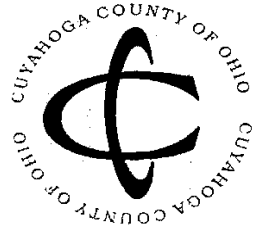


CONTRACT  
ENCUMBRANCE NO. CE1100235-01

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 \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between the County of Cuyahoga Ohio on behalf of the Department of Public Works/County Engineer, hereinafter

called the County of Cuyahoga, Ohio, and The Great Lakes Construction Co., an Ohio Company located at 2608 Great Lakes Way, Hinckley, Ohio 44233.

and \_\_\_\_\_ successors, executors, administrators and assigns, hereinafter called the Contractor. WITNESSETH: That for and in consideration of payments hereinafter mentioned, to be made by the County of Cuyahoga, Ohio, the Contractor agrees to furnish all materials appliances, tools, and labor, and perform all the work required for:

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

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

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

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

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

**Four Million Nine Hundred Fifty-four Thousand Nine Hundred Four and 03/100**

Dollars **(\$4,954,904.03)**

BY ENTERING INTO THIS CONTRACT I AGREE ON BEHALF OF THE CONTRACTING OR SUBMITTING BUSINESS ENTITY, ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, SUBGRANTEES, AGENTS OR ASSIGNS, TO CONDUCT THIS TRANSACTION BY ELECTRONIC MEANS BY AGREEING THAT ALL DOCUMENTS REQUIRING COUNTY SIGNATURES MAY BE EXECUTED BY ELECTRONIC MEANS, AND THAT THE ELECTRONIC SIGNATURES AFFIXED BY THE COUNTY TO SAID DOCUMENTS SHALL HAVE THE SAME LEGAL EFFECT AS IF THAT SIGNATURE WAS MANUALLY AFFIXED TO A PAPER VERSION OF THE DOCUMENT. I ALSO AGREE ON BEHALF OF THE AFOREMENTIONED ENTITIES AND PERSONS, TO BE BOUND BY THE PROVISIONS OF CHAPTERS 304 AND 1306 OF THE OHIO REVISED CODE AS THEY PERTAIN TO ELECTRONIC TRANSACTIONS, AND TO COMPLY WITH THE ELECTRONIC SIGNATURE POLICY OF THE COUNTY OF CUYAHOGA, OHIO

IN WITNESS WHEREOF, the party of the County of Cuyahoga, Ohio and the Contractor through its duly authorized representatives have hereunto subscribed and affixed their respective signatures.

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

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

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

County of Cuyahoga, Ohio

X 

Edward FitzGerald, County Executive

FIRM: The Great Lakes Construction Co.

SIGNATURE: 

PRINTED NAME: ALBERT P. LEONARD

TITLE: VICE PRESIDENT OF PROJECT MANAGEMENT

## 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 Olmsted Township

**DATE OF COMMENCEMENT:** \_\_\_\_\_

This certificate shall be considered a part of each order for the specific contract identified above and shall be retained by the vendor. This certificate must be signed by both the contractor/vendor and owner.

Signed Albert P. Leonard  
(Contractor/Vendor)

Signed E. Fitzgerald  
(Owner)

By ALBERT P. LEONARD

By \_\_\_\_\_

Title VICE PRESIDENT OF PROJECT MANAGEMENT

Title Edward FitzGerald  
County Executive

Address 2608 GREAT LAKES WAY  
HINDLEY, OH 44233

Address \_\_\_\_\_  
\_\_\_\_\_

Date 03/23/2011

Date \_\_\_\_\_

**Prevailing Wages  
Public Improvement Agreement**

This agreement is made this \_\_\_\_\_ day of \_\_\_\_\_ A D., \_\_\_\_\_ between the County of Cuyahoga, Ohio and the Contractor, The Great Lakes Construction Co.

I hereby agreed:

1. That the County of Cuyahoga, Ohio shall obtain the prevailing wage rate determination and attach it to the specifications for the work and during otherwise comply with Ohio Revised Code, Section 4155.04.
2. That the contract between the County of Cuyahoga, Ohio and the Contractor and the Contract between the Contractor and all subcontractors shall contain a provision requiring all contractors and subcontractors performing work on the project to pay a rate of wages not less than the wage rate determined by the Department of Industrial Relations, State of Ohio for the project
3. That the Contractor shall post in a prominent and accessible place on the site of the project a legible statement of the schedule of wage rates specified in the contract to the various classifications of laborers, workers, and mechanics employed and shall cause the statement to remain posted the life of each contract pursuant to Ohio Revised Code, Section 4115.07
4. That the County of Cuyahoga, Ohio shall give notice to the Contractor and the Contractor shall give notice to the subcontractors that they shall file certified payroll reports and the affidavit required by Ohio Revised Code, Sections 4115.07 and 4115.071.
5. That the County of Cuyahoga, Ohio shall appoint a Prevailing Wage Coordinator who shall exercise the duties imposed by the Ohio Revised Code, Section 4115.071 and as set forth by the Ohio Attorney General. The duties of the Prevailing Wage Coordinator are incorporated herein:
  - a) Set up and maintain files containing all contractors' and subcontractors' payroll reports.
  - b) Maintain a list of pay dates
  - c) Within two (2) weeks after the first payday, receive from each contractor a certified copy of its payroll report. Certified means that it must be sworn to and signed by the Contractor
    - 1) If the project is to exceed four (4) months, all reports after the initial report (the initial report must be filed within two (2) weeks) can be filed once per month.
    - 2) If the project is to last less than four (4) months, all reports are to be filed weekly after the initial report.
  - d) Monitor compliance with the Prevailing Wage Law, which includes site visits to verify that the required postings and job classifications are being complied with.
  - e) At the completion of the project, the Wage Coordinator is to require an Affidavit of Compliance from each contractor. An affidavit must be sworn and notarized
  - f) The Coordinator is to report any non-compliance to the Director of the Department of Industrial Relations, State of Ohio in writing.
6. The County of Cuyahoga, Ohio shall notify the Contractor and the Contractor shall notify each subcontractor of the identity of the Prevailing Wage Coordinator
7. That upon notice of the Prevailing Wage Coordinator or the Department of Industrial Relations to the Contractor of a failure by a contractor or subcontractor to comply with the reporting requirements of the Ohio Revised Code, Section 4115.071 (C), the Contractor shall take such steps as are necessary to cause the contractor, subcontractor, or other person to comply
8. That, upon notice to the County of Cuyahoga, Ohio by the Department of Industrial of any apparent violation of the requirements of Chapter 1145 by any contractor or subcontractor, the County of Cuyahoga, Ohio shall withhold any further payments to the Contractor on this project
9. The Contractor shall file a complete list of all subcontractors with the Prevailing Wage Coordinator prior to the start of construction
10. The Contractor shall be responsible for the compliance with all requirements of Ohio Revised Code, Chapter 4115 with regard to its own work force and all subcontractors.
11. That nothing in this agreement shall be construed as a limitation or restriction on any party to avoid itself of any procedure or remedy available to them in Ohio Revised Code, Chapter 1145.

**THE COUNTY OF CUYAHOGA, OHIO**

**EDWARD FITZGERALD**  
COUNTY EXECUTIVE: X *Ed*

DATE: \_\_\_\_\_

**CONTRACTOR**

FIRM: The Great Lakes Construction Co.

SIGNATURE: *Albert P. Leonard* DATE: 3/23/2011

PRINTED NAME: ALBERT P. LEONARD

TITLE: VICE PRESIDENT OF PROJECT MANAGEMENT



**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:

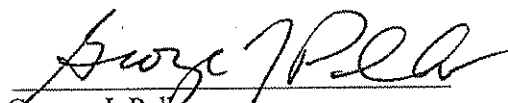
RESOLVED, that from and after the date of adoption of this resolution, each of the following officers of the Corporation, namely Mark E. Grdina, John I. Habanek, Kurtis L. Knapp, Albert P. Leonard, and George J. Palko shall have full power and authority to sign and obligate the Corporation with respect 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

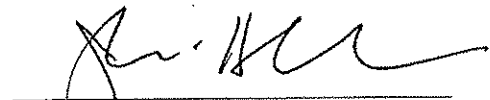
RESOLVED FURTHER, that from and after the date of adoption of this resolution, the foregoing officers shall have full power and authority to delegate any or all of the power and authority described in the foregoing paragraph to any other officer or employee of this Corporation, with such limitations 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

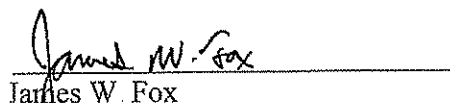
RESOLVED FURTHER, that all prior acts by the individuals who served as officers of the Corporation prior to the date hereof are ratified, affirmed and approved so long as taken in good faith and in the best interests of the Corporation; and be it

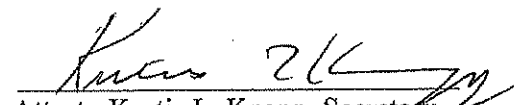
RESOLVED FINALLY, that all prior acts by the individuals who served as officers of the Corporation, and each of them, in connection with the foregoing resolutions and any and all other documents, instruments or agreements delivered in connection therewith to carry out and effectuate the purposes and 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

  
John T. Habanek

  
James W. Fox

  
Attest: Kurtis L. Knapp, Secretary

Sworn to before me and subscribed in my presence this 24<sup>th</sup> 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

THE  
GREAT LAKES  
CONSTRUCTION  
co.



## Dave Yost Ohio Auditor of State

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

### Auditor of State - Unresolved Findings for Recovery Certified Search

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

#### Contractor's Information:

**Organization:** 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



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

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

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

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

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

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

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

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

BUSINESS/ORGANIZATION NAME			PHONE	
THE GREAT LAKES CONSTRUCTION CO.			(330) 220-3900	
BUSINESS ADDRESS				
2608 GREAT LAKES WAY				
CITY	STATE	ZIP	COUNTY	
HINCKLEY	OHIO	44233-9590	MEDINA	
BUSINESS/ORGANIZATION REPRESENTATIVE NAME			TITLE	
MARK E. GRDINA			VICE PRESIDENT ESTIMATING	

**DECLARATION**

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

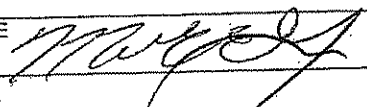
For each question, indicate either "yes," or "no" in the space provided. Responses must be truthful to the best of your knowledge.

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

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

**CERTIFICATION**

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

APPLICANT SIGNATURE <b>X</b> 	DATE 2/22/11
---	-----------------

MARK E. GRDINA

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

BUSINESS NAME: THE GREAT LAKES CONSTRUCTION CO.

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

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

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

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

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

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

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

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

MARK E. GRDINA

PRINTED NAME

VICE PRESIDENT ESTIMATING

TITLE

  
SIGNATURE

2/22/11

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 Oblige in the penal sum of the dollar amount

of the bid submitted by the Principal to the Oblige 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 Oblige, incorporating any additive or deductive alternate proposals made by the Principal on the date referred to above to the Oblige, which are accepted by the Oblige. In no case shall the penal sum exceed the amount of dollars (\$ \_\_\_\_\_ ) If the above line is left blank, the penal sum will be the full amount of the Principal's bid, including alternates. Alternatively, if completed, the amount stated must not be less than the full amount of the bid, including alternates, in dollars and cents. A percentage is not acceptable. For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns

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

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

IF THE SAID Principal shall well and faithfully perform each and every condition of such contract; and indemnify the Obligees against all damage suffered by failure to perform such contract according to the provisions thereof and in accordance with the plans, details, specifications, and bills of material 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 Obligees 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.

PRINCIPAL:

The Great Lakes Construction Co.

BY:

MARK E. ORDINA

TITLE: VICE PRESIDENT ESTIMATING

SURETY: Liberty Mutual Insurance Company

BY:

Nancy Nemec

Attorney-in-Fact

Nancy Nemec

SURETY COMPANY ADDRESS:

8044 Montgomery Road, Ste 150E

Street

Cincinnati

City

OH

State

45236

Zip

513.984.2222

Telephone

SURETY AGENT'S ADDRESS:

Neace Lukens

Agency Name

285 Cozzins Street

Street

Columbus

City

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**

, 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** DOLLARS (\$ **50,000,000.00**) each, and the 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:

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.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

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.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 15th day of January, 2009.

LIBERTY MUTUAL INSURANCE COMPANY

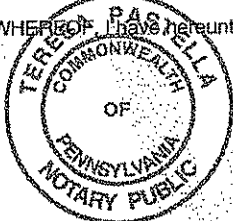
By Garnet W. Elliott  
Garnet W. Elliott, Assistant Secretary



COMMONWEALTH OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 15th day of January, 2009, before me, a Notary Public, personally came 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.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Plymouth Twp., Montgomery County  
My Commission Expires Mar. 28, 2009  
Member, Pennsylvania Association of Notaries

By Teresa Pastella  
Teresa Pastella, Notary Public

CERTIFICATE

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 22nd day of February, 2011.

THE GREAT LAKES CONSTRUCTION CO.



By David M. Carey  
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or resid value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

## ASSETS

	Current Year			Prior Year
	1	2	3	4
	Assets	Nonadmitted Assets	Net Admitted Assets (Col. 1 - 2)	Net Admitted Assets
1 Bonds (Schedule D)	11,425,765,895		11,425,765,895	11,057,659,591
2 Stocks (Schedule D):				
2.1 Preferred stocks	782,976,318		782,976,318	757,319,705
2.2 Common stocks	9,135,552,552		9,135,552,552	7,570,471,320
3 Mortgage loans on real estate (Schedule B):				
3.1 First liens	519,022,709		519,022,709	548,091,252
3.2 Other than first liens				
4 Real estate (Schedule A):				
4.1 Properties occupied by the company (less \$ 0 encumbrances)	337,179,530		337,179,530	425,999,165
4.2 Properties held for the production of income (less \$ 0 encumbrances)	978,262		978,262	1,039,982
4.3 Properties held for sale (less \$ 0 encumbrances)				
5 Cash (\$ 389,502,655, Schedule E - Part 1), cash equivalents (\$ 82,179,054, Schedule E - Part 2), and short-term investments (\$ 352,850,853, Schedule DA)	824,332,462		824,332,462	1,349,305,516
6 Contract loans (including \$ 0 premium notes)				
7 Other invested assets (Schedule BA)	5,771,150,576	206,157	5,770,944,419	5,131,343,213
8 Receivables for securities	12,271,548		12,271,548	2,559,056
9 Aggregate write-ins for invested assets				
10 Subtotals, cash and invested assets (Lines 1 to 9)	28,809,230,852	206,157	28,809,024,695	26,844,066,712
11 Title plans less \$ 0 charged off (for Title insurers only)				
12 Investment income due and accrued	133,128,777		133,128,777	140,188,757
13 Premiums and considerations:				
13.1 Uncollected premiums and agents' balances in the course of collection	993,264,743	14,732,220	978,532,523	1,071,899,224
13.2 Deferred premiums, agents' balances and installments booked but deferred and not yet due (including \$ 0 earned but unbilled premiums)	1,519,460,073		1,519,460,073	1,594,927,150
13.3 Accrued retrospective premiums	366,445,345	36,644,535	329,800,811	383,694,097
14 Reinsurance:				
14.1 Amounts recoverable from reinsurers	593,195,507		593,195,507	560,200,803
14.2 Funds held by or deposited with reinsured companies	13,527,020		13,527,020	17,294,533
14.3 Other amounts receivable under reinsurance contracts				
15 Amounts receivable relating to uninsured plans	21,095	11,418	9,677	175,315
16.1 Current federal and foreign income tax recoverable and interest thereon	313,172,066		313,172,066	
16.2 Net deferred tax asset	1,186,251,080	164,925,490	1,021,325,590	846,790,295
17 Guaranty funds receivable or on deposit	33,248,467		33,248,467	32,655,328
18 Electronic data processing equipment and software	319,102,379	257,221,814	61,880,565	50,291,004
19 Furniture and equipment including health care delivery assets (\$ 0)	125,014,225	125,014,225		
20 Net adjustment in assets and liabilities due to foreign exchange rates				
21 Receivables from parent, subsidiaries and affiliates	346,223,617	610	346,223,007	312,155,605
22 Health care (\$ 0) and other amounts receivable				
23 Aggregate write-ins for other than invested assets	715,856,703	39,949,956	675,906,747	715,420,301
24 Total assets excluding Separate Accounts, Segregated Accounts and Protected Cell Accounts (Lines 10 to 23)	35,470,142,960	639,706,425	34,830,436,535	32,549,768,158
25 From Separate Accounts, Segregated Accounts and Protected Cell Accounts				
26 Total (Lines 24 and 25)	35,470,142,960	639,706,425	34,830,436,535	32,549,768,158

DETAILS OF WRITE-IN LINES				
0901				
0902				
0903				
0998 Summary of remaining write-ins for Line 09 from overflow page				
0999 Totals (Lines 0901 through 0903 plus 0998) (Line 9 above)				
2301 Cash Surrender Value Life Insurance	383,284,396		383,284,396	348,531,523
2302 Amounts receivable under high deductible policies	172,019,200	115,054	172,204,146	165,149,487
2303 Other assets	132,718,497	39,634,902	92,883,595	165,897,199
2398 Summary of remaining write-ins for Line 23 from overflow page	27,534,610		27,534,610	38,042,693
2399 Totals (Lines 2301 through 2303 plus 2398) (Line 23 above)	715,556,703	39,949,956	675,906,747	715,420,301

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	03/29/10
Effective	04/02/10
Expires	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

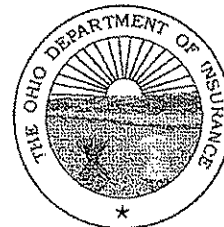
Inland Marine  
Medical Malpractice  
Multiple Peril - Commercial  
Multiple Peril - Farmowners  
Multiple Peril - Homeowners  
Noncancellable A & H  
Nonrenew - State Reasons (A&H)  
Ocean Marine  
Other Accident only  
Other Liability  
Private Passenger Auto - No Fault  
Private Passenger Auto-Liability 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

A handwritten signature in cursive script, appearing to read "Mary Jo Hudson".

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.

**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 1-216-566-9799  
Arthur J. Gallagher Risk Management Services, Inc.  
2 Summit Park Dr.  
Suite 235  
Independence, OH 44131  
Timothy Harris

CONTACT NAME: Timothy Harris  
PHONE (A/C, No, Ext): 216-566-9799 FAX (A/C, No): 216-566-9977  
E-MAIL: tim\_harris@ajg.com  
ADDRESS:  
PRODUCER  
CUSTOMER ID #:

INSURED  
The Great Lakes Construction Company  
2608 Great Lakes Way  
Hinckley, OH 44233

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: LIBERTY MUT FIRE INS CO	23035
INSURER B: FIRST LIBERTY INS CORP	33588
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

**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 SUBR INSR, WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		TR2Z81040789029	10/01/10	10/01/11	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COM/OP AGG \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC					\$
B	AUTOMOBILE LIABILITY		AS6Z81040789030	10/01/10	10/01/11	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS					\$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS					\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	TH2Z81040789040	10/01/10	10/01/11	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> DEDUCTIBLE					AGGREGATE \$ 1,000,000
	<input checked="" type="checkbox"/> RETENTION \$ 10,000					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N <input type="checkbox"/> N/A	EL2Z81054204150	10/01/10	10/01/11	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

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  
1219 Ontario Street  
Cleveland, OH 44113  
USA

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

AUTHORIZED REPRESENTATIVE

inekica  
ACORD 25 (2009/09)  
20281741

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**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 INSURED**
- 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 INSURED**

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.

#### **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

Premium \$

Effective Date

Expiration Date

For attachment to Policy No.

TB2-Z81-040789-029

Audit Basis

Issued To

  
SECRETARY

  
PRESIDENT

Countersigned by

\_\_\_\_\_  
Authorized Representative

Issued

Sales Office and No.

End. Serial No. 26



**Bureau of Workers'  
Compensation**

30 W. Spring St.  
Columbus, OH 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  1st DAY OF March 2011 1st DAY OF 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 OHIO ) ss.  
County of MEDINA )

Before me, a Notary Public, in and for said County and State, personally appeared ALBERT P. LEONARD 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

The Great Lakes Construction Co.  
(Name of Company)

By:

[Signature]  
(Signature)

Sworn to before me and signed in my presence this 15<sup>th</sup> day of

April, 20 11

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

[Signature]  
(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

☐

Huntington National Bank

☐

PNC Bank

☒

First Merit Bank

☐

Signature Ant P. Lunde

# Request for Taxpayer Identification Number and Certification

Give form to the  
requester. Do not  
send to the IRS.

Print or type  
See Specific Instructions on page 2:

Name (as shown on your income tax return) <u>The Great Lakes Construction Company</u>	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company Enter the tax classification (D=disregarded entity C=corporation P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
Address (number street and apt. or suite no.) <u>2608 Great Lakes Way</u>	
City, state, and ZIP code <u>Hinckley, Ohio 44233-9570</u>	
List account number(s) here (optional)	
Requester's name and address (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

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

Social security number
or
Employer identification number <u>3410689355</u>

## Part II Certification

Under penalties of perjury, 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
- 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 ▶ <u>John B.</u>	Date ▶ <u>2/16/11</u>
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## 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:

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

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

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

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

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

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

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



# **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**

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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:

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 \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between the County of Cuyahoga Ohio on behalf of the Department of Public Works/County Engineer, hereinafter

called the County of Cuyahoga, Ohio, and The Great Lakes Construction Co., an Ohio Company located at 2608 Great Lakes Way, Hinckley, Ohio 44233.

and \_\_\_\_\_ successors, executors, administrators and assigns, hereinafter called the Contractor. WITNESSETH: That for and in consideration of payments hereinafter mentioned, to be made by the County of Cuyahoga, Ohio, the Contractor agrees to furnish all materials appliances, tools, and labor, and perform all the work required for:

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

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

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

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

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

**Four Million Nine Hundred Fifty-four Thousand Nine Hundred Four and 03/100**

Dollars **(\$4,954,904.03)**

BY ENTERING INTO THIS CONTRACT I AGREE ON BEHALF OF THE CONTRACTING OR SUBMITTING BUSINESS ENTITY, ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, SUBGRANTEES, AGENTS OR ASSIGNS, TO CONDUCT THIS TRANSACTION BY ELECTRONIC MEANS BY AGREEING THAT ALL DOCUMENTS REQUIRING COUNTY SIGNATURES MAY BE EXECUTED BY ELECTRONIC MEANS, AND THAT THE ELECTRONIC SIGNATURES AFFIXED BY THE COUNTY TO SAID DOCUMENTS SHALL HAVE THE SAME LEGAL EFFECT AS IF THAT SIGNATURE WAS MANUALLY AFFIXED TO A PAPER VERSION OF THE DOCUMENT. I ALSO AGREE ON BEHALF OF THE AFOREMENTIONED ENTITIES AND PERSONS, TO BE BOUND BY THE PROVISIONS OF CHAPTERS 304 AND 1306 OF THE OHIO REVISED CODE AS THEY PERTAIN TO ELECTRONIC TRANSACTIONS, AND TO COMPLY WITH THE ELECTRONIC SIGNATURE POLICY OF THE COUNTY OF CUYAHOGA, OHIO

IN WITNESS WHEREOF, the party of the County of Cuyahoga, Ohio and the Contractor through its duly authorized representatives have hereunto subscribed and affixed their respective signatures.

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

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

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

County of Cuyahoga, Ohio

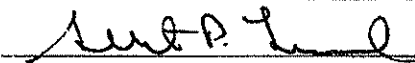
Edward FitzGerald, County Executive

FIRM: The Great Lakes Construction Co.

SIGNATURE:

PRINTED NAME:

TITLE:



ALBERT P. LEONARD

VICE PRESIDENT OF PROJECT MANAGEMENT

## 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 Olmsted Township

**DATE OF COMMENCEMENT:** \_\_\_\_\_

This certificate shall be considered a part of each order for the specific contract identified above and shall be retained by the vendor. This certificate must be signed by both the contractor/vendor and owner.

Signed	<u>Albert P. Leonard</u>	Signed	_____
	(Contractor/Vendor)		(Owner)
By	<u>ALBERT P. LEONARD</u>	By	_____
Title	<u>VICE PRESIDENT OF PORTER MANAGEMENT</u>	Title	_____
Address	<u>2608 GREAT LAKES WAY</u>	Address	_____
	<u>HINDLEY, OH 44233</u>		_____
Date	<u>03/23/2011</u>	Date	_____

**Prevailing Wages  
Public Improvement Agreement**

This agreement is made this \_\_\_\_\_ day of \_\_\_\_\_ A.D., \_\_\_\_\_ between the County of Cuyahoga, Ohio and the Contractor, The Great Lakes Construction Co.

I hereby agreed:

1. That the County of Cuyahoga, Ohio shall obtain the prevailing wage rate determination and attach it to the specifications for the work and during otherwise comply with Ohio Revised Code, Section 4155.04.
2. That the contract between the County of Cuyahoga, Ohio and the Contractor and the Contract between the Contractor and all subcontractors shall contain a provision requiring all contractors and subcontractors performing work on the project to pay a rate of wages not less than the wage rate determined by the Department of Industrial Relations, State of Ohio for the project
3. That the Contractor shall post in a prominent and accessible place on the site of the project a legible statement of the schedule of wage rates specified in the contract to the various classifications of laborers, workers, and mechanics employed and shall cause the statement to remain posted the life of each contract pursuant to Ohio Revised Code, Section 4115.07
4. That the County of Cuyahoga, Ohio shall give notice to the Contractor and the Contractor shall give notice to the subcontractors that they shall file certified payroll reports and the affidavit required by Ohio Revised Code, Sections 4115.07 and 4115.071.
5. That the County of Cuyahoga, Ohio shall appoint a Prevailing Wage Coordinator who shall exercise the duties imposed by the Ohio Revised Code, Section 4115.071 and as set forth by the Ohio Attorney General. The duties of the Prevailing Wage Coordinator are incorporated herein:
  - a) Set up and maintain files containing all contractors' and subcontractors' payroll reports.
  - b) Maintain a list of pay dates
  - c) Within two (2) weeks after the first payday, receive from each contractor a certified copy of its payroll report. Certified means that it must be sworn to and signed by the Contractor
    - 1) If the project is to exceed four (4) months, all reports after the initial report (the initial report must be filed within two (2) weeks) can be filed once per month.
    - 2) If the project is to last less than four (4) months, all reports are to be filed weekly after the initial report.
  - d) Monitor compliance with the Prevailing Wage Law, which includes site visits to verify that the required postings and job classifications are being complied with.
  - e) At the completion of the project, the Wage Coordinator is to require an Affidavit of Compliance from each contractor. An affidavit must be sworn and notarized
  - f) The Coordinator is to report any non-compliance to the Director of the Department of Industrial Relations, State of Ohio in writing.
6. The County of Cuyahoga, Ohio shall notify the Contractor and the Contractor shall notify each subcontractor of the identity of the Prevailing Wage Coordinator
7. That upon notice of the Prevailing Wage Coordinator or the Department of Industrial Relations to the Contractor of a failure by a contractor or subcontractor to comply with the reporting requirements of the Ohio Revised Code, Section 4115.071 (C), the Contractor shall take such steps as are necessary to cause the contractor, subcontractor, or other person to comply
8. That, upon notice to the County of Cuyahoga, Ohio by the Department of Industrial of any apparent violation of the requirements of Chapter 1145 by any contractor or subcontractor, the County of Cuyahoga, Ohio shall withhold any further payments to the Contractor on this project
9. The Contractor shall file a complete list of all subcontractors with the Prevailing Wage Coordinator prior to the start of construction
10. The Contractor shall be responsible for the compliance with all requirements of Ohio Revised Code, Chapter 4115 with regard to its own work force and all subcontractors.
11. That nothing in this agreement shall be construed as a limitation or restriction on any party to avoid itself of any procedure or remedy available to them in Ohio Revised Code, Chapter 1145.

**THE COUNTY OF CUYAHOGA, OHIO**

**EDWARD FITZGERALD**  
COUNTY EXECUTIVE:

DATE: \_\_\_\_\_

**CONTRACTOR**

FIRM: The Great Lakes Construction Co.

SIGNATURE: Albert P. Leonard DATE: 3/23/2011

PRINTED NAME: ALBERT P. LEONARD

TITLE: VICE PRESIDENT OF PROJECT MANAGEMENT

**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:

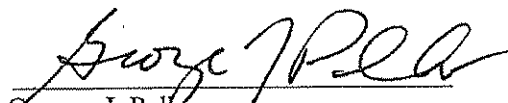
RESOLVED, that from and after the date of adoption of this resolution, each of the following officers of the Corporation, namely Mark E. Grdina, John T. Habanek, Kurtis L. Knapp, Albert P. Leonard, and George J. Palko shall have full power and authority to sign and obligate the Corporation with respect 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

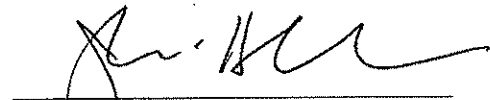
RESOLVED FURTHER, that from and after the date of adoption of this resolution, the foregoing officers shall have full power and authority to delegate any or all of the power and authority described in the foregoing paragraph to any other officer or employee of this Corporation, with such limitations 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

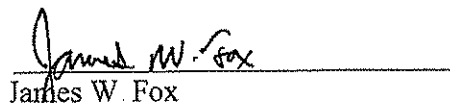
RESOLVED FURTHER, that all prior acts by the individuals who served as officers of the Corporation prior to the date hereof are ratified, affirmed and approved so long as taken in good faith and in the best interests of the Corporation; and be it

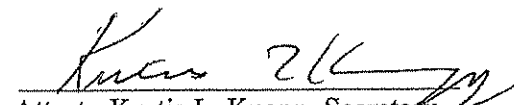
RESOLVED FINALLY, that all prior acts by the individuals who served as officers of the Corporation, and each of them, in connection with the foregoing resolutions and any and all other documents, instruments or agreements delivered in connection therewith to carry out and effectuate the purposes and 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**

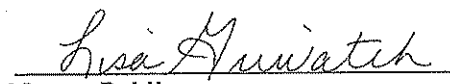
  
George J. Palko

  
John T. Habanek

  
James W. Fox

  
Attest: Kurtis L. Knapp, Secretary

Sworn to before me and subscribed in my presence this 24<sup>th</sup> 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





**Dave Yost**  
Ohio Auditor of State

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

### Auditor of State - Unresolved Findings for Recovery Certified Search

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

#### Contractor's Information:

**Organization:** 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



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

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

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

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

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

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

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

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

BUSINESS/ORGANIZATION NAME		PHONE	
THE GREAT LAKES CONSTRUCTION CO.		(330) 220-3900	
BUSINESS ADDRESS			
2608 GREAT LAKES WAY			
CITY	STATE	ZIP	COUNTY
HINCKLEY	OHIO	44233-9590	MEDINA
BUSINESS/ORGANIZATION REPRESENTATIVE NAME			TITLE
MARK E. GRDINA			VICE PRESIDENT ESTIMATING

**DECLARATION**

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

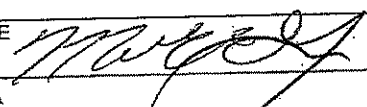
For each question, indicate either "yes," or "no" in the space provided. Responses must be truthful to the best of your knowledge.

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

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

#### CERTIFICATION

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

APPLICANT SIGNATURE <b>X</b> 	DATE 2/22/11
---	-----------------

MARK E. GRDINA

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

BUSINESS NAME: THE GREAT LAKES CONSTRUCTION CO.

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

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

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

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

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

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

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

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

MARK E. GRDINA

PRINTED NAME

VICE PRESIDENT ESTIMATING

TITLE

  
SIGNATURE

2/22/11

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 Oblige in the penal sum of the dollar amount

of the bid submitted by the Principal to the Oblige 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 Oblige, incorporating any additive or deductive alternate proposals made by the Principal on the date referred to above to the Oblige, which are accepted by the Oblige. In no case shall the penal sum exceed the amount of dollars (\$ \_\_\_\_\_ ) If the above line is left blank, the penal sum will be the full amount of the Principal's bid, including alternates. Alternatively, if completed, the amount stated must not be less than the full amount of the bid, including alternates, in dollars and cents. A percentage is not acceptable. For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns

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

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

IF THE SAID Principal shall well and faithfully perform each and every condition of such contract; and indemnify the Oblige against all damage suffered by failure to perform such contract according to the provisions thereof and in accordance with the plans, details, specifications, and bills of material 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 Oblige herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated

THE SAID Surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of said contract or in or to the plans and specifications 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.

PRINCIPAL:

The Great Lakes Construction Co.

BY: MARK E. ORDINA

TITLE: VICE PRESIDENT ESTIMATING

SURETY: Liberty Mutual Insurance Company

BY:

Nancy Nemec

Attorney-in-Fact Nancy Nemec

SURETY COMPANY ADDRESS:

8044 Montgomery Road, Ste 150E

Street

Cincinnati

City

OH

State

45236

Zip

513.984.2222

Telephone

SURETY AGENT'S ADDRESS:

Neace Lukens

Agency Name

285 Cozzins Street

Street

Columbus

City

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**

, 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** DOLLARS (\$ **50,000,000.00**) each, and the

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:

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.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

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.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 15th day of January, 2009.

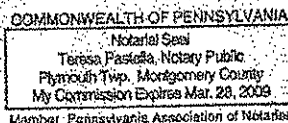
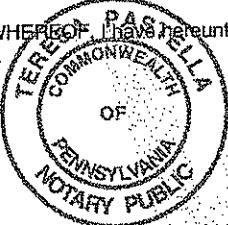
LIBERTY MUTUAL INSURANCE COMPANY

By Garnet W. Elliott  
Garnet W. Elliott, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 15th day of January, 2009, before me, a Notary Public, personally came 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.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



By Teresa Pastella  
Teresa Pastella, Notary Public

CERTIFICATE

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 22nd day of February, 2011.

THE GREAT LAKES CONSTRUCTION CO.

By David M. Carey  
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, power of credit, bank deposit, currency rate, interest rate or resid value guaranties.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

## ASSETS

	Current Year			Prior Year
	1	2	3	4
	Assets	Nonadmitted Assets	Net Admitted Assets (Cols. 1-3)	Net Admitted Assets
1 Bonds (Schedule D)	11,425,766,895		11,425,766,895	11,057,668,501
2 Stocks (Schedule D):				
2.1 Preferred stocks	782,976,318		782,976,318	767,319,706
2.2 Common stocks	9,135,652,662		9,135,652,662	7,570,471,320
3 Mortgage loans on real estate (Schedule B):				
3.1 First liens	519,022,709		519,022,709	548,091,252
3.2 Other than first liens				
4 Real estate (Schedule A):				
4.1 Properties occupied by the company (less \$ 0 encumbrances)	337,179,530		337,179,530	425,999,166
4.2 Properties held for the production of income (less \$ 0 encumbrances)	978,262		978,262	1,039,982
4.3 Properties held for sale (less \$ 0 encumbrances)				
5 Cash (\$ 389,502,555, Schedule E - Part 1), cash equivalents (\$ 82,179,054, Schedule E - Part 2), and short-term investments (\$ 352,850,853, Schedule DA)	824,332,462		824,332,462	1,349,305,516
6 Contract loans (including \$ 0 premium notes)				
7 Other invested assets (Schedule BA)	5,771,150,576	206,157	5,770,944,419	5,131,343,213
8 Receivables for securities	12,271,548		12,271,548	2,658,056
9 Aggregate write-ins for invested assets				
10 Subtotals, cash and invested assets (Lines 1 to 9)	28,609,830,862	206,157	28,609,024,695	26,844,084,712
11 Title plans less \$ 0 charged off (for Title insurers only)				
12 Investment income due and accrued	133,128,777		133,128,777	190,188,757
13 Premiums and considerations:				
13.1 Uncollected premiums and agents' balances in the course of collection	993,294,743	14,732,220	978,562,523	1,071,899,224
13.2 Deferred premiums, agents' balances and installments booked but deferred and not yet due (including \$ 0 earned but unbilled premiums)	1,519,460,073		1,519,460,073	1,594,927,150
13.3 Accrued retrospective premiums	366,445,346	36,644,535	329,800,811	383,694,097
14 Reinsurance:				
14.1 Amounts recoverable from reinsurers	593,195,507		593,195,507	590,300,803
14.2 Funds held by or deposited with reinsured companies	13,527,020		13,527,020	17,294,533
14.3 Other amounts receivable under reinsurance contracts				
15 Amounts receivable relating to uninsured plans	21,095	11,418	9,677	175,315
16.1 Current federal and foreign income tax recoverable and interest thereon	313,172,066		313,172,066	
16.2 Net deferred tax asset	1,188,251,090	194,925,490	1,023,325,600	846,790,256
17 Guaranty funds receivable or on deposit	33,248,467		33,248,467	32,555,328
18 Electronic data processing equipment and software	319,102,379	257,221,814	61,880,565	50,291,004
19 Furniture and equipment, including health care delivery assets (\$ 0)	126,014,225	126,014,225		
20 Net adjustment in assets and liabilities due to foreign exchange rates				
21 Receivables from parent, subsidiaries and affiliates	346,223,617	610	346,223,007	312,158,606
22 Health care (\$ 0) and other amounts receivable				
23 Aggregate write-ins for other than invested assets	715,856,703	39,949,956	675,906,747	715,429,301
24 Total assets excluding Separate Accounts, Segregated Accounts and Protected Cell Accounts (Lines 10 to 23)	35,470,142,960	639,706,425	34,830,436,535	32,549,788,188
25 From Separate Accounts, Segregated Accounts and Protected Cell Accounts				
26 Total (Lines 24 and 25)	35,470,142,960	639,706,425	34,830,436,535	32,549,788,188

DETAILS OF WRITE-INS				
0901				
0902				
0903				
0998 Summary of remaining write-ins for Line 09 from overflow page				
0999 Totals (Lines 0901 through 0903 plus 0998) (Line 9 above)				
2301 Cash Surrender Value Life Insurance	383,284,396		383,284,396	348,531,523
2302 Amounts receivable under high deductible policies	172,319,200	115,054	172,204,146	165,149,487
2303 Other assets	132,718,497	39,634,902	92,883,595	165,597,198
2398 Summary of remaining write-ins for Line 23 from overflow page	27,534,810		27,534,810	35,042,693
2399 Totals (Lines 2301 through 2303 plus 2398) (Line 23 above)	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	03/29/10
Effective	04/02/10
Expires	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

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.

**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).

<b>PRODUCER</b> 1-216-566-9799 Arthur J. Gallagher Risk Management Services, Inc. 2 Summit Park Dr. Suite 235 Independence, OH 44131 Timothy Harris	<b>CONTACT</b> NAME: Timothy Harris PHONE (A/C, No, Ext): 216-566-9799 FAX (A/C, No): 216-566-9977 E-MAIL ADDRESS: tim_harris@ajg.com PRODUCER CUSTOMER ID #:														
<b>INSURED</b> The Great Lakes Construction Company 2608 Great Lakes Way Hinckley, OH 44233	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: LIBERTY MUT FIRE INS CO</td><td>23035</td></tr><tr><td>INSURER B: FIRST LIBERTY INS CORP</td><td>33588</td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: LIBERTY MUT FIRE INS CO	23035	INSURER B: FIRST LIBERTY INS CORP	33588	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															

**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 SUBR INSR. WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		TB2Z81040789029	10/01/10	10/01/11	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 100,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 5,000</td></tr><tr><td>PERSONAL &amp; ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 2,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	MED EXP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$
EACH OCCURRENCE	\$ 1,000,000																			
DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000																			
MED EXP (Any one person)	\$ 5,000																			
PERSONAL & ADV INJURY	\$ 1,000,000																			
GENERAL AGGREGATE	\$ 2,000,000																			
PRODUCTS - COMP/OP AGG	\$ 2,000,000																			
	\$																			
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		AS6Z81040789030	10/01/10	10/01/11	<table border="1"><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td></td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$		\$		
COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000																			
BODILY INJURY (Per person)	\$																			
BODILY INJURY (Per accident)	\$																			
PROPERTY DAMAGE (Per accident)	\$																			
	\$																			
	\$																			
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE  DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000		TH2Z81040789040	10/01/10	10/01/11	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>AGGREGATE</td><td>\$ 1,000,000</td></tr><tr><td></td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	AGGREGATE	\$ 1,000,000		\$		\$						
EACH OCCURRENCE	\$ 1,000,000																			
AGGREGATE	\$ 1,000,000																			
	\$																			
	\$																			
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A		EL2Z81054204150	10/01/10	10/01/11	<table border="1"><tr><td><input checked="" type="checkbox"/> WC STATUTORY LIMITS</td><td>OTH-ER</td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 1,000,000</td></tr></table>	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTH-ER	E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000						
<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTH-ER																			
E.L. EACH ACCIDENT	\$ 1,000,000																			
E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000																			
E.L. DISEASE - POLICY LIMIT	\$ 1,000,000																			

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

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**

Board of Cuyahoga County Commissioners  
  
1219 Ontario Street  
  
Cleveland, OH 44113  
  
USA

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

**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 INSURED
- 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 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.

#### **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

Premium \$

Effective Date

Expiration Date

For attachment to Policy No.

IB2-Z81-040789-029

Audit Basis

Issued To

  
SECRETARY

  
PRESIDENT

Countersigned by

\_\_\_\_\_  
Authorized Representative

Issued

Sales Office and No.

End. Serial No. 26



Bureau of Workers'  
Compensation  
30 W. Spring St.  
Columbus, OH 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  1st DAY OF March 2011 1st DAY OF 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 OHIO ) ss.  
County of MEDINA )

Before me, a Notary Public, in and for said County and State, personally appeared ALBERT P. LEONARD 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

The Great Lakes Construction Co.  
(Name of Company)

By: [Signature]  
(Signature)

Sworn to before me and signed in my presence this 15<sup>th</sup> day of April, 20 11

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

[Signature]  
(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

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

.....

Huntington National Bank

7

PNC Bank



First Merit Bank

11/11/2011

Signature

At P. 1

**Request for Taxpayer  
Identification Number and Certification**

Give form to the  
requester. Do not  
send to the IRS.

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return) <u>The Great Lakes Construction Company</u>	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company Enter the tax classification (D=disregarded entity C=corporation P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
Address (number street and apt or suite no.) <u>2608 Great Lakes Way</u>	Requester's name and address (optional)
City, state, and ZIP code <u>Hinckley, Ohio 44233-9570</u>	
List account number(s) here (optional)	

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

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

Social security number
or
Employer identification number <u>3410689355</u>

**Part II Certification**

Under penalties of perjury, 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
- 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 ▶ <u>John B.</u>	Date ▶ <u>2/16/11</u>
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**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:

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

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

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

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

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

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

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