOLA, P.E.Company: SCHIRMER CONSTRUCTION LLCSignature: *Nick Tafigliola*Date: APRIL 3, 2013

ATTACHMENT B

“CUYAHOGA COUNTY BASED BUSINESS PREFERENCE PROGRAM MATCH OPTION” FORM

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

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

**CUYAHOGA COUNTY BASED BUSINESS PREFERENCE PROGRAM MATCH OPTION
REQ# 26599**

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

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

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

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

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

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

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

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

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

Yes x No

SCHIRMER CONSTRUCTION LLC

Full Legal Name of Organization


Authorized Signature

NICK IAFIGLIOLA, P.E. PRESIDENT

APRIL 3, 2013

Date

SECTION 4

SAMPLE CONTRACT FORMS

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

CUYAHOGA COUNTY FORM OF AGREEMENT

PERFORMANCE AND PAYMENT BOND (ORC 153.57)

CUYAHOGA COUNTY FORM OF AGREEMENT

UNIT PRICE CONTRACT

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

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

Project Description:

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

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

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

In consideration of these promises, the County agrees to pay to the Provider a certain sum of money, which shall be determined by the work actually performed by the Provider, calculated upon the basis of completed units for each item of the Contract ("Contract Item"), and the unit price of each Contract Item, as set forth in the proposal attached hereto and made a part hereof (the "Proposal"). This aforesaid sum, for the purposes of agreement and appropriation, and until actually calculated as aforementioned upon completion of the work, shall be understood to be:

Estimated Cost of Construction

_____ Dollars (\$_____)

By entering into this Contract I agree, on behalf of the contracting business entity, its officers, employees, subcontractors, subgrantees, agents or assigns, to conduct this transaction by electronic means by agreeing that all documents requiring County signatures may be executed by electronic means, and that the electronic signatures affixed by the County to said documents shall have the same legal effect as if that signature was manually affixed to a paper version of the document. I also agree, on behalf of the aforementioned entities and persons, to be bound by the provisions of Chapters 304 and 1306 of the Ohio Revised Code, as they pertain to electronic transactions, and to comply with the electronic signature policy of Cuyahoga County.

IN WITNESS WHEREOF, the County and the Provider, through their duly authorized representatives, have hereunto subscribed and affixed their respective signatures.

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

IF A PARTNERSHIP, SO STATE, GIVING NAMES AND POST OFFICE ADDRESSES OF ALL PARTNERS ON LINES OPPOSITE.

IF A CORPORATION, GIVE FULL CORPORATION NAME AND STATE UNDER THE LAWS OF WHAT STATE YOU ARE INCORPORATED; OFFICER MUST INCLUDE SIGNATURE, TITLE, AND FURNISH A COPY, CURRENTLY DATED AND CERTIFIED BY THE SECRETARY OF THE CORPORATION OF A RESOLUTION BY THE BOARD OF DIRECTORS AUTHORIZING THE PARTICULAR OFFICER TO SIGN THE CONTRACT ON BEHALF OF THE COMPANY AND FURTHER CERTIFY THAT THE RESOLUTION IS IN FULL FORCE AND EFFECT.

COUNTY OF CUYAHOGA, OHIO

By: _____

Edward FitzGerald, County Executive

FIRM: _____

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

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

KNOW ALL MEN BY THESE PRESENTS:

(1) That we as principal _____

(the "Principal"),

(2) and we, as sureties _____

(the "Surety or "Sureties"),

are held and firmly bound unto the State of Ohio for the use of Cuyahoga County, Ohio in the penal sum of _____

_____ (\$ _____) Dollars, for the payment of which, well and truly
to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That

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

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

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

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

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

Signed this _____ day of _____, 20__

PROVIDER: _____

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

BOND NO.: _____

PRINCIPAL: _____

Witnesses: