REQUISITION NO. RQ No. 19284



CONTRACT

FOR

Construction of a Grade Separation on Fitch Road over the Norfolk Southern Railroad in the City of Olmsted Falls and Olmsted Township

TIME PERIOD: n/a	
CONTRACTOR:	Great Lakes Construction Co.
	34-0689355
ADDRESS:	2608 Great Lakes Way Hinckley, Ohio 44233

CONTRACT PRICE: \$4,954,904.03

CONTRACT ENCUMBRANCE NO.

CE1100235-01

INDEX CODE	CE785006
OBJECT CODE	0707
REP. NO.	11-10
USER CODE	
GRANT/DETAIL	
PROJECT/DETAIL	526001/FG

BY County of Cuyahoga, Ohio

Great Lakes Construction Co.

FOR

Construction of a Grade Separation on Fitch Road over the Norfolk Southern Railroad in the City of Olmsted Falls and Olmsted Township

Contact Person: Albert Leonard, P.E.

Telephone: 330-220-3900

I hereby certify that the money required for the County's proportion of this Contract in the sum of \$4,954,904.03 in the Treasury to the credit of the fund from which it is to be drawn, or has been levied and placed on the duplicate, and in process of collection and not appropriated for any other purpose.

County Auditor By Deputy County Auditor

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

County Prosecutor William D. Mason by Assistant Prosecuting Attorney

Date Approved 4/12/2011

BID PACKAGE

BOARD OF CUYAHOGA COUNTY COMMISSIONERS

HIGHWAY CONSTRUCTION

CUY-FITCH ROAD (C.R. 170)
GRADE CROSSING ELIMINATION
WITH THE NORFOLK SOUTHERN RAILROAD
IN THE TOWNSHIP OF OLMSTED
AND THE CITY OF OLMSTED FALLS

P.I.D. No. 78074

CONTENTS:

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

PROPOSAL PACKAGE

BOARD OF CUYAHOGA COUNTY COMMISSIONERS

HIGHWAY CONSTRUCTION

CUY-FITCH ROAD (C.R. 170)
GRADE CROSSING ELIMINATION
WITH THE NORFOLK SOUTHERN RAILROAD
IN THE TOWNSHIP OF OLMSTED
AND THE CITY OF OLMSTED FALLS

P.I.D. No. 78074

COUNTY REQUISITION NUMBER RQ- 19284

BID DUE DATE: February 22, 2011
(BIDS DUE AT 2:00 PM LOCAL TIME)

DBE GOAL 8 %

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:

HNTB CORPORATION
for the
CUYAHOGA COUNTY ENGINEER

LENORA M. LOCKETT
DIRECTOR OF PROCUREMENT AND DIVERSITY

JEANNE SCHMOTZER CLERK OF THE BOARD

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

COUNTY OF CUYAHOGA, OHIO FORM OF AGREEMENT UNIT PRICE CONTRACT

THIS AGREEMENT, made this Cuyahoga Ohio on behalf of the Department	day of artment of Public Works/County Engineer, her	20 between the County of reinafter
called the County of Cuyahoga, Ohio, Lakes Way, Hinckley, Ohio 442		Co., an Ohio Company located at 2608 Great
consideration of payments hereinafter	s, administrators and assigns, hereinafter calle mentioned, to be made by the County of Cuya , and perform all the work required for:	ed the Contractor. WITNESSETH: That for and in ahoga, Ohio, the Contractor agrees to furnish all
Construction of a Grade Separa Falls and Olmsted Township	tion on Fitch Road over the Norfolk S	Southern Railroad in the City of Olmsted
The County of Cuyahoga Ohio, accompany of the first part	ding to the plans and specifications and estima	ates and to the satisfaction and acceptance of the
contract: Notices to bidders and propo- contemplated by this contract; The cor	sals upon which this contract was awarded; P	nd with or accompany and be an essential part of this Plans and special specifications for the improvement with the general clauses and covenants of the County formance Bond and this Agreement
plans, specifications and conditions re	lative to the performance of the work contemp	its and agrees that he has full knowledge of the site, plated by this contract and made an essential part peptance of and compliance with aforesaid plans
determined by the work actually perfort the contract, and the unit price of each	ned by the party of the second part calculated item as set forth in the proposal attached here	Contractor a certain sum of money which shall be I upon the basis of completed units for each item of eto and made a part hereof. This aforesaid sum for nentioned upon completion of the work. shall be
Four Million Nine Hundred Fifty-four Four and 03/100		
OFFICERS, EMPLOYEES, SUBCONT ELECTRONIC MEANS BY AGREEN ELECTRONIC MEANS, AND THAT T HAVE THE SAME LEGAL EFFECT DOCUMENT. I ALSO AGREE ON PROVISIONS OF CHAPTERS 304 AN	RACTORS, SUBGRANTEES, AGENTS OR A G THAT ALL DOCUMENTS REQUIRING HE ELECTRONIC SIGNATURES AFFIXED AS IF THAT SIGNATURE WAS MANUAL BEHALF OF THE AFOREMENTIONED EN D 1306 OF THE OHIO REVISED CODE AS T	(\$4,954,904.03) ACTING OR SUBMITTING BUSINESS ENTITY, ITS ASSIGNS, TO CONDUCT THIS TRANSACTION BY COUNTY SIGNATURES MAY BE EXECUTED BY BY THE COUNTY TO SAID DOCUMENTS SHALL LLY AFFIXED TO A PAPER VERSION OF THE ITITIES AND PERSONS, TO BE BOUND BY THE ITHEY PERTAIN TO ELECTRONIC TRANSACTIONS,
		TY OF CUYAHOGA, OHIO ctor through its duly authorized representatives have
IF AN INDIVIDUAL, DOING BUSINESS UNDER A FIRM NAME, SO STATE GIVING BOTH NAMES	County of Cuyahoga, Ol	hio
IF A PARTNERSHIP, SO STATE, GIVING NAMES AND POST OFFICE ADDRESSES OF ALL PARTNERS ON LINES OPPOSITE	Edward FitzGerald, Cour	inty Executive
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	FIRM: The Great Lakes C SIGNATURE: ALDERT P. TITLE: VICE PRESIDE	Enstruction Co. P. L. LEONARD ENT OF PROJECT MANAGEMENT

EFFECT

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:

Construction of a Grade Separation on Fitch Road over

the Norfolk Southern Railroad in the City of Olmsted

	Falls and Olm	sted Town	ship
DATE (OF COMMENCEMENT:		
above a	rtificate shall be considered a part of eac and shall be retained by the vendor. The tor/vendor and owner.		
Signed	Contractor/Vendor)	Signed	(Owner)
Ву	ALBERT P. LEWIND	Ву	
Title	VICE PRESSORUT OF PROJECT MANAGED	Title	Edward FitzGerald
Address	2608 GREAT LOJES WAY	Address	County Executive
	H: deaver, DH 44233		
Date	03/23/2011	Date	

Prevailing Wages Public Improvement Agreement

This agr	eement is made this	day of	AD,	between the County
	noga, Ohio and the Contractor,	The Great Lakes Construction Co.		
	_			
I hereby	agreed:			
1.	otherwise comply with Ohio Revised C	III obtain the prevailing wage rate determination and attack		
2.	That the contract between the County of contain a provision requiring all contract	f Cuyahoga, Ohio and the Contractor and the Contract beta dors and subcontractors performing work on the project to	ween the Contracto pay a rate of wage	or and all subcontractors shall es not less than the wage rate
3.	That the Contractor shall nost in a nrom	trial Relations, State of Ohio for the project inent and accessible place on the site of the project a legib	le statement of the	schedule of wage rates
	specified in the contract to the various of the life of each contract pursuant to Ohi	classifications of laborers, workers, and mechanics employ	ed and shall cause	the statement to remain posted
4	That the County of Cuyahoga, Ohio sha	ill give notice to the Contractor and the Contractor shall gi	ve notice to the su	beontractors that they shall file
•	partition narroll reports and the affidavi	t remired by Obio Revised Code, Sections 4115.07 and 4.	115.071.	
	Section 4115.071 and as set forth by the	Il appoint a Prevailing Wage Coordinator who shall exerci Ohio Attorney General. The duties of the Prevailing Wag g all contractors' and subcontractors' payroll reports.	ise the duties impose ge Coordinator are	incorporated herein:
	by Maintain a list of nav dates			
	c) Within two (2) weeks after the firs	t payday, receive from each contractor a certified copy of	its payroll report	Certified means that it must be
	sworn to and signed by the Contra 1) If the project is to excee can be filed once per me	d four (4) months, all reports after the initial report (the in	itial report must be	e filed within two (2) weeks)
	2) If the project is to last in	se than four (4) months, all reports are to be filed weekly a	after the initial rep	ort.
	d) Monitor compliance with the Prevalence compliance with	piling Wage Law, which includes site visits to verify that t	he required postin	gs and job classifications are
	e) At the completion of the project, if	ne Wage Coordinator is to require an Affidavit of Complia		
	 The Coordinator is to report any no 	on-compliance to the Director of the Department of Indust	rial Relations, Stat	te of Ohio in writing.
		tify the Contractor and the Contractor shall notify each sul	ocontractor of the	atentity of the rievailing wage
7.	subcontractor to comply with the report	e Coordinator or the Department of Industrial Relations to ing requirements of the Ohio Revised Code, Section 4115.	the Contractor of 071 (C), the Contr	a failure by a contractor or actor shall take such steps as
	are necessary to cause the contractor su	beontractor; or other person to comply.		
	by any contractor or subcontractor, the Contractor shall file a complete list	thoga, Ohio by the Department of Industrial of any appare. County of Cuyahoga, Ohio shall withhold any further paym of all subcontractors with the Prevailing Wage Coordinate	nents to the Contra or prior to the start	ector on this project of construction
10	The Contractor shall be responsible for	the compliance with all requirements of Ohio Revised Cod	le, Chapter 4115 v	vith regard to its own work
	force and all subcontractors			
	That nothing in this agreement shall be them in Ohio Revised Code, Chapter 11	constructed as a limitation or restriction on any party to av 45.	old lisch of any pi	ocedine of temetry available to
THE CO	DUNTY OF CUYAHOGA, OHIO	•		
EDWAR	D FIIZGERALD	4		
COUNT	Y EXECUTIVE: X	g DA	re:	
CONTR	ACTOR			
FIRM:	The Great Lakes Cor	struction Co.	,,, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
SIGNAT	1 +0-	D/	ATE: 3/2	3/2011
PRINTE	DNAME: ALBEAT	P. LEONARD		
TITIE.	Vers Passer	as Project MANAGE MENT		

THE GREAT LAKES CONSTRUCTION CO.

Action in Writing

By

Board of Directors

The undersigned, being all the Directors of The Great Lakes Construction Co, an Ohio corporation (the "Corporation"), acting pursuant to the authority of Section 1701 54 of the Ohio Revised Code, hereby consent to the adoption of the following specified resolutions and approve and adopt such resolutions with the same force and effect as if they were approved and adopted at a duly constituted meeting of the Board of Directors of the Corporation:

RESOLVED, that from and after the date of adoption of this resolution, each of the following officers of the Corporation, namely Mark E. Grdina, John T. Habanek, Kurtis L. Knapp, Albert P. Leonard, and George J. Palko shall have full power and authority to sign and obligate the Corporation with respect to all proposals, bids, contracts, or other undertakings of any kind or nature with any federal, state, county, municipal, or other governmental entity, or with any corporation, partnership, limited liability company, joint venture, individual or other private entity, for or in connection with construction, services, equipment, retail purchases, sales or other transactions of any kind or nature involving the business of the Corporation, and such officer's signature shall be conclusive evidence that such officer was acting with the approval of the Board of Directors of the Corporation, and be it

RESOLVED FURTHER, that from and after the date of adoption of this resolution, the foregoing officers shall have full power and authority to delegate any or all of the power and authority described in the foregoing paragraph to any other officer or employee of this Corporation, with such limitations on said power and authority so delegated as shall be determined by the delegating officer, such delegation to be set forth in a writing to be entered upon the books and records of the Corporation, and be it



RESOLVED FURTHER, that all prior acts by the individuals who served as officers of the Corporation prior to the date hereof are ratified, affirmed and approved so long as taken in good faith and in the best interests of the Corporation; and be it

RESOLVED FINALLY, that all prior acts by the individuals who served as officers of the Corporation, and each of them, in connection with the foregoing resolutions and any and all other documents, instruments or agreements delivered in connection therewith to carry out and effectuate the purposes and intent of the foregoing resolutions be, and they hereby are, ratified, authorized, and approved with the same effect as if specifically authorized and approved by the Board of Directors at or prior to the time at which such acts and things were done or performed.

Dated: January 3, 2011

John T. Habanek

Sworn to before me and subscribed in my presence this 24th day of March, 2011.

My Commission Expires: July 27, 2015.

LISA GRIWATCH, Notary Public State of Ohio & Cuyahoga County My commission expires July 27, 2015





Office of Auditor of State 88 East Broad Street Columbus OH 43216-1140 (614) 466-4514 (800) 282-0370

Auditor of State - Unresolved Findings for Recovery Certified Search

I have searched The Auditor of State's unresolved findings for recovery database using the following criteria:

Contractor's Information:

Organization: The Great Lakes Construction Co.

Date: 02/23/2011

This search produced the following list of possible matches:

10 Possible matches were found	
Name/Organization	Address
Featherstone, Jasmine	, OH
Hether, Elizabeth	3714 Mohawk Youngstown, OH 44502
Northern Ohio Rural Water Board Members	-
The Harte School	, OH
The Haynes Group, Inc.	3897 E. 155th St. Cleveland, OH 44128
The Haynes Group, Inc.	3897 E. 155th Street Cleveland, OH 44128
The International Preparatory School	1301 East 9th Street, Suite 1900 Cleveland, OH 44114
Theiman, James	
Theiss, Sheila	P.O. Box 378 Racine, OH 45771
Village of Bethel Mayor's Court	, OH

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

If the person you are searching for appears on this list, it means that the person has one or more findings for recovery and is prohibited from being awarded a contract described in ORC 9 24, unless one of the exceptions in that section apply

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

Please note that pursuant to ORC 9 24, it is the responsibility of the public office to verify that a person to whom it plans to award a contract does not appear in the Auditor of State's database. The Auditor of State's office is not responsible for inaccurate search results caused by user error or other circumstances beyond the Auditor of State's control



OHIO HOMELAND SECURITY http://www.homelandsecurity.ohio.gov

GOVERNMENT BUSINESS AND FUNDING CONTRACTS

In accordance with section 2909.33 of the Ohio Revised Code

DECLARATION REGARDING MATERIAL ASSISTANCE/NONASSISTANCE TO A TERRORIST ORGANIZATIONThis form serves as a declaration by an applicant for a government contract or funding of material assistance/nonassistance to an organization on the U.S. Department of State Terrorist Exclusion List ("TEL"). Please see the Ohlo Homeland Security Division Web site for a copy of the TEL.

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

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

COMPLETE THIS SECTION ONLY IF YO	OU ARE AN INDE	PENDENT	CONTRACTO	R		l MI
LAST NAME	FIRS	T NAME				""
		<u> </u>				
HOME ADDRESS						
	T STATE	Z	P		COUNTY	
CITY		Í				
HOME PHONE		WORK PHO	NE			
				O & \$1177	ATION	
COMPLETE THIS SECTION ONLY IF Y	OU ARE A COMP.	ANY, BUSI	NESS OR OR	PHONE	ATION	
BUSINESS/ORGANIZATION NAME			{		30) 220-3900	
THE CREAT LAKES CONSTRUCTION CO.		**************************************				
BUSINESS ADDRESS 2608 GREAT LAKES WAY						
CITY	STATE	Z	IP	~	COUNTY	TNA
HTNCKLEY	OIIO		44233-959			TTACZ
BUSINESS/ORGANIZATION REPRESENTATIVE NAME			,	ा	TLE VICE PRESIDEN	PP TOTTMATTNIC
MARK E. GRDINA					VICE PRESIDEN	IT EDITIFIED OF
DECLARATION						
In accordance with section 2909.32 (A)(2)(For each question, indicate either "yes," or "n	b) of the Ohio Revis	sed Code idad Daennr	ses must he tru	thful to	the best of your l	knowledge.
For each question, indicate either "yes," or "n	o" in the space provi	den veshor) :=4°3		Yes X No
1. Are you a member of an organization on t	he U.S. Department	of State Ten	orist Exclusion	LISTY		∐ Yes M NC
2 Have you used any position of prominenc organization on the U.S. Department of S	e you have with any late Terrorist Exclusi	country to po ion List?	ersuade others	to suppo	ort an	Yes X No
Have you knowingly solicited funds or oth	or things of value for	r an organiza	tion on the U.S	Depart	ment of State	h1 E3
Have you knowingly solicited funds of our Terrorist Exclusion List?	et timida ot seuge ioi	W.1 019011140				Yes X No
	hershin in an organi:	zation on the	U.S. Departme	nt of Sta	ate Terrorist	r1 673
Exclusion List?	Colomp in all organis		•			Yes 🔀 No
5: Have you committed an act that you know	r or reseconshiv shou	uid have kno	wn, affords "ma	terial su	pport or	, <u>, , , , , , , , , , , , , , , , , , </u>
resources" to an organization on the U.S.	Debaument of State	S LEHONDI CY	CIUSION LION.			Yes 🔀 No
6. Have you hired or compensated a person	you knew to be a m	ember of an	organization or	the U.S	Department	
of State Terrorist Exclusion List, or a pers	on you knew to be e	ingaged in pi	ammy, assism	y, ur ua	irynig dat air	Yes X N
act of terrorism?						

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

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

APPLICANT SIGNATURE	2111	 	DATE 2/22/11
MARK E. GRDINA	wy y	 	6/200/11

CERTIFICATION OF COMPLIANCE WITH SECTION 3517.13 OF THE O.R.C. Check all applicable boxes.

Check all applicable box	kes.
BUSINESS NAME: THE CREAT LAKES CONSTRUCTION C	0.
☐ CONTRACTS AWARDED TO INDIVID UNINCORPORATED BUSINESS, ASSOCIATION (ASSOCIATION ORGANIZED UNDER CHAPTER 1785), E THE FOLLOWING CERTIFICATION:	(INCLUDING A PROFESSIONAL ESTATE, OR TRUST MUST CONTAIN
Any contract for goods or services costing more than certification by the contracting entity (vendor) that all of twith 3517.13(I)(I), limiting campaign contributions to the ultimate responsibility for the award of the contract:	
 THE INDIVIDUAL EACH PARTNER OR OWNER OF THE PARTNE BUSINESS EACH SHAREHOLDER OF THE ASSOCIATION EACH ADMINISTRATOR OF THE ESTATE EACH EXECUTOR OF THE ESTATE 	
 EACH TRUSTEE OF THE TRUST EACH SPOUSE OF ANY OF THE PRECEEDING EACH CHILD SEVEN YEARS TO SEVENTEEN YEARS ANY COMBINATION OF THE PERSONS LISTE 	YEARS OF AGE OF ANT OF THE
M CONTRACTS AWARDED TO A CORPORATION PROFESSIONAL ASSOCIATION ORGANIZED UNDER THE FOLLOWING CERTIFICATION:	OR BUSINESS TRUST (EXCEPT A R CHAPTER 1785) MUST CONTAIN
Any contract for goods or services costing more than certification by the contracting entity (vendor) that all of with 3517.13(J)(1), limiting campaign contributions to the ultimate responsibility for the award of the contract:	
 EACH OWNER OF MORE THAN TWENTY PERBUSINESS TRUST EACH SPOUSE OF AN OWNER OF MORE THAT CORPORATION OR BUSINESS TRUST EACH CHILD SEVEN YEARS TO SEVENTEEN MORE THAN TWENTY PER CENT OF THE COMMON ANY COMBINATION OF THE PERSONS LISTER 	N TWENTY PER CENT OF THE YEARS OF AGE OF AN OWNER OF PRORATION OR BUSINESS TRUST TO ABOVE
It is hereby certified that all of the persons listed above are or 3517.13(J)(1) of the Ohio Revised Code, or	
☐ IF CONTRACTING ENTITY IS A NONPROFIT COLORC CHAPTER 1702, THE UNDERSIGNED CERTIFIES 3517.13(J)(1) ARE NOT APPLICABLE TO THE CONTRA	LHAL SECTIONS SETUTS(Y)(Y) WILL
MARK E. GRDINA	VICE PRESIDENT ESTIMATING
PRINTED NAME	TITLE
mitted	2/22/11
SIGNATURE	DATE

BID GUARANTY AND CONTRACT BOND

(SECTION 153 571 Ohio Revised Code)

KNOW ALL BY THESE PRESENTS, that we, the undersigned The Great Lakes	Construction Co.
2608 Great Lakes Way, Hinckley, OH 44233 (Name and Address)	
as Principal and Liberty Mutual Insurance Company (Name of Surety)	as Surety,
are hereby held and firmly bound unto the Board of Cuyahoga County Commissions	ers
	as Obligee in the penal sum of the dollar amount
of the bid submitted by the Principal to the Obligee on February 22, 2011 CUY-Fitch Road (C.R. 170) Grade Crossing Elimination with the Norfolk Sout	to undertake the project known as:
of Olmsted and the City of Olmsted Falls	
amount of the Principal's bid, including alternates. Alternatively, if completed, the amount bid, including alternates, in dollars and cents. A percentage is not acceptable.) For the paym hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors	ove line is left blank, the penal sum will be the full stated must not be less than the full amount of the nent of the penal sum well and truly to be made, we , and assigns
THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above referred to project;	above named Principal has submitted a bid on the
NOW, IHEREFORE, if the Obligee accepts the bid of the Principal and the Principal fail the bid, plans, details, specifications, and bills of material; and in the event the Principal percent of the penalty hereof between the amount specified in the bid and such larger contract with the next lowest bidder to perform the work covered by the bid; or in the exception will now the Obliger the Principal will now the Obliger the Oblig	amount for which the Obligee may in good faith

is made a part of this bond the same as though set forth herein; and

next lowest bidder and resubmits the project for bidding, the Principal will pay the Obligee the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new contract documents, required advertising and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be 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

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, ecifications, and bills of material therefor; and shall pay all lawful claims of subcontractors, materialmen, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any materialman or laborer having a just claim; as well as for the Obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated

THE SAID Surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of said contract or in or to the plans and specifications therefor shall in any wise affect the obligations of said Surety on its bond, and it does hereby waive notice of any such modifications, omissions or additions to the terms of the contract or to the work or to the specifications

SIGNED AND SEALED This 22nd day	of February	, 2011.	-
The Great Lakes Construction Conversion			
BY: MARK E. CRDINA HILE: VICE PRESIDENT ESTIMATING	SURETY COMPANY.	A DODEFSS.	
SURETY: Liberty Mutual Insurance Company			
	8044 Montgomery	Road, Ste 150E	
BY: Many Nemec	street Cincinnati	ОН	45236 Zip
BY: fames for	City 513,984,2222	State	Ζ.φ
Attorney-in-Fact Nancy Nemec	Telephone		
	SURETY AGENT'S A	DDRESS:	•
	Neace Lukens		
	Agency Name	,	
	285 Cozzins Stree)	
	Columbus	OH State	43215 Zip
	614.220.9245 Telephone		

NOTE: Failure by any party to sign Bid Guaranty and Contract Bond shall result in rejection of bid

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

LIBERTY MUTUAL INSURANCE COMPANY BOSTON, MASSACHUSETTS

	POWER OF ATTORNEY	
	KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint MARK NELSON, NANCY NEMEC, ALL OF THE CITY OF COLUMBUS, STATE OF OHIO	
	THE PROPERTY OF THE PROPERTY O	
	, each individually if there be more than one named, its true and lawful attorney in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding FIFTY MILLION AND 00/100*********************************	
	execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons	
	That this power is made and executed pursuant to and by authority of the following By-law and Authorization:	
eposit,	ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.	
es.	By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:	
note, loan, Inver of credit, bank deposit, ate or resid value guarantees.	Pursuant to Article XIII, Section 5 of the By-Laws, Garnet W. Elliott, Assistant Secretary of Liberty Mutual Insurance Company, is hereby	call tall
2 e	That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.	္ခြဲရ
rer of		Attorney
e, loan, le or resid	LIBERTY MUTUAL INSURANCE COMPANY	of this Power of
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	CERTIFICATE My Commission Expires Mail 28, 2009 Mamber Pannsylvania Association of Notation	Ľ,
4	I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company	
	This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980	
	VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.	
	IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this	
	THE OPENT LAKES CONSTRUCTION CO By Savid Lang David M Carey, Assistant Secretary	
	THE GREAT LAKES CONSTRUCTION CO. David M Carey, Assignant Secretary	

ASSETS

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10121 GSS61s exhibiting Separate Accounts Segregated Accounts and	1038 essets excluding Separate Accounts Segregated Accounts and	24 Total essets excluding Separate Accounts Segregated Accounts and Protected Cell Accounts 200 Accounts Lines 10 to 23) 25. From Separate Accounts, Segregated Accounts and Protected Cell Accounts 26. Total (Lines 24 and 25) 26. Total (Lines 24 and 25) 27. Total (Lines 24 and 25) 28. A 4.30,436.535 27.549.788.186 DETAILS OF WRITE-IN LINES DO91 2902 2903. 2909. Survivery of remaining white-ins for Line 09 from overflow page 2009. 2909. Totals (Lines 2001) through 0900 plus 0938] (Line 9 above) 2909. Totals (Lines 2001) through 0900 plus 0938] (Line 9 above) 2909. Survivery of remaining white-ins for Line 09 from overflow page 2001. Cash Survived Value Life Insurance 2001 through 0900 plus 0938] (Line 9 above) 2909. Other assets 172,319,200 115,054 172,06 [46] 65 119,417 2004 [46] 65 119,417 2004 [47] 2007 [47] 200	ac ressurction () 0) and other amounts receivable				
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Office of Financial Regulation Services 50 West Town Street Third Floor- Suite 300 Columbus Ohio 43215 (614) 644-2658 Fax (614) 644-3256 www ohioinsurance gov

Ohio Department of Insurance

Ted Strickland - Governor Mary Jo Hudson - Director

Certificate of Compliance



Issued Effective Expires

03/29/10 04/02/10 04/01/11

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

LIBERTY MUTUAL INSURANCE COMPANY

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

Section 3929 01 (A)

Accident & Health

Aircraft

Allied Lines

Boiler & Machinery

Burglary & Theft

Collectively Renewable A & H

Commercial Auto - Liability Other

Commercial Auto - No Fault

Commercial Auto - Phys Damage

Credit

Credit Accident & Health

Earthquake

Fidelity

Financial Guaranty

Fire

Glass

Group Accident & Health

Guaranteed Renewable A & H

Inland Marine

Medical Malpractice

Multiple Peril - Commercial

Multiple Peril - Farmowners

Multiple Peril - Homeowners

Noncancellable A & H

Nonrenew - State Reasons (A&H)

Ocean Marine

Other Accident only

Other Liability

Private Passenger Auto - No Fault

Private Passenger Auto-Liability Other

Private Passenger-Phys Damage

Surety

Workers Compensation

LIBERTY MUTUAL INSURANCE COMPANY certified in its annual statement to this Department as of December 31, 2009 that it has admitted assets in the amount of \$34,830,436,535, liabilities in the amount of \$22,338,883,620, and surplus of at least \$12,491,552,915

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

Moth

Director



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/25/2011

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							
the terms and conditions of the policy			ndorseme	ent. A stat	ement on th	is certificate does not con	fer rights to the
certificate holder in lieu of such endor			CONTACT				
PRODUCER		6-566-9799	NAME:	Timotl	y Harris		
Arthur J. Gallagher Risk Managem	ent Serv	rices, Inc.	PHONE (A/C, No. E)	x(): 216-56	56-9799	FAX (A/C, No): 21	.6-566-9977
2 Summit Park Dr.			E-MAIL ADDRESS:		urris@ajg.	COM	
Suite 235			PRODUCE	3 2 In #-			
Independence, OH 44131			XXX CS1050			20110 00100100	NAIC#
Timothy Harris			 			RDING COVERAGE	
INSURED			INSURER A	: LIBERT	Y MUT FIRE	INS CO	23035
The Great Lakes Construction Com	pany		INSURER B	: FIRST	LIBERTY IN	is corp	33588
2608 Great Lakes Way			INSURER C	;:			
Hinckley, OH 44233			INSURER D:				
aluckiey, on 44255			INSURER E	: <u>*</u>		······································	
			INSURER F	1			
COVERAGES CER	TIFICATE	NUMBER: 20281741				REVISION NUMBER:	
THIS IS TO CERTIFY THAT THE POLICIES							
INDICATED. NOTWITHSTANDING ANY RE							
CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH							ALL THE TERMS
INSR TYPE OF INSURANCE	ADDL SUBR		, (Mi	OLICY EFF M/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A GENERAL LIABILITY		TB2Z81040789029		10/01/10			1,000,000
X COMMERCIAL GENERAL LIABILITY			İ			DAMAGE TO RENTED PREMISES (Ea occurrence) \$	100,000
CLAIMS-MADE X OCCUR						MED EXP (Any one person) \$	5,000
						PERSONAL & ADV INJURY \$	1,000,000
	1 1	1		I			

A	GENERAL LIABILITY				TB2Z81040789029	10/01/10	10/01/11	EACH OCCURRENCE	s 1,000,000
1	X COMMERCIAL GEN	ERAL	LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	CLAIMS-MADI	x	OCCUR				•	MED EXP (Any one person)	\$ 5,000
								PERSONAL & ADV INJURY	\$1,000,000
								GENERAL AGGREGATE	\$ 2,000,000
	GEN'L AGGREGATE LIM		LIES PER:		Property			PRODUCTS - COMP/OP AGG	\$ 2,000,000
	POLICY X PRO	ř l	LOC						\$
В	AUTOMOBILE LIABILITY				AS6Z81040789030	10/01/10	10/01/11	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	X ANY AUTO							BODILY INJURY (Per person)	\$
	X ALL OWNED AUTO							BODILY INJURY (Per accident)	\$
	X HIRED AUTOS	S						PROPERTY DAMAGE (Per accident)	s
	X NON-OWNED AUTO	s							\$
									\$
A	X UMBRELLA LIAB	Х	OCCUR		 TH2Z81040789040	10/01/10	10/01/11	EACH OCCURRENCE	\$ 1,000,000
	EXCESS LIAB		CLAIMS-MADE					AGGREGATE	\$1,000,000
	DEDUCTIBLE								\$
	X RETENTION \$ 1	0,00	0		 				\$
A				 EL2Z81054204150	10/01/10	10/01/11	X WC STATU- TORY LIMITS ER		
1	ANY PROPRIETOR/PART	OPRIETOR/PARTNER/EXECUTIVE [1/1]				E.L. EACH ACCIDENT	\$ 1,000,000		
	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)			".^				E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	§ 1,000,000
L									

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 191, Additional Remarks Schedule, if more space is required) Board of Cuyahoga County Commissioners, and their officers, agents, and employees are named as Additional Insured as required by written contract with the Named Insured.

CERTIFICATE HOLDER	CANCELLATION
Board of Cuyahoga County Commissioners	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
1219 Ontario Street	AUTHORIZED REPRESENTATIVE
Cleveland, OH 44113 USA	Imothy Stelani
2 2 - 2 - 2	Laurana attain UA HOLTADODOO DOOS ORGE SOOS ORGE SOOS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIBERTY DirectSolutions for Contractors

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This endorsement modifies insurance by broadening the insurance provided by CG 00 01.

Index of modified items:

- Item 1-REASONABLE FORCE
- Item 2. NON-OWNED WATERCRAFT EXTENSION
- Item 3. ALIENATED PREMISES
- Item 4. PROPERTY IN YOUR CARE, CUSTODY OR CONTROL
- Item 5. DAMAGE TO PREMISES RENTED TO YOU EXPANDED COVERAGE
- Item 6. BODILY INJURY TO CO-EMPLOYEES
- Item 7. HEALTH CARE PROFESSIONALS AS INSUREDS
- Item 8. NEWLY FORMED OR ACQUIRED ENTITIES
- Item 9. BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION—MANAGERS OR LESSORS
 OF PREMISES
- Item 10. EXPANDED BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION (FOR INSTALLATION EXPOSURES)
- Item 11. BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION PERSON OR ORGANIZATION
- Item 12. ADDITIONAL INSURED ARCHITECTS, ENGINEERS OR SURVEYORS
- Item 13. ADDITIONAL INSURED STATE, MUNICIPALITY OR POLITICAL SUBDIVISION PERMITS
- Item 14. ADDITIONAL INSURED AND WAIVER OF SUBROGATION LESSOR OF LEASED EQUIPMENT
- Item 15. KNOWLEDGE OF OCCURRENCE
- Item 16. UNINTENTIONAL ERRORS AND OMISSIONS
- Item 17. BODILY INJURY REDEFINITION
- Item 18. MOBILE EQUIPMENT REDEFINITION
- Item 19. SUPPLEMENTARY PAYMENTS
- Item 20. LIBERALIZATION

These changes broaden the policy sections described unless differing language is separately endorsed to the coverage part.

Item 1. - REASONABLE FORCE

Exclusion a. of Coverage A is replaced by the following:

a. Expected or Intended Injury
"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion
does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect
persons or property

Item 2. - NON-OWNED WATERCRAFT EXTENSION

Subparagraph g.(2) of Exclusion g. of Coverage A (Section I - Coverages) is replaced by the following:

- (2) A watercraft you do not own that is:
 - (a) Less than 55 feet long; and
 - (b) Not being used for public transportation or as a common carrier.

Item 3. - ALIENATED PREMISES

 Subparagraph j.(2) of Exclusions of Section I - Coverages - Bodily Injury And Property Damage Liability is replaced by the following: (2) Premises you sell, give away, or abandon, if the "property damage" arises out of any part of those premises, and occurs from hazards that were known by you, or should have reasonably been known by you, at the time the property was transferred or abandoned

Item 4. - PROPERTY IN YOUR CARE, CUSTODY OR CONTROL

- 1. Subparagraphs (3) and (4) of exclusion j. of coverage A. do not apply except to
 - (a) borrowed equipment, or
 - (b) "property damage" to property in your care, custody and control while in transit

This insurance does not apply to any portion of a loss for which the insured has available any other valid and collectible insurance, whether primary, excess, contingent, or on any other basis, unless such other insurance was specifically purchased by the insured to apply in excess of this policy

2. Limits of Insurance

Subject to Paragraphs 2., 3., and 5. of Section III – Limits Of Insurance, the most we will pay for insurance provided by paragraph 1., above is:

\$10,000 Each Occurrence Limit \$25,000 Aggregate Limit

The Each Occurrence Limit for this coverage applies to all damages as a result of any one "occurrence" regardless of the number of persons or organizations who sustain damage because of that "occurrence"

The Aggregate Limit is the most we will pay for the sum of all occurrences covered by this provision.

Item 5. - DAMAGE TO PREMISES RENTED TO YOU - EXPANDED COVERAGE

A. Fire, Lightning Or Explosion Damage

The last paragraph of 2. Exclusions under Section I - Coverage A is replaced by the following:

Exclusions c. through n. do not apply to damage to premises rented to you or temporarily occupied by you with permission of the owner when the damage is caused by fire, lightning, or explosion or subsequent damages resulting from such fire, lightning or explosion, including water damage. A separate limit of insurance applies to this coverage as described in Section III – Limits of Insurance.

B. Limits for Damage to Premises Rented to You

Paragraph 6. of Section III - Limits of Insurance is replaced by the following:

Subject to 5. above, the Damage to Premises Rented to You Limit is the most we will pay under Coverage A for any combination of:

- (a) damage caused by fire, lightning, or explosion or subsequent damages resulting from such fire, lightning or explosion, including water damage to premises rented to you, or temporarily occupied by you with permission of the owner; and
- (b) "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days.

Item 6. - BODILY INJURY TO CO-EMPLOYEES

- Subject to the Each Occurrence Limit and the General Aggregate Limit, Paragraphs 2.a.(1)(a), (b) and (c) of SECTION II – Who Is an Insured do not apply to your supervisory or management "employees" for "bodily injury" only.
- 2. Subject to the Each Occurrence Limit and the General Aggregate Limit, Paragraphs 2.a.(1)(a), (b) and (c) of SECTION II Who Is an Insured do not apply to your "employees" or "volunteer workers" for "bodily injury" arising out of a Good Samaritan act to a co-"employee" or co-"volunteer worker." A Good Samaritan act means an attempt to rescue or aid a person in imminent or serious peril, provided the attempt is not recklessly made.

Damages owed to an injured co-"employee" or "volunteer worker" will be reduced by any amount paid or available to the injured co-"employee" or "volunteer worker" under any other valid and collectible insurance.

Item 7. - HEALTH CARE PROFESSIONALS AS INSUREDS

Paragraph 2.a. (1) (d) of Section II - Who Is An Insured is deleted unless:

(i) You are engaged in the occupation or business of providing or offering medical, surgical, dental, x-ray or nursing services, treatment, advice or instruction; or

(ii) The "employee" has any other insurance that would also cover claims arising under this provision, whether the other insurance is primary, excess, contingent or on any other basis.

Item 8. - NEWLY FORMED OR ACQUIRED ENTITIES

Paragraph 3. of Section II - Who Is An Insured is replaced by the following:

- 3. Any organization, other than a joint venture, you newly acquire or form and over which you maintain majority ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization.
 - a. Coverage under this provision is afforded only until
 - i. the 180th day after you acquire or form the organization; or
 - ii. separate coverage is purchased for the organization; or
 - iii. the end of the policy period, whichever is earlier.
 - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any past partnership, current or past joint venture or past limited liability company that is not shown as a Named Insured in the Declarations.

Item 9. - BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION—MANAGERS OR LESSORS OF PREMISES

- A. Section II Who Is An Insured is amended to include as an insured any manager or lessor of premises leased by you in which the written lease agreement obligates you to procure additional insured coverage, provided that:
 - 1. the "bodily injury", "property damage" or "personal and advertising injury" giving rise to liability occurs subsequent to the execution of the agreement; and
 - 2. the written agreement is in effect at the time of the "bodily injury", "property damage", "personal and advertising injury" for which coverage is sought.

That person or organization shall be referred to as the additional insured.

The coverage afforded to the additional insured is limited to liability in connection with the ownership, maintenance or use of the premises leased to you and caused, in whole or in part, by some negligent acts or omissions of you, your employees, your agents, or your subcontractors. There is no coverage for the additional insured for "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence of the additional insured or by those acting on behalf of the additional insured, except as provided below.

If the written agreement to indemnify an additional insured requires that you indemnify the additional insured for its sole negligence, then the coverage for the additional insured shall conform to that agreement; provided, however, that the contractual indemnification language of the agreement is valid under the law of the state where the agreement was formed. If the written agreement provides that a particular state's law will apply, then such provision will be honored.

B. Waiver Of Subrogation

For any additional insured that obtains insured status on this policy through paragraph A., above, we waive any right of recovery we may have against the additional insured because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies.

C. Exclusions

This insurance does not apply to:

1. Any "occurrence" that takes place after you cease to be a tenant in that premises.

- 2. Any construction, renovation, demolition or installation operations performed by or on behalf of the Additional Insured
- 3. Any premises for which coverage is excluded by endorsement.

D. Other Insurance

The insurance provided by this endorsement applies only to coverages and limits of insurance required by written agreement, but in no event exceeds either the scope of coverage or the limits of insurance available within this policy.

This insurance shall be excess over any other insurance available to the additional insured, whether such insurance is on an excess, contingent or primary basis, unless you are obligated under a written agreement to provide liability insurance for that additional insured on any other basis. In that event, this policy will apply solely on the basis required by such written agreement.

To the extent that the additional insured has the right to pursue any other insurance carrier for coverage, including a defense, we shall share that right with the additional insured.

Item 10. - EXPANDED BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION (FOR INSTALLATION EXPOSURES)

- A. Section II Who Is An Insured is amended to include as an insured any person or organization to whom you are obligated by a written agreement to procure additional insured coverage, provided that:
 - 1. the "bodily injury," "property damage," or "personal and advertising injury" giving rise to liability occurs subsequent to the execution of the written agreement; and
 - 2. the written agreement is in effect at the time of the "bodily injury," "property damage," or "personal and advertising injury" for which coverage is sought.

That person or organization shall be referred to as the additional insured

The coverage afforded to the additional insured is limited to liability caused, in whole or in part, by the negligent acts or omissions of you, your employees, your agents, or your subcontractors, in the performance of your ongoing operations.

This insurance does not apply to "bodily injury," or "property damage," "personal and advertising injury" arising out of "your work" included in the "products-completed operations hazard" unless you are required to provide such coverage for the additional insured by the written agreement, and then only for the period of time required by the written agreement and only for liability caused, in whole or in part, by the negligent acts or omissions of you, your employees, your agents, or your subcontractors.

There is no coverage for the additional insured for "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence of the additional insured or by those acting on behalf of the additional insured, except as provided below.

If the written agreement to indemnify an additional insured requires that you indemnify the additional insured for its sole negligence, then the coverage for the additional insured shall conform to that agreement; provided, however, that the contractual indemnification language of the agreement is valid under the law of the state where the agreement was formed. If the written agreement provides that a particular state's law will apply, then such provision will be honored

B. Waiver Of Subrogation

For any additional insured that obtains insured status on this policy through paragraph A, above, we waive any right of recovery we may have against the additional insured because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies.

C. Exclusions

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply:

- 1. to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities
- 2. to "bodily injury" or "property damage" that occurs during the ongoing operations of a project where you have purchased an Owners & Contractors Protective Liability or Railroad Protective Liability Policy for the additional insured
- 3. when coverage is available under a consolidated (wrap up) insurance program in which you are involved.

D. Other Insurance

The insurance provided by this endorsement applies only to coverages and limits of insurance required by written agreement, but in no event exceeds either the scope of coverage or the limits of insurance available within this policy.

This insurance shall be excess over any other insurance available to the additional insured, whether such insurance is on an excess, contingent or primary basis, unless you are obligated under a written agreement to provide liability insurance for that additional insured on any other basis. In that event, this policy will apply solely on the basis required by such written agreement.

To the extent that the additional insured has the right to pursue any other insurance carrier for coverage, including a defense, we shall share that right with the additional insured.

$\ensuremath{\text{Item}}$ 11. - BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION – PERSON OR ORGANIZATION

- A. Section II Who Is An Insured is amended to include as an additional insured any person or organization to whom you are obligated by a written agreement to procure additional insured coverage, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - 1. In the performance of your ongoing operations; or
 - 2. In connection with premises owned by you

provided that:

- (a) the "bodily injury", "property damage" or "personal and advertising injury" giving rise to liability occurs subsequent to the execution of the agreement; and
- (b) the written agreement is in effect at the time of the "bodily injury", "property damage", "personal injury" or "advertising injury" for which coverage is sought.

That person or organization shall be referred to as the additional insured

There is no coverage for the additional insured for "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence of the additional insured or by those acting on behalf of the additional insured, except as provided below.

If the written agreement to indemnify an additional insured requires that you indemnify the additional insured for its sole negligence, then the coverage for the additional insured shall conform to that agreement; provided, however, that the contractual indemnification language of the agreement is valid under the law of the state where the agreement was formed. If the written agreement provides that a particular state's law will apply, then such provision will be honored.

B. Waiver Of Subrogation

For any additional insured that obtains insured status on this policy through paragraph A., above, we waive any right of recovery we may have against the additional insured because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies.

C. Exclusions

This insurance does not apply to:

1. Any premises or equipment leased to you.

2. Any construction, renovation, demolition or installation operations performed by or on behalf of you, or those operating on your behalf.

D. Other Insurance

The insurance provided by this endorsement applies only to coverages and limits of insurance required by written agreement, but in no event exceeds either the scope of coverage or the limits of insurance available within this policy.

This insurance shall be excess over any other insurance available to the additional insured, whether such insurance is on an excess, contingent or primary basis, unless you are obligated under a written agreement to provide liability insurance for that additional insured on any other basis. In that event, this policy will apply solely on the basis required by such written agreement.

To the extent that the additional insured has the right to pursue any other insurance carrier for coverage, including a defense, we shall share that right with the additional insured.

Item 12. - ADDITIONAL INSURED - ARCHITECTS, ENGINEERS OR SURVEYORS

- A. Section II Who Is An Insured is amended to include as an additional insured any architect, engineer, or surveyor engaged by you but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - 1. In connection with your premises; or
 - 2. In the performance of your ongoing operations.
- B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

- 1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- 2. Supervisory, inspection, architectural or engineering activities.

Item 13. - ADDITIONAL INSURED - STATE, MUNICIPALITY OR POLITICAL SUBDIVISION - PERMITS

Section II – Who Is An Insured is amended to include as an additional insured any state, municipality or political subdivision with respect to any operations performed by you, or on your behalf, for which the state, municipality or political subdivision has issued a permit

However, this insurance does not apply to:

- 1. "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state, municipality or political subdivision; or
- 2. Any "bodily injury" or "property damage" included within the "products-completed operations hazard", except when required by written contract or agreement initiated prior to loss; or
- 3. "Bodily injury," "property damage" or "personal and advertising injury," unless negligently caused, in whole or in part, by you or those acting on your behalf.

Item 14. - ADDITIONAL INSURED AND WAIVER OF SUBROGATION - LESSOR OF LEASED EQUIPMENT

A. Section II - Who Is An Insured is amended to include as an additional insured any person or organization from whom you lease equipment when you and such person or organization have agreed in a written agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

There is no coverage for the additional insured for "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence of the additional insured or by those acting on behalf of the additional insured

A person's or organization's status as an additional insuted under this endorsement ends when the agreement with you for such leased equipment ends.

B. Waiver of Subrogation

For any additional insured that obtains insured status on this policy through paragraph A., above, we waive any right of recovery we may have against the additional insured because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

C. Other Insurance

This insurance shall be excess over any other insurance available to the additional insured, whether such insurance is on an excess, contingent or primary basis, unless you are obligated under a written agreement to provide liability insurance for that additional insured on any other basis. In that event, this policy will apply solely on the basis required by such written agreement.

To the extent that the additional insuted has the right to pursue any other insurance carrier for coverage, including a defense, we shall share that right with the additional insured

Item 15. - KNOWLEDGE OF OCCURRENCE

Subparagraph 2.a., b. and c. of Condition 2. Section IV - Commercial General Liability Conditions are amended to add the following:

As used in this paragraph, the word "you" refers to an "executive officer", partner, member or legal representative, and any other "employee" with insurance or risk management responsibilities.

Item 16. - UNINTENTIONAL ERRORS AND OMISSIONS

Paragraph 6. of Section IV - Commercial General Liability Conditions is amended to add the following:

Any unintentional error or omission in the description of, or failure to completely describe, any premises or operations intended to be covered by this policy will not invalidate or affect coverage for those premises or operations. However, you must report such error or omission to us as soon as practicable after its discovery.

This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

Item 17. - BODILY INJURY REDEFINITION

The definition of "bodily injury" in Section V - DEFINITIONS section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person. It includes death or mental anguish, which results at any time from such physical harm, physical sickness or physical disease. Mental anguish means any type of mental or emotional illness or distress

Item 18. - MOBILE EQUIPMENT REDEFINITION

Paragraph 12. f.(1) (a), (b) and (c) of Section V – Definitions does not apply to self-propelled vehicles of less than 1000 pounds gross vehicle weight.

Item 19. - SUPPLEMENTARY PAYMENTS

Section I - Coverages, Supplementary Payments - Coverages A and B, item 1. b. and 1. d., respectively, are replaced with:

- b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit" including substantiated loss of earnings up to \$500 a day because of time off from work.

Item 20. - LIBERALIZATION

Section IV - Commercial General Liability Conditions is amended to add the following:

10. Liberalization

If we adopt a change in our forms or rule which would broaden your coverage without an extra charge, the broader coverage will apply to this policy This extension is effective upon the approval of such broader coverage in your state

This endorsement is executed by the LIBERTY MUTUAL FIRE INSURANCE COMPANY						
Premium \$						
Effective Date	Expiration Date					
For attachment to Policy No.	TB2-Z81-040789-029					
Audit Basis						
Issued To		Dexter sect	1.191 RETARY	Edend 7 Keff		
		Countersigned by	A:	uthorized Representative	***********	
Issued		Sales Office and No.		End. Serial No. 26		



Columbus, OH 43215-2256

Governor John R. Kasich Administrator/CEO Stephen Buehrer

1-800-OHIOBWC

CERTIFICATE OF EMPLOYER'S RIGHT TO PAY COMPENSATION DIRECTLY

To be posted in employer's place or places of employment in compliance with Sec 4123 83 of the Ohio Revised Code. Any employer requiring more than one copy of this certificate, may reproduce as many copies of the certificate (without any alterations or changes) as required.

Policy No. & Employer 20003172

THE GREAT LAKES CONSTRUCTION CO. 2608 GREAT LAKES WAY HINCKLEY, OH 44233

Period Specified Below

DAY OF 1st

March 2011

DAY OF lst

March 2012

Subs

20003172-1

GREAT LAKES CONSTRUCTORS CO.

THIS IS TO CERTIFY that on date hereof the above named employer having met the requirements provided in Section 4123.35 of the Ohio Revised Code has been granted authority by the administrator to pay compensation directly to its injured or dependents of killed employees as provided in said Section for the period above set forth.

Stephen Buehrer

Administrator/CEO

BWC-7201

SI-1

CERTIFICATION OF PERSONAL PROPERTY TAX

State of UHIO Ss.
County of MEDINA
Before me, a Notary Public, in and for said County and State, personally appeared
ALBERT P. LE . JARS who, being duly sworn that he/she is the owner or an officer (Name)
of The Great Lakes Construction Co. and having been awarded a public contract let by (Company)
competitive bid, and that by this statement, says that at this time neither he/she, nor the corporation
is charged with any delinquent personal property taxes on the general tax list of personal property
of any county, or that attached hereto is a list of all delinquent personal property taxes charged
against him/her or the corporation
Ihe Great Lakes Construction Co. (Name of Company) By:
/ (Signature)
Sworn to before me and signed in my presence this $\frac{\sqrt{Sf}}{}$ day of
April ,20 11
LISA GRIWATCH, Notary Public State of Ohio & Cuyshoga County My commission expires July 27, 2015 Notary Public)

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

CUYAHOGA COUNTY ENGINEER

ATTACHMENT

10 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	
Hunnington National Bank	
PNC Bank	X
First Merit Bank	

Signature A. T. L.

(Rev. October 2007)

Request for Taxpayer

Give form to the

Departr Internal	nent of the Treasury Revenue Service	identification Number and Certification	489AA1	send to the IRS.
page 2.	The GR	n your income tax return) eat Lakes Construction Company different from above		
8				
it or type structions	Umited liability Other (see instru		C	Exempt payee
Print or type See Specific Instructions on		oreat Lakes Way ode 1. Ohio 44233-9530	name and addre	ss (optional)
Gal	Taxpaye	r Identification Number (TIN)	·	
alien, s your en	ole proprietor, or on ployer identification	individuals, this is your social security number (SSN). However, for a resident illisregarded entity, see the Part I instructions on page 3. For other entities, it is on number (EIN). If you do not have a number, see How to get a TIN on page 3.	Social security n	or
Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.				
Part	l Certifical	ion	34/068	_/333
1 The 2 I am Rev	r not subject to ba enue Service (IRS)	I certify that: this form is my correct texpayer identification number (or I am waiting for a numbe ckup withholding because: (a) I am exempt from backup withholding, or (b) I have rethat I am subject to backup withholding as a result of a failure to report all interest to longer subject to backup withholding, and	4	
3. Iam	ı a U.S. citizen or d	other U.S. person (defined below)		
Certifica withhold For mori arranger provide	ation instructions. ling because you h tgage interest paid nent (IRA), and ge	You must cross out item 2 above if you have been notified by the IRS that you are lave failed to report all interest and dividends on your tax return. For real estate trans, acquisition or abandonment of secured property, cancellation of debt, contribution herally, payments other than interest and dividends, you are not required to sign the lipstructions on page 4.	nsactions, item	2 does not apply
Sign Here	Signature of U.S. person	Jon B Date	2/16/1	f '
Gene	ral Instruct			

Section references are to the Internal Revenue Code unless otherwise noted,

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
 - 2. Certify that you are not subject to backup withholding, or
- 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note, If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

The U.S. owner of a disregarded entity and not the entity,

BID PACKAGE

BOARD OF CUYAHOGA COUNTY COMMISSIONERS

HIGHWAY CONSTRUCTION

CUY-FITCH ROAD (C.R. 170)
GRADE CROSSING ELIMINATION
WITH THE NORFOLK SOUTHERN RAILROAD
IN THE TOWNSHIP OF OLMSTED
AND THE CITY OF OLMSTED FALLS

P.I.D. No. 78074

CONTENTS:

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

PROPOSAL PACKAGE

BOARD OF CUYAHOGA COUNTY COMMISSIONERS

HIGHWAY CONSTRUCTION

CUY-FITCH ROAD (C.R. 170)
GRADE CROSSING ELIMINATION
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IN THE TOWNSHIP OF OLMSTED
AND THE CITY OF OLMSTED FALLS

P.I.D. No. 78074

COUNTY REQUISITION NUMBER RQ-19284

BID DUE DATE: February 22, 2011
(BIDS DUE AT 2:00 PM LOCAL TIME)

DBE GOAL 8 %

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:

HNIB CORPORATION
for the
CUYAHOGA COUNTY ENGINEER

LENORA M. LOCKETT
DIRECTOR OF PROCUREMENT AND DIVERSITY

JEANNE SCHMOTZER CLERK OF THE BOARD

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

COUNTY OF CUYAHOGA, OHIO FORM OF AGREEMENT UNIT PRICE CONTRACT

Cuyahoga Ohio on behalf of the Department	aay or 20 between the County of 20 between the 20 betwee
called the County of Cuyahoga, Ohio, Lakes Way, Hinckley, Ohio 442	and The Great Lakes Construction Co., an Ohio Company located at 2608 Great 33.
andsuccessors, executor consideration of payments hereinafter materials appliances, tools, and labor	s, administrators and assigns, hereinafter called the Contractor. WITNESSETH: That for and in mentioned, to be made by the County of Cuyahoga, Ohio, the Contractor agrees to furnish all , and perform all the work required for:
Construction of a Grade Separa Falls and Olmsted Township	ntion on Fitch Road over the Norfolk Southern Railroad in the City of Olmsted
The County of Cuyahoga Ohio, accomparty of the first part	ding to the plans and specifications and estimates and to the satisfaction and acceptance of the
contract: Notices to bidders and propo- contemplated by this contract; The cor	agrees that the following papers shall be bound with or accompany and be an essential part of this sals upon which this contract was awarded; Plans and special specifications for the improvement estruction and material specifications together with the general clauses and covenants of the County this contract is entered into; Contractor's Performance Bond and this Agreement
plans, specifications and conditions re	at the party of the Confractor hereby covenants and agrees that he has full knowledge of the site, lative to the performance of the work contemplated by this contract and made an essential part signature hereto shall constitute complete acceptance of and compliance with aforesaid plans
determined by the work actually perfore the contract, and the unit price of each	punty of Cuyahoga, Ohio agrees to pay to the Contractor a certain sum of money which shall be med by the party of the second part calculated upon the basis of completed units for each item of item as set forth in the proposal attached hereto and made a part hereof. This aforesaid sum for viation, and until actually calculated as aforementioned upon completion of the work shall be
Four Million Nine Hundred Fifty-four Four and 03/100	Thousand Nine Hundred Dollars (\$4,954,904.03)
OFFICERS, EMPLOYEES, SUBCONT ELECTRONIC MEANS BY AGREEN ELECTRONIC MEANS, AND THAT T HAVE THE SAME LEGAL EFFECT DOCUMENT. I ALSO AGREE ON I PROVISIONS OF CHAPTERS 304 AN	CT I AGREE ON BEHALF OF THE CONTRACTING OR SUBMITTING BUSINESS ENTITY, ITS RACTORS, SUBGRANTESS, AGENTS OR ASSIGNS, TO CONDUCT THIS TRANSACTION BY IGN THAT ALL DOCUMENTS REQUIRING COUNTY SIGNATURES MAY BE EXECUTED BY THE ELECTRONIC SIGNATURES AFFIXED BY THE COUNTY TO SAID DOCUMENTS SHALL AS IF THAT SIGNATURE WAS MANUALLY AFFIXED TO A PAPER VERSION OF THE BEHALF OF THE AFOREMENTIONED ENTITIES AND PERSONS, TO BE BOUND BY THE DI 1306 OF THE OHIO REVISED CODE AS THEY PERTAIN TO ELECTRONIC TRANSACTIONS, RONIC SIGNATURE POLICY OF THE COUNTY OF CUYAHOGA, OHIO
IN WITNESS WHEREOF, the party of the benefit of the party	he County of Cuyahoga, Ohio and the Contractor through its duly authorized representatives have espective signatures.
IF AN INDIVIDUAL, DOING BUSINESS UNDER A FIRM NAME, SO STATE GIVING BOTH NAMES	County of Cuyahoga, Ohio
IF A PARTINERSHIP, SO STATE, GIVING NAMES AND POST OFFICE ADDRESSES OF ALL PARTINERS ON LINES OPPOSITE	Edward FitzGerald, County Executive
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	FIRM: The Great Lakes Construction Co. SIGNATURE: ALDERT P. LEONARD TITLE: VICE PRESIDENT OF PROJECT MANAGEMENT

EFFECT

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.

PROJEC	CT TITLE/LOCATION:		outhern R	Separation on Fitch Road over ailroad in the City of Olmsted ship
DATE 0	F COMMENCEMENT:	One by the second secon		
above a				r the specific contract identified ate must be signed by both the
Signed	Contractor/Vendor)	<u>l</u>	Signed	(Owner)
Ву	ALBERT P. LEWIN	20	Ву	
Title	VICE PRESIDENT OF PRO	TECT MANJALENT.	Title	
Address	2608 GREAT LAKES	WAT	Address	
	H: Louisy, DH 44	233		
Date	03/23/2011		Date	

Prevailing Wages Public Improvement Agreement

This aga	reement is made this	day of	AD,	between the County				
of Cuya	hoga, Ohio and the Contractor,	The Great Lakes Construction Co.						
I hereby	agreed:							
1.	That the County of Cuyahoga, Chio sh	all obtain the prevailing wage rate determination and attac	ch it to the specific	ations for the work and during				
2.	otherwise comply with Ohio Revised Code, Section 4155.04. That the contract between the County of Cuyahoga, Ohio and the Contractor and the Contract between the Contractor and all subcontractors shall							
۷.	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							
4	the life of each contract pursuant to Oh. That the County of Cuyahoga, Ohio sha	o Revised Code, Section 4115.07 ill give notice to the Contractor and the Contractor shall g it required by Ohio Revised Code, Sections 4115.07 and	give notice to the st	abcontractors that they shall file				
5	That the County of Cuyahoga, Ohio sha Section 4115.071 and as set forth by the	all appoint a Prevailing Wage Coordinator who shall exert to Ohio Attorney General. The duties of the Prevailing Wag all contractors' and subcontractors' payroll reports.	cise the duties imp	osed by the Ohio Revised Code, e incorporated herein:				
	h) Maintain a list of nav dates		-					
	 within two (2) weeks after the first sworn to and signed by the Contra 	t payday, receive from each contractor a certified copy of	t its payroll report	Certified means that it must be				
	If the project is to exceed the control of the project is to exceed the can be filed once per more per mor	d four (4) months, all reports after the initial report (the i	nitial report must b	e filed within two (2) weeks)				
	If the project is to last le	ess than four (4) months, all reports are to be filed weekly	after the initial rep	oorf.				
	 d) Monitor compliance with the Prev being complied with. 	ailing Wage Law, which includes site visits to verify that	tue required postii	igs and Jon classifications are				
	e) At the completion of the project, it swom and notarized	ne Wage Coordinator is to require an Affidavit of Compli						
	f) The Coordinator is to report any n	on-compliance to the Director of the Department of Indus	strial Relations, Sta	te of Ohio in writing.				
6.	The County of Cuyahoga, Ohio shall no Coordinator	stify the Contractor and the Contractor shall notify each st	ubcontractor of the	identity of the Frevaiting Wage				
7.	That upon notice of the Prevailing Wag	e Coordinator or the Department of Industrial Relations to ing requirements of the Ohio Revised Code, Section 4115	o the Contractor of 5.071 (C), the Cont	a failure by a contractor or ractor shall take such steps as				
	are necessary to cause the contractor, su	beontractor, or other person to comply.						
	by any contractor or subcontractor, the (shoga, Ohio by the Department of Industrial of any appar County of Cuyahoga, Ohio shall withhold any further pay of all subcontractors with the Prevailing Wage Coordina	ments to the Contr	actor on this project.				
9. 10	The Contractor shall be responsible for	the compliance with all requirements of Ohio Revised Co	ide, Chapter 4115	with regard to its own work				
	force and all subcontractors.	constructed as a limitation or restriction on any party to a	word itealf of any n	rocedure or remedy available to				
† 1	them in Ohio Revised Code, Chapter 11		yolu ason of any p	to come of tomesy available to				
THE CO	DUNIY OF CUYAHOGA, OHI							
EDWAE	RD FILZGERALD							
	Y EXECUTIVE:	DA	TE:	······································				
CONTR	ACTOR							
FIRM:	The Great Lakes Cor	struction Co.						
SIGNA)	TURE: Aut P.	<u>l</u>	ATE: 3/2	3/2011				
PRINTE	D NAME: ALBEAT	P. LEONARD						
HTLE:	VECE PRESENT	OF PROJECT MANAGE MENT						

THE GREAT LAKES CONSTRUCTION CO.

Action in Writing

By

Board of Directors

The undersigned, being all the Directors of The Great Lakes Construction Co, an Ohio corporation (the "Corporation"), acting pursuant to the authority of Section 1701 54 of the Ohio Revised Code, hereby consent to the adoption of the following specified resolutions and approve and adopt such resolutions with the same force and effect as if they were approved and adopted at a duly constituted meeting of the Board of Directors of the Corporation:

RESOLVED, that from and after the date of adoption of this resolution, each of the following officers of the Corporation, namely Mark E. Grdina, John T. Habanek, Kurtis L. Knapp, Albert P. Leonard, and George J. Palko shall have full power and authority to sign and obligate the Corporation with respect to all proposals, bids, contracts, or other undertakings of any kind or nature with any federal, state, county, municipal, or other governmental entity, or with any corporation, partnership, limited liability company, joint venture, individual or other private entity, for or in connection with construction, services, equipment, retail purchases, sales or other transactions of any kind or nature involving the business of the Corporation, and such officer's signature shall be conclusive evidence that such officer was acting with the approval of the Board of Directors of the Corporation, and be it

RESOLVED FURTHER, that from and after the date of adoption of this resolution, the foregoing officers shall have full power and authority to delegate any or all of the power and authority described in the foregoing paragraph to any other officer or employee of this Corporation, with such limitations on said power and authority so delegated as shall be determined by the delegating officer, such delegation to be set forth in a writing to be entered upon the books and records of the Corporation, and be it



RESOLVED FURTHER, that all prior acts by the individuals who served as officers of the Corporation prior to the date hereof are ratified, affirmed and approved so long as taken in good faith and in the best interests of the Corporation; and be it

RESOLVED FINALLY, that all prior acts by the individuals who served as officers of the Corporation, and each of them, in connection with the foregoing resolutions and any and all other documents, instruments or agreements delivered in connection therewith to carry out and effectuate the purposes and intent of the foregoing resolutions be, and they hereby are, ratified, authorized, and approved with the same effect as if specifically authorized and approved by the Board of Directors at or prior to the time at which such acts and things were done or performed.

Dated: January 3, 2011

George J. Palko

Iohn T Habanek

James W Fox

Attest: Kurtis L Knapp, Secretary

Sworn to before me and subscribed in my presence this 24th day of March, 2011.

Notary Public

My Commission Expires: July 27, 2015.

LISA GRIWATCH, Notary Public State of Ohio & Cuyahoga County My commission expires July 27, 2015





Office of Auditor of State 88 East Broad Street Post Office Box 1140 Columbus OH 43216-1140 (614) 466-4514 (800) 282-0370

Auditor of State - Unresolved Findings for Recovery Certified Search

I have searched The Auditor of State's unresolved findings for recovery database using the following criteria:

Contractor's Information:

Organization: The Great Lakes Construction Co.

Date: 02/23/2011

This search produced the following list of possible matches:

0 Possible matches were found

10 Possible matches were found	
Name/Organization	Address
Featherstone, Jasmine	, OH
Hether, Elizabeth	3714 Mohawk Youngstown, OH 44502
Northern Ohio Rural Water Board Members	
The Harte School	, OH
The Haynes Group, Inc.	3897 E. 155th St. Cleveland, OH 44128
The Haynes Group, Inc.	3897 E. 155th Street Cleveland, OH 44128
The International Preparatory School	1301 East 9th Street, Suite 1900 Cleveland, OH 44114
Theiman, James	
Theiss, Sheila	P.O. Box 378 Racine, OH 45771
Village of Bethel Mayor's Court	, OH

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

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

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

Please note that pursuant to ORC 9.24, it is the responsibility of the public office to verify that a person to whom it plans to award a contract does not appear in the Auditor of State's database. The Auditor of State's office is not responsible for inaccurate search results caused by user error or other circumstances beyond the Auditor of State's control



OHIO HOMELAND SECURITY http://www.homelandsecurity.ohio.gov

GOVERNMENT BUSINESS AND FUNDING CONTRACTS

In accordance with section 2909.33 of the Ohio Revised Code

DECLARATION REGARDING MATERIAL ASSISTANCE/NONASSISTANCE TO A TERRORIST ORGANIZATION

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

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

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

COMPLETE THIS SECTION ONLY IF YO	OU ARE AN IN	DEPENDEN	IT CONTRACT	OR		I MI
LAST NAME		FIRST NAME				1 ""
			<u></u>			
HOME ADDRESS						
	T STATE		ZIP		COUNTY	
CITY	SIAIE		\$m*1		****	
		T WORK I	HONE		<u> </u>	
HOME PHONE		ŀ				
				<u></u>		
COMPLETE THIS SECTION ONLY IF YO	DU ARE A CO	MPANY, BU	SINESS OR O	RGANI	ZATION	
BUSINESS/ORGANIZATION NAME	20111111			, , , , , , , , , , , , , , , , , , , ,		
THE CREAT LAKES CONSTRUCTION CO.				(330) 220–3900	
BUSINESS ADDRESS						
2608 GREAT LAKES WAY						
CITY	STATE		ZIP 44233-95	30	COUNTY	INA
HINCKLEY	OIIIO		44233 33.		I TTLE	
BUSINESS/ORGANIZATION REPRESENTATIVE NAME	•			'	VICE PRESIDEN	T ESTIMATING
MARK E. GRDINA	~				A SCALL Transport	7.0
DECLARATION						
In accordance with section 2909.32 (A)(2)(I For each question, indicate either "yes," or "no	o) of the Unio K	evised Code rovided Rest	onses must be ti	uthful to	the best of your	knowledge.
For each question, indicate either yes, or the) if the space h	TOVICES TOOK	(. 1 :	•	TV. VIII
1. Are you a member of an organization on ti	ne U.S. Departm	ent of State T	errorist Exclusion	LISE		Yes X No
2 Have you used any position of prominence	a vou have with a	any country to	persuade others	to supp	ort an	Yes X No
organization on the U.S. Department of St	ate Terrorist Exc	lusion List?				Yes No
Have you knowingly solicited funds or other	or things of value	for an organi	zation on the U	S. Depar	tment of State	······
Terrorist Exclusion List?	or manife or rende			•		🗌 Yes 🔀 No
		nnization on t	halls Denadm	ent of S	tate Terrorist	
4 Have you solicited any individual for mem	persnip in an org	anization on	no o o popara			🗌 Yes 🔀 No
Exclusion List?			offorde II	otoriol c	innert or	
5. Have you committed an act that you know	or reasonably s	should have k tata Tamarist	nown, aποιαs "M Evolusion List?	alenat Si	υρροιτ Οι	Yes X No
resources" to an organization on the U.S.	nebarrheur or 2	iale renousi	EXCIDSION LIST:			
6. Have you hired or compensated a person	you knew to be	a member of	an organization o	n the U	S Department	
of State Terrorist Exclusion List, or a person	on you knew to b	e engaged in	planning, assisti	ng, or G	mynny votan	Yes X No
act of terrorism?						

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

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

		 DATE
APPLICANT SIGNATURE	MAN AND AND AND AND AND AND AND AND AND A	 2/22/11
X CONTRACTOR		
MARK E. GRDINA		

F SECTION 3517.13 OF THE O.R.C.

CERTIFICATION OF COMPLIANCE WITH SE- Check all applicable bo	exes.
BUSINESS NAME: THE GREAT LAKES CONSTRUCTION	CO ₄
UNINCORPORATED BUSINESS, ASSOCIATION ASSOCIATION ORGANIZED UNDER CHAPTER 1785), THE FOLLOWING CERTIFICATION:	
Any contract for goods or services costing more than certification by the contracting entity (vendor) that all of with 3517.13(I)(I), limiting campaign contributions to thultimate responsibility for the award of the contract:	five hundred dollars must contain a the following persons are in compliance e holder of the public office having the
• THE INDIVIDUAL • EACH PARTNER OR OWNER OF THE PARTNER BUSINESS • EACH SHAREHOLDER OF THE ASSOCIATION • EACH ADMINISTRATOR OF THE ESTATE • EACH EXECUTOR OF THE ESTATE • EACH TRUSTEE OF THE TRUST • EACH SPOUSE OF ANY OF THE PRECEEDING • EACH CHILD SEVEN YEARS TO SEVENTEEN PRECEEDING PERSONS • ANY COMBINATION OF THE PERSONS LISTE MY CONTRACTS AWARDED TO A CORPORATION PROFESSIONAL ASSOCIATION ORGANIZED UNDER THE FOLLOWING CERTIFICATION: Any contract for goods or services costing more that certification by the contracting entity (vendor) that all of with 3517.13(J)(1), limiting campaign contributions to the ultimate responsibility for the award of the contract:	FPERSONS YEARS OF AGE OF ANY OF THE ED ABOVE N OR BUSINESS TRUST (EXCEPT A ER CHAPTER 1785) MUST CONTAIN In five hundred dollars must contain a If the following persons are in compliance the holder of the public office having the
 EACH OWNER OF MORE THAN TWENTY PE BUSINESS TRUST EACH SPOUSE OF AN OWNER OF MORE THE CORPORATION OR BUSINESS TRUST EACH CHILD SEVEN YEARS TO SEVENTEEN MORE THAN TWENTY PER CENT OF THE C ANY COMBINATION OF THE PERSONS LIST 	AN TWENTY PER CENT OF THE VYEARS OF AGE OF AN OWNER OF ORPORATION OR BUSINESS TRUST
It is hereby certified that all of the persons listed above are or 3517.13(J)(1) of the Ohio Revised Code, or	in compliance with section 3517.13(I)(I)
☐ IF CONTRACTING ENTITY IS A NONPROFIT CO ORC CHAPTER 1702, THE UNDERSIGNED CERTIFIE 3517.13(J)(1) ARE NOT APPLICABLE TO THE CONTR	S THAT SECTIONS 3211.13(1)(1) WAS
MARK E. GRDINA	VICE PRESIDENT ESTIMATING
PRINTED NAME	TITLE
MATTER	2/22/11
SIGNATURE	DATE

BID GUARANTY AND CONTRACT BOND

(SECTION 153 571 Ohio Revised Code)

KNOW ALL BY THESE PRESENTS, that we, the undersigned The Great Lakes Construction Co.
2608 Great Lakes Way, Hinckley, OH 44233 (Name and Address)
as Principal and Liberty Mutual Insurance Company
(Name of Surety) as Surety,
are hereby held and firmly bound unto the Board of Cuyahoga County Commissioners
as Obligee in the penal sum of the dollar amount
of the bid submitted by the Principal to the Obligee on February 22, 2011 to undertake the project known as:
CUY-Fitch Road (C.R. 170) Grade Crossing Elimination with the Norfolk Southern Railroad in the Township of
of Olmsted and the City of Olmsted Falls
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 (\$
THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named Principal has submitted a bid on the

NOW, IHEREFORE, if the Obligee accepts the bid of the Principal and the Principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material; and in the event the Principal pays to the Obligee the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid and such larger amount for which the Obligee may in good faith contract with the next lowest bidder to perform the work covered by the bid; or in the event the Obligee does not award the contract to the next lowest bidder and resubmits the project for bidding, the Principal will pay the Obligee the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new contract documents, required advertising and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be 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; and

above referred to project;

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, ecifications, and bills of material therefor; and shall pay all lawful claims of subcontractors, materialmen, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract, we agreeing and assenting that this undertaking shall be for the benefit of any materialman or laborer having a just claim; as well as for the Obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated

THE SAID Surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of said contract or in or to the plans and specifications therefor shall in any wise affect the obligations of said Surety on its bond, and it does hereby waive notice of any such modifications, omissions or additions to the terms of the contract or to the work or to the specifications

SIGNED AND SEALED This	22nd	day of	February	, 2011	_
SIGNED AND CLICEDE THE		_			
PRINCIPAL:					
The Great Lakes Construction Co	NES COMO	<u>\</u>			
20016	***	1 11 1			
BY:	LA ED	2 1			
MARK E. CROINA		3]			
IIILE: VICE PRESIDENT ESTIMATIO	W	<u> </u>			
		<i>,</i>	SUREIY COMPANY	ADDRESS.	
SURETY: Liberty Mutual Insurance	e Company		SOKET I COMMUNITY	MDD:CDG.	•
· ·			8044 Montgomery	Road, Ste 150E	
\sim \sim \sim			Street		45000
BY: Vancy 1/9	me		Cincinnati City	OH State	45236 Zip
-16- A 10			513,98 <u>4.2222</u>	*****	
Attorney-in-Fact Nancy Nemec			Telephone		
Attorney-moraci Mancy Normoo					
			SURETY AGENT'S A	ADDRESS:	
			Neace Lukens		
			Agency Name		
			285 Cozzins Stree	et	
			Street		
			Columbus	OH	43215 Zip
			City	State	a.sp)
			614.220.9245 Telephone		
			Giophone		

NOTE: Failure by any party to sign Bid Guaranty and Contract Bond shall result in rejection of bid

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

THE GREAT LAKES CONSTRUCTION CO.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

LIBERTY MUTUAL INSURANCE COMPANY BOSTON, MASSACHUSETTS

(POWER OF ATTORNEY	
•	KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint MARK NELSON, NANCY NEMEC, ALL OF THE CITY OF COLUMBUS, STATE OF OHIO	
	MARK NELSON, NANCY NEWEC, ALL OF THE OUT TO COLONIOS OF THE AUGUSTA OF THE COLONIOS OF THE AUGUSTA OF THE AUGUS	
	ARE STOP DESCRIPTION OF THE PROPERTY AND ADDRESS OF THE PROPERTY ADDRESS OF THE PROPERTY ADDRESS OF THE PROPERTY ADDRESS OF THE PROPERTY ADDRE	
	, each individually if there be more than one named, its true and lawful attorney in fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding DOLLARS (\$ 50,000,000.00*****) each, and the FIFTY MILLION AND 00/100******) each, and the	
	execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and other surety obligations, in pursuance of the company in their own proper persons. Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.	
	That this power is made and executed pursuant to and by authority of the following By-law and Authorization:	
eposit,	ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.	4
k d	By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact	-
Ioan, Irange of credit, bank deposit, resid ralue guarantees.	Pursuant to Article XIII, Section 5 of the By-Laws, Garnet W. Elliott, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.	E S
cre le g	That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.	ارچ
agrof ci		f Attorney
oan, l	LIBERTY MUTUAL INSURANCE COMPANY	Power of
, note, loan, rate or resid		
ببن		y of this
for mortgag rate, interes	On this 15th day of January , 2009, before me, a Notary Public, personally carne Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.	e validity
Not valid fo currency ra	IN TESTIMONY WHEREOF Chave recent osubscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written OF OOMMONWEALTH OF PENNSYLVANIA Notariol Seal Teresa Pastella, Notary Public Phrough Tup, Managament County Teresa Pastella, Notary Public	To confirm the
	CERTIFICATE	Ļ
	I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing L is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company	L
	This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980	
i	VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.	
1	IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this	
	De de Variable lang	
:	THE CREAT LAKES CONSTRUCTION CO David M Carey, Assistant Secretary	

ASSETS

700010				
		Current Year		Prior Year
	1	2	. 3	4
· ·	Assets	Nonadmitted Assets	Net Admitted Assets (Cols. 1 - 2)	Net Admitted Assets
1 Bonds (Schedule D) 2 Stocks (Schedule D):	11,425,766,895	,	11 425,766,896	11,057,569,501
21 Preferred stacks 22 Common stocks 3. Morgage foars on red estate (Schedule B);	782,976,318 9 135,552,552		782 976,318 9 135,552 552	757,319,705 7,570,471,320
3.1 First Rens 3.2 Other than first liens	519,022,709		519,022 709	548,091,252
4 Real estate (Schedule A): 4 1 Properties accurried by the company (less \$ 0 encumbrances) 4 2 Properties held for the production of income (less \$ 0 encumbrances) 4 3 Properties held for table (less \$ 0 encumbrances) 5 Cash (\$ 389,512,555, Schedule E - Part 1), cash equivalents (\$ 82,179,054)	337 179,530 978,262		337, 179,530 978,262	425,989,166 1,039,982
Schedule E - Parl 2], and short-term investments (\$ 352,850,853, Schedule DA) 6. Contract loans (including \$ 0 premium actes)	824,332,462		824,332,462	1,349,305,516
7 Other invested assets (Schedule BA) 8. Recaivables for securises 9. Aggregate wile-ins for invested assets	6,771 150,576 12,271,548	205,157	5,770,944,419 12,271,548	5,131 3(1,213 2,659,056
10. Sublotats, cash and invested assets (Lines 1 to 9) 11 Title plants less \$ 0 charged off (for Title insurers only)	28,609,230,862	206,157	28,609,024,695	26,844,088,712
13. Premiuras and considerations:	133,129,777		133,129,777	140,188,757
 13.1 Uncollected premiums and agents balances in the course of collection 13.2 Deferred premiums, agents' balances and installments booked but deferred 	993,264,743	14 732 220	978,532,523	1,071,889,224
and not yet due (including \$ 0 earned but unbilled premiums) 13.3 Accorde retrospective premiums 14. Reference:	1,519,450,073 366,445,348	36,644,535	1,519,460,073 329,800,811	1 594,927 150 383,694,097
14.1 Amounts recoverable from reinsurers 14.2 Funds held by or deposited with reinsured companies 14.3 Other emounts receivable under reinsurance contracts	593,195,507 13,527,020		593, 196,507 13,527,020	550,300,803 17,294,533
15. Amounts receivable relating to uninsured plans 16.1 Current lederal and locelegt income tax recoverable and interest thereon 18.2 Net deferred tax asset	21,096 313,172,066 1788,251,090	11,418 164 925,490	9,677 313 172,066	175,315
Guaranty funds receivable or on deposit Bectronic data processing equipment and software	33,248,467 319,102,379	257 221 814	1,023,325,600 33,248,467 61,880,565	846,790,256 32,559,328 50,291,034
Furniture and equipment including health care delivery assets (\$ 0) Net adjustment in assets and leatifides due to foreign exchange rates Receivables from parent subsidiaries and affiliates.	128,014 225 346,223,617	126,014 225	intelested	
Health care (\$ 0) and other amounts receivable Aggregate write-ins for other than invested assets.	715,856,763	610 39,949,956	348,223,007 675,906,747	312 158,606 715,426,301
24 Total assets excluding Separate Accounts Segregation Accounts and Protected Cell Accounts (Lines 10 to 23) 25. From Separate Accounts, Segregated Accounts and Protected Cell Accounts	35 470,142,960	639,706,425	34,830,438,538	32,549,768,188
25. From Separate Accounts, Segregated Accounts and Protected Cell Accounts 26. Total (Lines 24 and 25)	35,470,142.960	839.706,425	34,830,436,535	32,549,788,186
DETAILS OF WRITE-IN LINES				
0901 0902.				· · · · · ·
0903. OSSB. Summary of remaining write-ios for Line 09 from craviflow page 0999, Totals (Lines 0901 through 0903 plus 0998) (Line 9 above)				
2301. Cash Surrender Value Life Insurance 2302. Amounts receivable under high deductible policies	383,284,396 172,319,200	115,054	383,284,398 172,204,146	348,531,523 165,149,487
2303. Other assets 2399. Summary of remaining wide-ins for Line 23 from overflow page 2399. Totals (Lines 230) through 2303 plus 2398) (Line 23 above)	132718,497 27,534,810	39,834,902	92,883,595 27,534,610	165,597,198 36,042,093
200 Par 200 August 2000 August 2000 (CRIS CO 900 AB)	715,856,703	39,949,956	675,906,747	715,429,301

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

Ohio Department of Insurance

Ted Strickland - Governor Mary Jo Hudson - Director

Certificate of Compliance



Issued Effective Expires 03/29/10 04/02/10 04/01/11

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

LIBERTY MUTUAL INSURANCE COMPANY

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

Section 3929 01 (A)

Accident & Health

Aircraft

Allied Lines

Boiler & Machinery

Burglary & Theft

Collectively Renewable A & H

Commercial Auto - Liability Other

Commercial Auto - No Fault

Commercial Auto - Phys Damage

Credit

Credit Accident & Health

Earthquake

Fidelity

Financial Guaranty

Fire

Glass

Group Accident & Health

Guaranteed Renewable A & H

Inland Marine

Medical Malpractice

Multiple Peril - Commercial

Multiple Peril - Farmowners

Multiple Peril - Homeowners

Noncancellable A & H

Nonrenew - State Reasons (A&H)

Ocean Marine

Other Accident only

Other Liability

Private Passenger Auto - No Fault

Private Passenger Auto-Liability Other

Private Passenger-Phys Damage

Surety

Workers Compensation

<u>LIBERTY MUTUAL INSURANCE COMPANY</u> certified in its annual statement to this Department as of December 31, 2009 that it has admitted assets in the amount of \$34,830,436,535, liabilities in the amount of \$22,338.883,620, and surplus of at least \$12,491,552,915.

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

Mary Jo Hudson

Director



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/25/2011

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.

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

Arthur J. Gallagher Risk Management Services, Inc.

SUBROGATION IS WAIVED, subject to the policy (inc.) Timothy Harris

PHONE
(AGC, No Ext): 216-566-9799

[FAX (AIC, No): 216-566-9977]

[FAX (AIC, No): 216-566-9977]

[FAX (AIC, No): 216-566-9977]

[FAX (AIC, No): 216-566-9977]

Arthur J. Gallagher Risk Management Services, Inc. 2 Summit Park Dr. Suite 235 CUSTOMER ID #: Independence, OH 44131 INSURER(S) AFFORDING COVERAGE NAIC# Timothy Harris INSURERA: LIBERTY MUT FIRE INS CO 23035 The Great Lakes Construction Company INSURER B: FIRST LIBERTY INS CORP 33588 2608 Great Lakes Way INSURER C INSURER D: Hinckley, OH 44233 INSURER E INSURER F : **REVISION NUMBER: CERTIFICATE NUMBER: 20281741**

COVERAGES

CERTIFICATE NUMBER: 20281741

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 S	SUBR	POLICY EFF	POLICY EXP (MM/DD/YYYY)	LIMATI	
LTR A		RAL LIABILITY	INSR	TB2Z81040789029		10/01/11		s 1,000,000
^		OMMERCIAL GENERAL LIABILITY			10,02,2	,	DAMAGE TO RENTED PREMISES (Ea occurrence)	s 100,000
		CLAIMS-MADE X OCCUR					MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
	GENI	AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG	\$ 2,000,000
	F	OLICY X PRO-						\$
В		MOBILE LIABILITY		AS6Z81040789030	10/01/10	10/01/11	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
l	X /	INY AUTO					BODILY INJURY (Par person)	\$
ļ	X /	ALL OWNED AUTOS					BODILY INJURY (Per accident)	\$
		SCHEDULED AUTOS BIRED AUTOS			Transfer of the Parket	:	PROPERTY DAMAGE (Per accident)	s
		ION-OWNED AUTOS						\$
l		ION-GYMED AD / GO		***				\$
A	χι	MBRELLA LIAB X OCCUR		TH2Z81040789040	10/01/10	10/01/11	EACH OCCURRENCE	\$ 1,000,000
	₹	EXCESS LIAB CLAIMS-MADE					AGGREGATE	\$ 1,000,000
	ľ	DEDUCTIBLE		##PPC				\$
	x	RETENTION \$ 10,000						\$
A	WORK	CERS COMPENSATION		EL2Z81054204150	10/01/10	10/01/11	X WC STATU- OTH- TORY LIMITS ER	
		ROPRIETOR/PARTNER/EXECUTIVE]		E.L. EACH ACCIDENT	\$ 1,000,000
	OFFIC	ER/MEMBER EXCLUDED?	N/A				E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
	If ves.	describe under RIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
DEC	~DWATE	N OF OPERATIONS / LOCATIONS / VEHIC	ES /A	Hach ACORD 181. Additional Remarks Schedu	ile if more space is	required)	I	

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

Board of Cuyahoga County Commissioners, and their officers, agents, and employees are named as Additional Insured as required by written contract with the Named Insured.

CERTIFICATE HOLDER	CANCELLATION
Board of Cuyahoga County Commissioners	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
1219 Ontario Street	AUTHORIZED REPRESENTATIVE
Cleveland, OH 44113	Imothy Sakuri
	C the care teems componential the delicerated

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIBERTY DirectSolutions for Contractors

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This endorsement modifies insurance by broadening the insurance provided by CG 00 01.

Index of modified items:

- Item 1 REASONABLE FORCE
- Item 2. NON-OWNED WATERCRAFT EXTENSION
- Item 3. ALIENATED PREMISES
- Item 4. PROPERTY IN YOUR CARE, CUSTODY OR CONTROL
- Item 5. DAMAGE TO PREMISES RENTED TO YOU EXPANDED COVERAGE
- Item 6. BODILY INJURY TO CO-EMPLOYEES
- Item 7. HEALTH CARE PROFESSIONALS AS INSUREDS
- Item 8. NEWLY FORMED OR ACQUIRED ENTITIES
- Item 9. BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION—MANAGERS OR LESSORS
 OF PREMISES
- Item 10. EXPANDED BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION (FOR INSTALLATION EXPOSURES)
- Item 11 BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION PERSON OR ORGANIZATION
- Item 12. ADDITIONAL INSURED ARCHITECTS, ENGINEERS OR SURVEYORS
- Item 13. ADDITIONAL INSURED STATE, MUNICIPALITY OR POLITICAL SUBDIVISION PERMITS
- Item 14. ADDITIONAL INSURED AND WAIVER OF SUBROGATION LESSOR OF LEASED EQUIPMENT
- Item 15. KNOWLEDGE OF OCCURRENCE
- Item 16. UNINTENTIONAL ERRORS AND OMISSIONS
- Item 17. BODILY INJURY REDEFINITION
- Item 18. MOBILE EQUIPMENT REDEFINITION
- Item 19. SUPPLEMENTARY PAYMENTS
- Item 20. LIBERALIZATION

These changes broaden the policy sections described unless differing language is separately endorsed to the coverage part.

Item 1. - REASONABLE FORCE

Exclusion a. of Coverage A is replaced by the following:

a. Expected or Intended Injury
"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion
does not apply to "bodily injury." or "property damage" resulting from the use of reasonable force to protect
persons or property

Item 2. - NON-OWNED WATERCRAFT EXTENSION

Subparagraph g. (2) of Exclusion g. of Coverage A (Section I - Coverages) is replaced by the following:

- (2) A watercraft you do not own that is:
 - (a) Less than 55 feet long; and
 - (b) Not being used for public transportation or as a common carrier.

Item 3. - ALIENATED PREMISES

1. Subparagraph j.(2) of Exclusions of Section I - Coverages - Bodily Injury And Property Damage Liability is replaced by the following:

(2) Premises you sell, give away, or abandon, if the "property damage" arises out of any part of those premises, and occurs from hazards that were known by you, or should have reasonably been known by you, at the time the property was transferred or abandoned

Item 4. - PROPERTY IN YOUR CARE, CUSTODY OR CONTROL

- 1. Subparagraphs (3) and (4) of exclusion j. of coverage A. do not apply except to
 - (a) borrowed equipment, or
 - (b) "property damage" to property in your care, custody and control while in transit

This insurance does not apply to any portion of a loss for which the insured has available any other valid and collectible insurance, whether primary, excess, contingent, or on any other basis, unless such other insurance was specifically purchased by the insured to apply in excess of this policy

2. Limits of Insurance

Subject to Paragraphs 2., 3., and 5. of Section III – Limits Of Insurance, the most we will pay for insurance provided by paragraph 1., above is:

\$10,000 Each Occurrence Limit \$25,000 Aggregate Limit

The Each Occurrence Limit for this coverage applies to all damages as a result of any one "occurrence" regardless of the number of persons or organizations who sustain damage because of that "occurrence"

The Aggregate Limit is the most we will pay for the sum of all occurrences covered by this provision.

Item 5. - DAMAGE TO PREMISES RENTED TO YOU - EXPANDED COVERAGE

A. Fire, Lightning Or Explosion Damage

The last paragraph of 2. Exclusions under Section I - Coverage A is replaced by the following:

Exclusions c. through n. do not apply to damage to premises rented to you or temporarily occupied by you with permission of the owner when the damage is caused by fire, lightning, or explosion or subsequent damages resulting from such fire, lightning or explosion, including water damage. A separate limit of insurance applies to this coverage as described in Section III – Limits of Insurance.

B. Limits for Damage to Premises Rented to You

Paragraph 6. of Section III - Limits of Insurance is replaced by the following:

Subject to 5. above, the Damage to Premises Rented to You Limit is the most we will pay under Coverage A for any combination of:

- (a) damage caused by fire, lightning, or explosion or subsequent damages resulting from such fire, lightning or explosion, including water damage to premises rented to you, or temporarily occupied by you with permission of the owner; and
- (b) "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days.

Item 6. - BODILY INJURY TO CO-EMPLOYEES

- 1. Subject to the Each Occurrence Limit and the General Aggregate Limit, Paragraphs 2.a.(1)(a), (b) and (c) of SECTION II Who Is an Insured do not apply to your supervisory or management "employees" for "bodily injury" only.
- 2 Subject to the Each Occurrence Limit and the General Aggregate Limit, Paragraphs 2.a.(1)(a), (b) and (c) of SECTION II Who Is an Insured do not apply to your "employees" or "volunteer workers" for "bodily injury" arising out of a Good Samaritan act to a co-"employee" or co-"volunteer worker." A Good Samaritan act means an attempt to rescue or aid a person in imminent or serious peril, provided the attempt is not recklessly made.

Damages owed to an injured co-"employee" or "volunteer worker" will be reduced by any amount paid or available to the injured co-"employee" or "volunteer worker" under any other valid and collectible insurance.

Item 7. - HEALTH CARE PROFESSIONALS AS INSUREDS

Paragraph 2.a. (1) (d) of Section II - Who Is An Insured is deleted unless:

(i) You are engaged in the occupation or business of providing or offering medical, surgical, dental, x-ray or nursing services, treatment, advice or instruction; or

(ii) The "employee" has any other insurance that would also cover claims arising under this provision, whether the other insurance is primary, excess, contingent or on any other basis.

Item 8. - NEWLY FORMED OR ACQUIRED ENTITIES

Paragraph 3. of Section II - Who Is An Insured is replaced by the following:

- 3. Any organization, other than a joint venture, you newly acquire or form and over which you maintain majority ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization.
 - a. Coverage under this provision is afforded only until
 - i. the 180th day after you acquire or form the organization; or
 - ii. separate coverage is purchased for the organization; or
 - iii. the end of the policy period, whichever is earlier.
 - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any past partnership, current or past joint venture or past limited liability company that is not shown as a Named Insured in the Declarations.

Item 9. - BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION—MANAGERS OR LESSORS OF PREMISES

- A. Section II Who Is An Insured is amended to include as an insured any manager or lessor of premises leased by you in which the written lease agreement obligates you to procure additional insured coverage, provided that:
 - 1. the "bodily injury", "property damage" or "personal and advertising injury" giving rise to liability occurs subsequent to the execution of the agreement; and
 - 2. the written agreement is in effect at the time of the "bodily injury", "property damage", "personal and advertising injury" for which coverage is sought.

That person or organization shall be refetred to as the additional insured.

The coverage afforded to the additional insured is limited to liability in connection with the ownership, maintenance or use of the premises leased to you and caused, in whole or in part, by some negligent acts or omissions of you, your employees, your agents, or your subcontractors. There is no coverage for the additional insured for "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence of the additional insured or by those acting on behalf of the additional insured, except as provided below.

If the written agreement to indemnify an additional insured requires that you indemnify the additional insured for its sole negligence, then the coverage for the additional insured shall conform to that agreement; provided, however, that the contractual indemnification language of the agreement is valid under the law of the state where the agreement was formed. If the written agreement provides that a particular state's law will apply, then such provision will be honored.

B. Waiver Of Subrogation

For any additional insured that obtains insured status on this policy through paragraph A., above, we waive any right of recovery we may have against the additional insured because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies.

C. Exclusions

This insurance does not apply to:

1. Any "occurrence" that takes place after you cease to be a tenant in that premises.

- 2. Any construction, renovation, demolition or installation operations performed by or on behalf of the Additional Insured.
- 3. Any premises for which coverage is excluded by endorsement.

D. Other Insurance

The insurance provided by this endorsement applies only to coverages and limits of insurance required by written agreement, but in no event exceeds either the scope of coverage or the limits of insurance available within this policy.

This insurance shall be excess over any other insurance available to the additional insured, whether such insurance is on an excess, contingent or primary basis, unless you are obligated under a written agreement to provide liability insurance for that additional insured on any other basis. In that event, this policy will apply solely on the basis required by such written agreement.

To the extent that the additional insured has the right to pursue any other insurance carrier for coverage, including a defense, we shall share that right with the additional insured.

Item 10. - EXPANDED BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION (FOR INSTALLATION EXPOSURES)

- A. Section II Who Is An Insured is amended to include as an insured any person or organization to whom you are obligated by a written agreement to procure additional insured coverage, provided that:
 - 1. the "bodily injury," "property damage," or "personal and advertising injury" giving rise to liability occurs subsequent to the execution of the written agreement; and
 - 2. the written agreement is in effect at the time of the "bodily injury," "property damage," or "personal and advertising injury" for which coverage is sought.

That person or organization shall be referred to as the additional insured

The coverage afforded to the additional insured is limited to liability caused, in whole or in part, by the negligent acts or omissions of you, your employees, your agents, or your subcontractors, in the performance of your ongoing operations

This insurance does not apply to "bodily injury," or "property damage," "personal and advertising injury" arising out of "your work" included in the "products-completed operations hazard" unless you are required to provide such coverage for the additional insured by the written agreement, and then only for the period of time required by the written agreement and only for liability caused, in whole or in part, by the negligent acts or omissions of you, your employees, your agents, or your subcontractors.

There is no coverage for the additional insured for "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence of the additional insured or by those acting on behalf of the additional insured, except as provided below.

If the written agreement to indemnify an additional insured requires that you indemnify the additional insured for its sole negligence, then the coverage for the additional insured shall conform to that agreement; provided, however, that the contractual indemnification language of the agreement is valid under the law of the state where the agreement was formed. If the written agreement provides that a particular state's law will apply, then such provision will be honored

B. Waiver Of Subrogation

For any additional insured that obtains insured status on this policy through paragraph A, above, we waive any right of recovery we may have against the additional insured because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies.

C. Exclusions

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply:

- 1. to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities
- 2. to "bodily injury" or "property damage" that occurs during the ongoing operations of a project where you have purchased an Owners & Contractors Protective Liability or Railroad Protective Liability Policy for the additional insured
- 3. when coverage is available under a consolidated (wrap up) insurance program in which you are involved.

D. Other Insurance

The insurance provided by this endorsement applies only to coverages and limits of insurance required by written agreement, but in no event exceeds either the scope of coverage or the limits of insurance available within this policy.

This insurance shall be excess over any other insurance available to the additional insured, whether such insurance is on an excess, contingent or primary basis, unless you are obligated under a written agreement to provide liability insurance for that additional insured on any other basis. In that event, this policy will apply solely on the basis required by such written agreement

To the extent that the additional insured has the right to pursue any other insurance carrier for coverage, including a defense, we shall share that right with the additional insured.

Item 11. - BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION - PERSON OR ORGANIZATION

- A. Section II Who Is An Insured is amended to include as an additional insured any person or organization to whom you are obligated by a written agreement to procure additional insured coverage, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - 1. In the performance of your ongoing operations; or
 - 2. In connection with premises owned by you

provided that:

- (a) the "bodily injury", "property damage" or "personal and advertising injury" giving rise to liability occurs subsequent to the execution of the agreement; and
- (b) the written agreement is in effect at the time of the "bodily injury", "property damage", "personal injury" or "advertising injury" for which coverage is sought.

That person or organization shall be referred to as the additional insured

There is no coverage for the additional insured for "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence of the additional insured or by those acting on behalf of the additional insured, except as provided below.

If the written agreement to indemnify an additional insured requires that you indemnify the additional insured for its sole negligence, then the coverage for the additional insured shall conform to that agreement; provided, however, that the contractual indemnification language of the agreement is valid under the law of the state where the agreement was formed. If the written agreement provides that a particular state's law will apply, then such provision will be honored.

B. Waiver Of Subrogation

For any additional insured that obtains insured status on this policy through paragraph A., above, we waive any right of recovery we may have against the additional insured because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies.

C. Exclusions

This insurance does not apply to:

1. Any premises or equipment leased to you.

2. Any construction, renovation, demolition or installation operations performed by or on behalf of you, or those operating on your behalf.

D. Other Insurance

The insurance provided by this endorsement applies only to coverages and limits of insurance required by written agreement, but in no event exceeds either the scope of coverage or the limits of insurance available within this policy.

This insurance shall be excess over any other insurance available to the additional insured, whether such insurance is on an excess, contingent or primary basis, unless you are obligated under a written agreement to provide liability insurance for that additional insured on any other basis. In that event, this policy will apply solely on the basis required by such written agreement.

To the extent that the additional insured has the right to pursue any other insurance carrier for coverage, including a defense, we shall share that right with the additional insured.

Item 12. - ADDITIONAL INSURED - ARCHITECTS, ENGINEERS OR SURVEYORS

- A. Section II Who Is An Insured is amended to include as an additional insured any architect, engineer, or surveyor engaged by you but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - 1. In connection with your premises; or
 - 2. In the performance of your ongoing operations.
- B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

 This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
 - 1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - 2. Supervisory, inspection, architectural or engineering activities.

Item 13. - ADDITIONAL INSURED - STATE, MUNICIPALITY OR POLITICAL SUBDIVISION - PERMITS

Section II – Who Is An Insured is amended to include as an additional insured any state, municipality or political subdivision with respect to any operations performed by you, or on your behalf, for which the state, municipality or political subdivision has issued a permit

However, this insurance does not apply to:

- 1. "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state, municipality or political subdivision; or
- 2. Any "bodily injury" or "property damage" included within the "products-completed operations hazard", except when required by written contract or agreement initiated prior to loss; or
- 3. "Bodily injury," "property damage" or "personal and advertising injury," unless negligently caused, in whole or in part, by you or those acting on your behalf.

Item 14. - ADDITIONAL INSURED AND WAIVER OF SUBROGATION - LESSOR OF LEASED EQUIPMENT

A. Section II - Who Is An Insured is amended to include as an additional insured any person or organization from whom you lease equipment when you and such person or organization have agreed in a written agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

There is no coverage for the additional insured for "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence of the additional insured or by those acting on behalf of the additional insured

A person's or organization's status as an additional insured under this endorsement ends when the agreement with you for such leased equipment ends.

B. Waiver of Subrogation

For any additional insured that obtains insured status on this policy through paragraph A., above, we waive any right of recovery we may have against the additional insured because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

C. Other Insurance

This insurance shall be excess over any other insurance available to the additional insured, whether such insurance is on an excess, contingent or primary basis, unless you are obligated under a written agreement to provide liability insurance for that additional insured on any other basis. In that event, this policy will apply solely on the basis required by such written agreement.

To the extent that the additional insured has the right to pursue any other insurance carrier for coverage, including a defense, we shall share that right with the additional insured

Item 15. - KNOWLEDGE OF OCCURRENCE

Subparagraph 2.a., b. and c. of Condition 2. Section IV - Commercial General Liability Conditions are amended to add the following:

As used in this paragraph, the word "you" refers to an "executive officer", partner, member or legal representative, and any other "employee" with insurance or risk management responsibilities.

Item 16. - UNINTENTIONAL ERRORS AND OMISSIONS

Paragraph 6. of Section IV - Commercial General Liability Conditions is amended to add the following:

Any unintentional error or omission in the description of, or failure to completely describe, any premises or operations intended to be covered by this policy will not invalidate or affect coverage for those premises or operations. However, you must report such error or omission to us as soon as practicable after its discovery.

This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

Item 17. - BODILY INJURY REDEFINITION

The definition of "bodily injury" in Section V - DEFINITIONS section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person. It includes death or mental anguish, which results at any time from such physical harm, physical sickness or physical disease Mental anguish means any type of mental or emotional illness or distress

Item 18. - MOBILE EQUIPMENT REDEFINITION

Paragraph 12. f.(1) (a), (b) and (c) of Section V – Definitions does not apply to self-propelled vehicles of less than 1000 pounds gross vehicle weight.

Item 19. - SUPPLEMENTARY PAYMENTS

Section I - Coverages, Supplementary Payments - Coverages A and B, item 1. b. and 1. d., respectively, are replaced with:

- b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit" including substantiated loss of earnings up to \$500 a day because of time off from work.

Item 20. - LIBERALIZATION

Section IV - Commercial General Liability Conditions is amended to add the following:

10. Liberalization

If we adopt a change in our forms or rule which would broaden your coverage without an extra charge, the broader coverage will apply to this policy. This extension is effective upon the approval of such broader coverage in your state

	This endorsement is executed by the	LIBERTY MUTUAL	FIRE INSURANCE COMPANY
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Premium \$ Effective Date For attachment to Policy No. Audit Basis	Expiration Date TB2-Z81-040789-029			
Issued To		Dex	by P. 191 BECKBTARY	Llow 7 Keff
		Countersigned by	was a second of the second of	Authorized Representative
Issued		Sales Office and No.		End. Serial No. 26



Columbus, ÕH 43215-2256

Governor John R. Kasich Administrator/CEO Stephen Buehrer

ohiobwc.com 1-800-OHIOBWC

CERTIFICATE OF EMPLOYER'S RIGHT TO PAY COMPENSATION DIRECTLY

To be posted in employer's place or places of employment in compliance with Sec 4123.83 of the Ohio Revised Code. Any employer requiring more than one copy of this certificate, may reproduce as many copies of the certificate (without any alterations or changes) as required.

Policy No. & Employer 20003172

THE GREAT LAKES CONSTRUCTION CO. 2608 GREAT LAKES WAY HINCKLEY, OH 44233

Period Specified Below

DAY OF 1st

March 2011

DAY OF lst

March 2012

Subs

20003172-1

GREAT LAKES CONSTRUCTORS CO.

THIS IS TO CERTIFY that on date hereof the above named employer having met the requirements provided in Section 4123.35 of the Ohio Revised Code has been granted authority by the administrator to pay compensation directly to its injured or dependents of killed employees as provided in said Section for the period above set forth.

Stephen Buehrer

Administrator/CEO

tephin Buchun

BWC-7201

SI-1

CERTIFICATION OF PERSONAL PROPERTY TAX

State of Ouro ss.	
County of MEDINA	
Before me, a Notary Public, in and for	said County and State, personally appeared
(Name) who, being duly	
of The Great Lakes Construction Co. and having been (Company)	n awarded a public contract let by
competitive bid, and that by this statement, says that a	at this time neither he/she, nor the corporation
is charged with any delinquent personal property taxe	s on the general tax list of personal property
of any county, or that attached hereto is a list of all de	linquent personal property taxes charged
against him/her or the corporation	
	<u> The Great Lakes Construction Co.</u> (Name of Company)
Ву:	(Signature)
Sworn to before me and signed in my]	presence this _/S7 day of
April ,20 11	
LISA GRIWATCH, Notary Public State of Ohio & Cuyahoga County My commission expires July 27, 2015	hsa Huustek (Notary Public)

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

CUYAHOGA COUNTY ENGINEER

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	
Hunnington National Bank	
PNC Bank	
First Merit Bank	

Signature

LXP. L

(Rev. October 2007)

Request for Taxpayer **Identification Number and Certification**

Give form to the requester. Do not

	Revenue Service		sena to the IRS.			
page 2.	Name (as shown on your income tax return) The Great Lakes Construction Company					
e e	Business name, if different from above					
t or type tructions	Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership ☐ Limited liability company Enter the tax classification (D=disregarded entity C=corporation P=p ☐ Other (see instructions) ►	artnership) ▶	Exempt payee			
Print or type See Specific Instructions	Address (number street and apt or suite no) 2608 Great Lakes Way City, state, and ZIP code HINCKLEY, Ohio 44233-9570 Ust account number(s) here (optional)	Requester's name and ad	dress (optional)			
Part	Taxpayer Identification Number (TIN)					
alien, s	your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to p withholding. For individuals, this is your social security number (SSN). However, for a respole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entity mployer identification number (EIN). If you do not have a number, see How to get a TIN or	sident :	ty number			
Note. I	If the account is in more than one name, see the chart on page 4 for guidelines on whose ir to enter.	Employer ide	ntification number			
Part	U Certification		······································			
Under :	penalties of periury, i certify that					

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- 3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here

Signature of U.S. person ▶

Date >

2/16/11

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted,

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be Issued),
 - 2. Certify that you are not subject to backup withholding, or
- 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An Individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States.
- · An estate (other than a foreign estate), or
- · A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

The U.S. owner of a disregarded entity and not the entity.