

**RESOLUTION DECLARING A REAL AND PRESENT EMERGENCY EXISTS AT THE LIFT BRIDGE LOCATED ON STATE ROUTE 531 WITHIN THE CITY OF ASHTABULA, DUE TO A BRAKE SYSTEM FAILURE, ENGINEER'S OFFICE**

WHEREAS, in accordance with the provisions of Ohio Revised Code §307.86 (A) competitive bidding is not required when the Board of Commissioners by unanimous vote of its members makes the determination that a real and present emergency exists and such determination and the reasons therefor are entered into the minutes of the proceedings of the Board; and

WHEREAS, this Board has been informed by the Ashtabula County Engineer, that emergency replacement of the brake system at the Lift Bridge located on State Route 531 within the City of Ashtabula will need to be completed immediately; and

WHEREAS, the brake system is as important as one of the main bridge supporting members and currently the bridge does not react correctly when it is windy and during other adverse weather conditions, and as it progresses the bridge may need to be left in the up position during boating season, because waterway traffic trumps the roadway; and

WHEREAS, the existing brake system was installed during the 1985 rehab, but the manufacturer is defunct, making parts and any replacement unavailable and requires the replacement of the whole brake system; and

WHEREAS, the project cost is estimated currently at \$596,830.00 and the Ohio Department of Transportation has asked the Engineer's office to administer the project and will reimburse the Engineer's Office for costs, up to \$700,000, if needed; and

WHEREAS, The Ruhlin Company, 6931 Ridge Road, P.O. Box 190, Sharon Center, Ohio 44274 will be performing the work; and

WHEREAS, the Board has determined that this constitutes a real and present emergency exists and the Lift Bridge brake system needs replaced immediately to ensure the safety of waterway, motor vehicle and pedestrian traffic, as the Lift Bridge is located in the Ashtabula Harbor, a hot spot for tourism and the local community; now

THEREFORE, BE IT RESOLVED, by the Board of Ashtabula County Commissioners, by unanimous vote of its members, that a real and present emergency is declared at the Lift Bridge located on State Route 531 within the City of Ashtabula, as outlined above and The Ruhlin Company will be performing the work for the Emergency Lift Bridge Brake Replacement.

**ASHTABULA COUNTY COMMISSIONERS  
CERTIFICATION PAGE**

Resolution No. 2024-169

March 26, 2024

**RESOLUTION DECLARING A REAL AND PRESENT EMERGENCY EXISTS AT THE  
LIFT BRIDGE LOCATED ON STATE ROUTE 531 WITHIN THE CITY OF  
ASHTABULA, DUE TO A BRAKE SYSTEM FAILURE, ENGINEER'S OFFICE**

Upon the motion of J.P. Ducro IV, seconded by Casey R. Kozlowski.

**VOTE:**

**Kathryn L. Whittington  
J.P. Ducro IV  
Casey R. Kozlowski**

**Aye  
Aye  
Aye**

**CERTIFICATE OF CLERK**

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution acted upon and duly passed by the Board of County Commissioners of Ashtabula County, Ohio, on the date noted above.



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Crystal Sturgill, Clerk of the Board  
Board of County Commissioners  
Ashtabula County, Ohio

*AKing*

**OFFICE OF THE COUNTY ENGINEER**

**PROPOSAL**

**TO THE BOARD OF COUNTY COMMISSIONERS COUNTY OF ASHTABULA**

For: Emergency Lift Bridge Brake Replacement

Bidder's Name The Ruhlin Company

Street Address 6931 Ridge Road

P.O. Box PO Box 190

City, State & zc Sharon Center, OH 44274

Quotation No. N/A

Location: W. 5<sup>th</sup> St. Lift Bridge

Date of Letting: March 14, 2024

Place of Letting: Ashtabula County Engineer's Office  
186 East Satin Street  
Jefferson, Ohio 44047

Completion Date: June 1, 2024 Brake System, August 1, 2024  
other items.

**ENGINEER'S ESTIMATE**

\$ 700,000.00

**Contractor's Total Cost & Expense**

\$ 596,830.00

## **BID DOCUMENTS**

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## **I. INSTRUCTIONS TO BIDDERS**

### **1. STANDARD SPECIFICATIONS & TERMS**

The Construction & Material Specifications of the State of Ohio, Department of Transportation (latest edition as of the date of advertisement), excluding only sections 102 and 103 titled "Bidding" and "Award", shall serve as standard specifications for any contract awarded hereunder. Said Construction & Material Specifications are referenced herein as the "Standard Specifications." Supplemental specifications, requirements, terms, conditions and covenants of these Instructions to Bidders and of the accompanying Bid Documents shall control over conflicting terms found in the Standard Specifications.

Wherever the following terms appear in the Standard Specifications, said terms shall have the following meaning:

- A. The terms "State", "State of Ohio", "Department" and "Department of Transportation" refer to the County, acting through its Board of County Commissioners. The County also may be referenced as the "County" or the "Owner" herein.
- B. The term "Director," "DCE" and "DDD" refers to the County Engineer.
- C. The term "Engineer" refers to the County Engineer, or to his duly authorized representative.
- D. The term "Laboratory" refers to such testing laboratory or consultant as shall be designated by the County Engineer, or by the County Engineer's duly authorized representative.

A numerical designation for an "item" referenced herein refers to the description of said item number as provided by the Standard Specifications.

Bidders are specifically referred to the definitions provided by section 101.03 of the Standard Specifications. Any undefined trade and technical words and terms shall be deemed to have the meaning established by trade usage in the highway/bridge construction and civil engineering consultation business.

## **2. FORM OF PROPOSAL**

Proposals shall be submitted for five buildable units as described in the scope of services, and an additional unit for the cost of engineering design. The proposal must be completed intact, without removal of any part, must recite the full name of the party making the Bid.

Each units costs shall include all material, labor, and equipment to accomplish the scope of each unit. Failure to provide a price for each unit, will render the proposal informal, allowing its rejection at the County's discretion.

The sum of the units costs shall comprise that Bidder's Bid price for consideration of award of contract.

## **3. BIDDER QUALIFICATIONS**

Bidders must be prequalified. Prequalification by the Ohio Department of Transportation, as described by ORC sections 5525.02-.09, for performance of Work of the same type, character and magnitude as described hereby, is acceptable.

## **4. EXAMINATION OF BID DOCUMENTS & SITE OF WORK**

Bidders must carefully examine the Bid Documents and perform a reasonable site investigation before submitting a proposal. Submission of a proposal is an affirmative statement that the Bidder has investigated the Project site and is satisfied as to the character, quality, quantities and conditions to be encountered in performing the Work. A reasonable site investigation includes investigating the Project site, borrow sites, hauling roads and all other locations related to the performance of the Work.

## **6. FACTORS FOR ACCEPTANCE OR REJECTION OF BIDS**

- A. Pursuant to ORC 307.86, a contract shall be awarded to a contractor / consultant team chosen at the discretion of the Ashtabula County Engineer.
- B. Any Bid which is incomplete, conditional, obscure, or which contains additions not called for or irregularities of any kind, may be rejected.
- C. The County reserves the right to reject any and all Bids, and also the right to waive any informality in the Bid. The County has the right to postpone the decision to award a contract for up to sixty (60) days.
- D. No contract shall be awarded to any person, firm, or corporation that is in arrears or is in default to the County upon any debt or contract, or that is in default as surety or otherwise upon any obligation to the County, or has failed to perform faithfully any previous contract with the County, or that has an unresolved finding of recovery with the State Auditor, or has been debarred by the County from consideration for contract awards .
- E. R.C. §3517.13(I)(3) and R.C.§ 3517.13(J)(3) require that no political subdivision shall enter into any contract for the purchase of goods or services costing more than ten thousand dollars with a corporation, individual, partnership, other unincorporated business, association, including without limitation, a professional association organized under Chapter 1785 of the revised code, estate or trust unless the contract includes a certification that the individuals named in R.C. §3517.13(I)(3) and R.C.§ 3517.13(J)(3) are in compliance with the aforementioned provisions. The offeror is required to complete the (2) affidavits contained herein and submit same with their proposal/bid. **Failure to submit the required forms with the proposal/bid packet will deem the offeror's response to be non-responsive and disqualified from receiving further considerations.**

## **7. WITHDRAWAL OF BIDS**

A Bidder may request, in writing, to withdraw its Bid within five business days of the opening. Such requests will be reviewed by the County for approval as permitted by ORC 9.31 and 153.54 (G). If approved, collection of the bid guarantee or bond will be waived.

## **8. DOMESTIC USE REQUIREMENTS; LOAD BEARING STRUCTURAL STEEL**

Domestic steel use requirements as specified in Section 153.011 of the Ohio Revised Code apply to this project. Copies of Section 153.011 of the Revised Code can be obtained from any of the offices of the State of Ohio Department of Administrative Services. This shall not apply to the brake system components.

## **9. PREVAILING WAGE RATES**

All employees on the Work site shall be paid at the prevailing wage rate for the appropriate class of Work. The prevailing wage rates shall be determined in accordance with ORC Chapter 4115, except for employees who are covered by a collective bargaining agreement in existence prior to the date of contract, who shall be paid the rate of pay provided by such agreements. Schedules of applicable prevailing wage rates are attached to the Specifications. Bidders are cautioned to assure the completeness of said wage schedules, and to notify the County Engineer prior to the bid date of any omitted schedules.

## **10. OTHER COSTS & REQUIREMENTS**

Bids must include all costs of performing the Work and all costs of fulfilling the requirements of laws, rules and regulations pertaining thereto. The following is a partial list of ancillary contract costs and requirements. Said list is provided for the convenience of Bidders, to assist in their inclusion of all components of costs and fulfillment of all requirements, though this list does not recite all such costs and requirements.

- A. Bids must include the cost of all required bonds (performance and maintenance).
- B. Bids must include the cost to procure all permits and licenses, to pay all charges, fees and taxes, and to provide all notices necessary and incidental to the due and lawful prosecution of the Work.
- C. Bids must include the cost of insurance coverage of the type and at least in the amounts set forth by section 107.12 of the Standard Specifications and by any special bid provisions.
- D. The County is exempt from all sales, excise, and transportation taxes, with the exception of State of Ohio gasoline tax. Bid prices shall exclude all such taxes.
- E. "Declaration of Personal Property Tax Delinquency" form must be fully executed and notarized pursuant to ORC section 5719.042, before an award can be made.
- F. Pursuant to ORC 3517.13(I)(3) & (J)(3), Bidders must complete the attached Contributions Limitations Certification.

## **II. SUPPLEMENTAL INSTRUCTIONS TO BIDDERS**

### **1. BIDDER PREFERENCES**

None.

### **2. ADDITIONAL BIDDER QUALIFICATION REQUIREMENTS**

ODOT Level 2 Bridge – Movable.

### **3. OTHER SUPPLEMENTAL INSTRUCTIONS TO BIDDERS**

None

### **III. SUPPLEMENTAL CONTRACT PROVISIONS**

#### **1. AWARD REQUIREMENTS OF SUCCESSFUL BIDDER / CONTRACTOR**

The following is a partial list of award of contract requirements. Said list is provided for the convenience of Bidders, to assist in their inclusion of all components of costs of such requirements, though this list does not recite all such costs and requirements.

- A. The successful Bidder/Contractor must provide a one hundred percent (100%) Performance Bond based on the contract amount, in conformity with the requirements of ORC section 153.54 (C) and 153.57 (A). A Maintenance Bond in the amount of ten percent (10%) of the final contract amount, extending coverage for one (1) year beyond the acceptance date of the completed Project, must be provided by the Contractor as a prerequisite to final payment. Said Maintenance Bond shall assure the repair and/or correction of any defects, deficiencies or omissions in the Project Work.
- B. The Contractor must provide evidence of all insurance coverage requirements of section 107.12 of the Standard Specifications.
- C. The Contractor agrees to provide the County with full and complete documentation of payment of prevailing wages to all employees of the Contractor and of its subcontractors governed by Prevailing Wage law.
- D. The Contractor agrees to provide the County with a contact person, a telephone number, a mailing address and, if available, an electronic mail address for purposes of giving notice to the Contractor of any changes in prevailing wage rates. Where an electronic mail address is given, the Contractor agrees that the use of that method by the County satisfies any notice requirements of any change in prevailing wage rates. Upon commencement of contract work, the Contractor and its subcontractors subject to the contract's prevailing wage requirements must provide the prevailing wage coordinator with a schedule of wages, with certified copies of payroll being required throughout work on the Project.
- E. The Contractor further agrees to stay informed of applicable prevailing wage rates and to immediately inform all its subcontractors and the Engineer of such changes. The Contractor agrees to defend and indemnify the County, its elected officials, agents and employees, against all claims, actions, demands, judgments, settlements, damages, liabilities, losses, and costs of any kind, including, but not limited to, reasonable fees of attorneys and experts, arising from or related to the Contractor's failure to inform its subcontractors of changes in prevailing wage rates.
- F. The Contractor must furnish the County with a completed IRS form W-9, "Request for Taxpayer Identification Number & Certification." The Internal Revenue Code requires the County to file an information return each January 31<sup>st</sup> on all payments made the previous year of \$600.00 or more. As required by Section 3406 of the Internal Revenue

Code (26 U.S.C. 3406), the County shall withhold federal taxes at a rate of thirty-one percent (31%) if a correct taxpayer identification number is not provided. Back-up withholding requirements continue until the required information is received.

## **2. OTHER CONTRACTOR DUTIES**

In addition to the duties cited by the Standard Specifications and elsewhere in these Bid Documents, the Contractor has the following duties:

- A. When determined necessary by the Engineer, the Contractor shall provide a field office, suitably located and of ample size and accommodations, from which the Engineer's inspections, as well as the Contractor's Work, may be carried out. The Contractor must keep a full set of Plans and Specifications available at the field office.
- B. The Contractor must furnish, without extra compensation therefore, such assistance as the Engineer, or his assistants or inspectors may require, in measuring in and setting stakes or marks for indicating lines, grades or levels, for measuring or determining quantities for estimates, and for handling and inspecting materials to be used on the Work, whether such materials have been delivered upon the site of the Work or are in local storage. The Contractor shall provide such facilities for weighing and measuring materials as the Engineer may deem necessary, to secure the proper fulfillment of the provisions and requirements of the Specifications.
- C. The Contractor shall diligently protect and preserve all stakes, marks, bench marks and monuments set or used by the Engineer, and shall be responsible for securing therefrom the proper lines, grades and levels for the structures to be built.
- D. The Contractor must place or construct, in such manner and at such points as the Engineer may require, necessary sanitary conveniences for the use of employees on the Work site. They shall be properly secluded from public observation, shall be maintained sanitary and inoffensive at all times, and their use shall be strictly enforced. The Contractor must provide an ample supply of pure drinking water for employees at all times, and the source of such supply shall be subject, at all times, to the approval of the Engineer.
- E. The Contractor is reminded of its duty to notify the registered underground utility protection service and owners of underground utility facilities at least two working days in advance of commencement of construction operations that may involve such facilities, to allow surface marking of facility locations.

## **3. DISCRIMINATION PROHIBITED**

The Contractor understands and agrees that, in the hiring of employees for the performance of work under the contract or any subordinate contract thereunder, the Contractor, its subcontractors and persons acting on behalf of the same shall not discriminate in the hiring or retention of

subordinate contractors or employees "by" or "for" reason of race, creed, sex, disability (as defined by ORC 4112.01) or color; nor shall said parties discriminate against any citizen of the State of Ohio in the employment of labor or workers who otherwise qualify and who are available to perform the work to which the contract relates.

Further, the Contractor and its subcontractors and persons acting on behalf of the same shall not discriminate against or intimidate any employee hired for performance of the Work under the contract on account of race, creed, sex, disability (as defined by ORC 4112.01) or color.

In addition, the Contractor agrees, as a prerequisite of award, to complete the attached "Equal Employment Opportunity Compliance Certificate," and to fulfill all requirements thereof.

#### **4. INSPECTION**

The Engineer, assistants and agents, shall have, at all times, immediate access and right to enter upon the Work site and other Work premises occupied by the Contractor as well as upon the site of all sources from which materials are being obtained for the contract. The Contractor shall provide safe and proper facilities for permitting such entrance and for inspecting and testing purposes. Subcontractors and suppliers shall have similar obligations imposed by subordinate contracts. The Contractor shall furnish the Engineer with all reasonable facilities for ascertaining that the materials and Work are in accordance with the requirement and intention of the Specifications and contract, even to the extent of uncovering or removing portions of finished Work.

The Contractor shall give definite information, at any time, as to the place from which, or persons from whom, any material is being or will be procured. All materials to be used may be subjected to such tests as the Engineer may require to assure that such materials conform, in all respects, to the requirements of the Specifications, or that they are equal in quality to samples submitted by the Contractor. All materials which do not conform to such requirements shall be rejected, and the Contractor shall remove such rejected materials from the vicinity of the Work within twenty-four (24) hours thereafter.

The inspection and supervision of the Work and materials by the Engineer, assistants and inspectors, is intended to aid the Contractor in accomplishing the fulfillment of duties and obligations under the contract, but such inspection and supervision shall not relieve the Contractor from contract obligations.

Defective Work shall be made good and unsuitable materials may be rejected, notwithstanding that such Work and materials have been previously overlooked by the Engineer and accepted or estimated for payment. If the Work, or any part thereof, is found, at any time before the acceptance of the whole Work and for the period of the Maintenance Bond thereafter, to be defective, or to contain defective materials, the Contractor shall make good such defects under the direction of the Engineer.

Upon being attached to, or incorporated in the Work, or affixed in or to the soil, all materials shall become the property of the County. Thereafter the Contractor shall have no right of property therein, unless they are afterward rejected by the Engineer. The Contractor bears risk of loss of and damage to the Work until completion and final acceptance of the Work.

The Contractor shall schedule inspection 24 hours in advance of the performance of the respective Work. At the pre-construction meeting, the Engineer shall provide the Contractor with phone numbers and names of a contact person and of the Engineer's inspectors. The Contractor shall inform the Engineer of his Work schedule and the hours that Work will be performed. The Engineer shall approve the Contractor's schedule and hours of operation before the Contractor may begin Work.

When Work is scheduled and the Contractor desires to change the approved schedule, the Contractor shall contact the Engineer's inspector at or before 7:30 a.m. of the scheduled Work date to cancel or adjust the hours of inspection. If the Contractor fails to contact the Engineer's inspector as stated above or if the notice is within two (2) hours of the scheduled inspection and is insufficient to cancel attendance by the Engineer's inspector, the Contractor will be charged for two (2) hours of inspection time at the current inspection rate. This cost will be subtracted from the Contractor's monthly pay estimate.

## **5. CHANGES IN QUANTITY OF WORK**

The quantities of Work, as given in the Estimated Quantities, are approximations only. The County Engineer shall have the power to alter by increasing, decreasing or deleting the quantities of Work to be done, either before or after the commencement of construction.

If such change involves the reduction or omission of any material or Work called for by the original Plans or Specifications, there shall be no right with the Contractor for any claims for losses or damages, or for loss of profit, growing out of such omission. If any such change involves additional material or labor, upon which the price is fixed in the Contract, that price shall govern. Any such change shall in no way relieve the Contractor of or affect any of the obligations hereunder. In like manner the County may, without affecting the contract, require the Contractor to furnish materials or to do Work for which no price is given as provided by the Standard Specifications.

If such changes result in increased or diminished expense of Work items, the prices of which are fixed in the contract, the County shall determine an equitable adjustment of such prices, which shall be final and binding on the parties hereto, subject to dispute resolution.

## **6. NO WAIVER OF RIGHTS**

No act of the County, or its assistants or inspectors, shall operate as a waiver of any provisions of the contract, nor shall any breach of this contract operate as a waiver of any other subsequent breach. Any and all remedies provided in this contract are cumulative, in addition to other remedies herein provided. The mention of any specific liability or duty of the Contractor, in any

part of the Specifications or contract, shall not be construed as a limitation or restriction upon general liability or duty imposed upon the Contractor by said Specifications and contract. Should any part of the Work be sublet by the Contractor, such action shall in no way release the Contractor from liability or obligation hereunder. The Contractor shall be liable for the acts, omissions and negligence of any subcontractor, and shall be responsible therefore as though no subcontract existed.

## **7. DAMAGES FOR LATE COMPLETION; EXTENSIONS OF TIME**

Time is of the essence to this contract. The rate of progress shall be such as to complete the Project Work within the time limit specified herein.

In the event that the Work is not completed within the time limit aforesaid, the Contractor shall reimburse the County an amount equal to the County's costs for and expenses of Project inspections, supervision and similar engineering services provided by or for the County after the expiration of the aforesaid time limit, and until completion and acceptance of the Work.

In addition, in the event that the Work is not substantially completed within the time limit aforesaid, with said incompleteness prohibiting beneficial use and occupancy of the Project, in compensation for the public's loss of use of the Project, the Contractor shall forfeit liquidated damages in the amount set forth by section 108.07 of the Standard Specifications.

Such amounts shall be deducted by the Engineer from the partial or final estimates to be allowed the Contractor.

The Board of County Commissioners may for good cause shown, extend the time of completion. Any such extension of time shall not be deemed a waiver by the County of any other rights provided for under this contract, and shall not operate to release any Surety from any of bond obligations.

## **8. NIGHT & SUNDAY WORK**

No Work requiring the presence of the Engineer's inspectors will be permitted at night or on Sunday, except in a case of an emergency, and then only to such an extent as is absolutely necessary and by written permission of the Engineer. This clause shall not prohibit the performance of Work by workmen organized for the regular continuous night work and working on only such Work as the Engineer believes may be performed satisfactorily at night.

## **9. OTHER SUPPLEMENTAL CONTRACT PROVISIONS**

None.

## **IV. SCOPE OF WORK**

### **1. GENERALLY**

The Contractor shall furnish, at its own cost and expense, all management, labor, tools, forms, equipment, appliances, machinery, transportation, materials and other things necessary, of whatever nature, to perform the Work, and shall perform and complete, within the time limit specified, all of the Work indicated or implied by including the Notice to Bidders, Instructions to Bidders, General & Supplemental Provisions, Standard Specifications, Scope of Work, Plans & Specifications, and Estimated Quantities prepared for this Project, including the removal of surplus or condemned materials, and the thorough cleaning of the site of the Work and structures built.

In no case will any Work, in excess of such requirements, be paid for unless ordered in writing by the County as hereinafter specified.

All Work shall be of the best quality throughout. Unless otherwise provided herein, all materials shall be new.

### **2. SCHEDULE OF PERFORMANCE**

At the pre-construction meeting, the Contractor must provide the Engineer with a printed schedule showing the interrelation and planned performance of all major items of Work, with completion reasonably scheduled thereon to occur by the scheduled completion date recited herein. The Engineer shall review and consider acceptance of the schedule as provided by section 108.02 (B)(1) of the Standard Specifications.

### **3. DESCRIPTION OF SCOPE OF WORK**

Replacing of the Lift Bridge brake system and other minor repairs as specified in the Scope of Services Document.

## **V. PLANS & SPECIFICATIONS**

### **1. GENERALLY**

The Plans and Specifications are intended to explain and supplement each other, and to indicate and provide for the construction of the various related parts of the Project in a complete and connected manner. Should any detail be omitted, any discrepancies or errors appear, or misunderstandings arise, in or with respect to such Plans and Specifications, the additions, corrections, or explanations necessary to provide for the construction in accordance with such intent shall be made by the Engineer, and such additions, corrections and explanations shall be final and binding upon the Contractor, subject to dispute resolution.

### **2. "OR EQUAL"**

Whenever an article, material, or equipment, is defined herein by describing a proprietary product, or by using the name of manufacturer or vendor, the term "or equal", if not inserted, shall be implied. The specific article, material, or equipment mentioned, shall be understood as indicating the type, function, minimum standard of design, efficiency, and quality desired, and shall not be construed in such a manner as to exclude manufacturer's products of comparable quality, design and efficiency. The Contractor shall comply with the requirements of the contract documents, relative to the approval of materials and equipment by the County, before the same are incorporated in the Work.

### **3. LIST OF PLANS & SPECIFICATIONS**

Design Build Scope of Services

## **VI. PREVAILING WAGE RATE SCHEDULES**

- Insert printed schedules of prevailing wage rate for applicable labor categories. Rates are available at the Ohio Department of Commerce Division of Labor & Worker Safety website, <http://www.com.ohio.gov/laws/>. -

## **VII. PROPOSAL FORMS**

### **EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS FOR SERVICE AND SUPPLY CONTRACTS**

#### **EOUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE**

As used in this Certificate, the terms "contract" and "subcontract" includes the term "Purchase Order" and all other agreements effectuating purchase of supplies or services.

This Certificate shall be renewed annually. Notwithstanding the foregoing, the certifications made herein shall remain applicable until completion of all non-exempt contracts/subcontracts awarded while this certificate is in effect. The undersigned Bidder certifies the following to the County:

- A. **REPORTS:** Within thirty (30) days after the County's award to the Bidder of any contract, and prior to each March 31 thereafter, during the performance of work under said contract, the Bidder shall file Standard Form 100, entitled "Equal Employment Opportunity Employer Information Report EEO-1" in accordance with instructions contained therein, unless the Bidder has either filed such report with the County within twelve (12) months preceding the date of the award or is not otherwise required by law or regulation to file such a report.
- B. **PRIOR REPORTS:** The Bidder, if it has participated in a previous contract or subcontract subject to the Equal Employment Opportunity Clause 41 C.F.R. Sec. 60-1.4 (a) (1) through (7), or the clause originally contained in Section 301 or Executive Order No. 10925, or the clause contained in Section 201 of the Executive Order No. 11114, has filed all required compliance reports. The Bidder shall obtain similar representations indicating submission of all required compliance reports, signed by proposed subcontractors, prior to awarding subcontracts not otherwise exempt from the Equal Employment Opportunity clause.
- C. **CERTIFICATION OF NON-SEGREGATED FACILITIES:** The Bidder certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The Bidder certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments and that it will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The Bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity Clause in this certificate. As used in this certification, the term "segregated facilities" means any waiting rooms, rest rooms, and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and

housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or natural origin, because of habit, local customs or otherwise. The Bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of any subcontracts exceeding \$10,000.00 which are not exempt from the provisions of the Equal Employment Opportunity Clause; that it will retain such certifications in its files; and that it will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

**Notice to Prospective Subcontractors of Requirement for Certification of Non-segregated Facilities:** A Certification of Non-segregated Facilities, as required by Section 60-1.8 of Title 41 of the Code of Federal Regulations, must be submitted prior to the award of a subcontract exceeding \$10,000.00 which is not otherwise exempt from the provisions of the Equal Employment Opportunity Clause.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

D. **AFFIRMATIVE ACTION COMPLIANCE PROGRAM:** Prior to 120 days after receipt of any contract in the amount of \$50,000.00 or more from the County, Bidder, if it has fifty (50) or more employees and is not otherwise exempt under 41 C.F.R., Part 60-1, shall have developed for each of his establishments a written affirmative action compliance program as called for in 41 C.F.R., Sec. 60-1.40. Bidder will also require its lower-tier subcontractors who have fifty (50) or more employees and receive a subcontract of \$50,000.00 or more and who are not otherwise exempt under C.F.R., Part 60-1 to establish written affirmative action compliance programs in accordance with 41 C.F.R., Section 60-1.40.

E. Bidders are responsible for EEO compliance as provided in Executive Order 11246 and implementing regulations Title 41, Chapter 60-4.2, 60-4.3 (Equal Employment Opportunity Clause & Notice of Standard Specifications), 60-250, and 60-741, when applicable.

F. Bidder certifies that it is not currently in receipt of any outstanding letters of deficiencies, show cause, probable cause or other such notifications or noncompliance with EEO regulations.

Signed this 18th day of March, 2024

Bidder: The Ruhlin Company

(Signed) 

Printed Name & Title: James L. Ruhlin, Jr., President & CEO

**DECLARATION OF PERSONAL PROPERTY TAX DELINQUENCY**

**OHIO REVISED CODE 5719.042**

I, the undersigned, hereby certify that the bidder identified below  IS /  
 IS NOT charged at the time of submitting this Bid with any delinquent personal  
property taxes on the general tax list of personal property of the County.

**COMPLETE THIS PARAGRAPH ONLY IF APPLICABLE:**

The amount of any such due and unpaid delinquent tax and any due and unpaid  
penalties and interest is \$ 0.00.

Bidder: The Ruhlin Company

(Signed) 

Printed Name & Title: James L. Ruhlin, Jr., President & CEO

STATE OF OHIO                    )  
COUNTY OF ASHTABULA) ss:

Before me, a Notary Public, in and for said County, personally appeared the person identified  
above, who did sign this document after first affirming that the execution of this document was  
an authorized act on behalf of the above named Bidder.

IN TESTIMONY WHEREOF, I have affixed my hand and the seal of my office at this  
18th day of March, 2024.



SARA CLARK  
Notary Public  
State of Ohio  
My Comm. Expires  
August 3, 2028

  
NOTARY PUBLIC Sara Clark

**CERTIFICATE OF BIDDER  
UNRESOLVED FINDINGS OF RECOVERY  
WITH AUDITOR OF STATE  
ORC 9.24 & 9.241**

I, the undersigned, hereby certify that the Bidder identified below:

**CHECK & COMPLETE ONLY ONE**

- has no unresolved findings of recovery with the State of Ohio Auditor, as defined by ORC 9.24 & 9.241;
- has the following unresolved findings of recovery with the State of Ohio Auditor, as defined by ORC 9.24 & 9.241:

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Signed this 18th day of March, 20 24

Bidder: The Ruhlin Company

(Signed) 

Printed Name & Title: James L. Ruhlin, Jr., President & CEO

AFFIDAVIT IN COMPLIANCE WITH SECTION 3517.13 OF THE OHIO REVISED CODE

STATE OF OHIO )  
COUNTY OF ASHTABULA )SS:

Personally appeared before me the undersigned, as an individual or as a representative of

The Ruhlin Company for a contract for Emergency Lift Bridge Brake & Replacement  
(Name of Entity) (Type of Product or Service)

to be let by the Ashtabula County Engineer, who, being duly cautioned and sworn, makes the following statement with respect to prohibit activities constituting a conflict of interest or other violations under Ohio Revised Code Section 3517.13, and further states that the undersigned has the authority to make the following representation on behalf of himself or herself or of the business entity:

1. That none of the following has individually made since April 4, 2007 and that, if awarded a contract for the purchase of goods or services with a cost aggregating more than \$10,000 in a calendar year, none of the following individually will make, beginning on the date the contract is awarded and extending until one year following the conclusion of the contract, as an individual, one or more campaign contributions totaling in excess of \$1,000, to the Ashtabula County Engineer or his individual campaign committees:
  - a. myself;
  - b. any partner or owner or shareholder of the partnership (if applicable);
  - c. any owner of more than 20% of the corporation or business trust (if applicable);
  - d. each spouse of any person identified in (a) through (c) of this section;
  - e. each child seven years of age to seventeen years of age of any person identified in division (a) through (c) of this section (only applicable to contributions made on or after January 1, 2007).

2. That none of the following have collectively made since April 4, 2007 and that, if awarded a contract for the purchase of goods or services with a cost aggregating more than \$10,000 in a calendar year, none of the following collectively will make, beginning on the date the contract is awarded and extending until one year following the conclusion of the contract, one or more campaign contributions totaling in excess of \$2,000, to the Ashtabula County Engineer or his individual campaign committees:
  - a. myself;
  - b. any partner or owner or shareholder of the partnership (if applicable);
  - c. any owner of more than 20% of the corporation or business trust (if applicable);
  - d. each spouse of any person identified in (a) through (c) of this section;
  - e. each child seven years of age to seventeen years of age of any person identified in division (a) through (c) of this section.

Signature: [Handwritten Signature]  
James L. Ruhlin, Jr.  
Title: President & CEO

SWORN TO BEFORE ME and subscribed in my presence this 18th day of March, 2024.

[Handwritten Signature]  
Notary Public Sara Clark

My commission expires: August 3, 2024



SARA CLARK  
Notary Public  
State of Ohio  
My Comm. Expires  
August 3, 2028

AFFIDAVIT IN COMPLIANCE WITH SECTION 3517.13 OF THE OHIO REVISED CODE

STATE OF OHIO )  
COUNTY OF ASHTABULA )SS:

Personally appeared before me the undersigned, as an individual or as a representative of

The Ruhlin Company for a contract for Emergency Lift Bridge Brake Replacement  
(Name of Entity) (Type of Product or Service)

to be let by the County of Ashtabula, who, being duly cautioned and sworn, makes the following statement with respect to prohibit activities constituting a conflict of interest or other violations under Ohio Revised Code Section 3517.13, and further states that the undersigned has the authority to make the following representation on behalf of himself or herself or of the business entity:

1. That none of the following has **individually** made since April 4, 2007 and that, if awarded a contract for the purchase of goods or services with a cost aggregating more than \$10,000 in a calendar year, none of the following **individually** will make, beginning on the date the contract is awarded and extending until one year following the conclusion of the contract, as an individual, one or more campaign contributions totaling in excess of \$1,000, to any member of the Ashtabula County Board of Commissioners or their individual campaign committees:
  - a. myself;
  - b. any partner or owner or shareholder of the partnership (if applicable);
  - c. any owner of more than 20% of the corporation or business trust (if applicable);
  - d. each spouse of any person identified in (a) through (c) of this section;
  - e. each child seven years of age to seventeen years of age of any person identified in division (a) through (c) of this section (only applicable to contributions made on or after January 1, 2007).
  
2. That none of the following have **collectively** made since April 4, 2007 and that, if awarded a contract for the purchase of goods or services with a cost aggregating more than \$10,000 in a calendar year, none of the following **collectively** will make, beginning on the date the contract is awarded and extending until one year following the conclusion of the contract, one or more campaign contributions totaling in excess of \$2,000, to any member of the Ashtabula County Board of Commissioners or their individual campaign committees:
  - a. myself;
  - b. any partner or owner or shareholder of the partnership (if applicable);
  - c. any owner of more than 20% of the corporation or business trust (if applicable);
  - d. each spouse of any person identified in (a) through (c) of this section;
  - e. each child seven years of age to seventeen years of age of any person identified in division (a) through (c) of this section.

Signature: [Handwritten Signature]  
Title: James L. Ruhlin, Jr.  
President & CEO

SWORN TO BEFORE ME and subscribed in my presence this 18th day of March, 20 24.

[Handwritten Signature]  
Notary Public Sara Clark  
My commission expires: August 3, 2028



**PROPOSAL**

March 14, 2024

Ashtabula County, Ohio

**To the Board of County Commissioners:**

The undersigned Bidder certifies the pre-bid examination, in its entirety, of all Bid Documents contained in or referenced by this Proposal, including the Notice to Bidders, Instructions to Bidders, General & Supplemental Provisions, Standard Specifications, Scope of Work, Plans & Specifications, and Planned Bid Items & Quantities, which shall govern this improvement and are made a part of this Proposal and the ensuing contract.

**DESCRIPTION OF THE IMPROVEMENT**

Emergency Lift Bridge Brake replacement, and other minor repairs.

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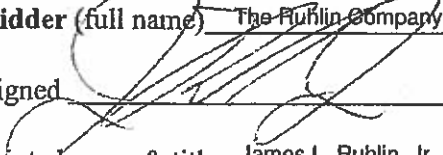
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The undersigned Bidder proposes to furnish any and all material, tools, labor, transportation, machinery, appliances, and appurtenances necessary, and to prosecute to full completion, the Work called for hereunder, and in consideration thereof, to accept from the County, as full payment for the completion of each item as specified, the respective unit or lump sum price hereafter set forth.

The undersigned Bidder agrees that, if this Proposal is accepted, said Bidder will, within ten (10) days after notification of such acceptance, enter into the contract for the performance of the Work proposed and, as a guarantee of the faithful performance thereof, to furnish at the time of executing the contract, a bond in the amount equal to 100% of the total Bid price, with a Surety subject to the approval of the County.

The Bidder hereby agrees that the County has the right to reject any and all bids, and the Bidder will not dispute the correctness of the quantities used to determine the lowest and best bid.

Accompanying this Bid is a bid guarantee or bond payable to the County. Upon any failure to execute the Contract or provide an adequate performance bond as aforesaid, it is agreed that the undersigned Bidder shall forfeit the bid guarantee or bond accompanying the proposal to the County, to the extent allowed by law.

**Bidder (full name)** The Ruhlin Company  
**Signed**   
**Printed name & title** James L. Ruhlin, Jr., President & CEO

Email Address of person signing bid contract (For electronic signature) jrulinjr@ruhlin.com  
Bidder's mailing address.

The Ruhlin Company  
6931 Ridge Road, P.O. Box 190  
Sharon Center, Ohio 44274  
( 330 ) 239-2800 ( 330 ) 239-1828  
Phone Fax

- Atch: Bid Prices (completed unit & lump sum price list)
- Supplemental Bidder Qualifications Forms (if any)
- Equal Employment Opportunity Compliance Certificate
- Declaration: Personal Property Tax Delinquency
- Certificate: Unresolved Findings of Recovery
- Campaign Contributions Limitations Certification



**ruhlin**

*Great People. Proven Results.*

## The Ruhlin Company

P.O. Box 190

Sharon Center, OH 44274

Contact: Ben Neal

Phone: 330-239-2800

Fax: 330-239-1828

Quote To: Ashtabula County, Ohio  
Tom Partridge, Chief Deputy Engineer  
440-576-3707

Phone:

Fax:

Job Name: Lift Bridge Brake Replacement  
Date of Plans: N/A

Revision Date:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
100	BRAKE SYSTEM	1.00	LS	175,280.00	175,280.00
200	MANLIFT REMOVAL	1.00	LS	43,750.00	43,750.00
300	STAIRWAY ADDITION	1.00	LS	176,240.00	176,240.00
400	WINDOW REPLACEMENT	1.00	LS	27,462.00	27,462.00
500	SIDING REPLACEMENT	1.00	LS	24,098.00	24,098.00
600	DESIGN	1.00	LS	150,000.00	150,000.00
<b>GRAND TOTAL</b>					<b>\$596,830.00</b>

### NOTES:

1. Brakes to be replaced ASAP
2. Brakes will be replaced one at a time while bridge remains in service.
3. Brake pricing based on design approval of Dellner Bubenzer EBA13-Ed50/6.
4. Ruhlin to coordinate brake replacement with Coast Guard.
5. Completion date to be determined following completion of design.
6. County to provide bridge operators as needed.

**VII. ARTICLES OF AGREEMENT**

For use in award of contract.

The Bidder is not to fill in the following blanks.

This Agreement is made and entered into by the **County of Ashtabula**, acting herein by its Board of County Commissioners, and the Contractor identified below, hereinafter called the Contractor.

**WITNESSETH:**

The Contractor, for and in consideration of certain payments to be made as specified herein, hereby covenants and agrees to perform and execute all provisions of its Proposal for construction of the subject public improvement, including fulfillment of the requirements of the Notice to Bidders, Instructions to Bidders, General & Supplemental Provisions, Standard Specifications, Scope of Work, Plans & Specifications, and Planned Bid Items & Quantities, and to be governed by the provisions contained therein, setting forth duties, relations and obligations of the County, Contractor and the Surety, which are hereto attached and made a part hereof, and agrees to fully and completely perform the Work described hereby in a manner to achieve completion thereof by or before a completion date of August 1, 2024, 2024.

In consideration of the performance by the Contractor of the covenants and agreements as herein set forth, the County hereby covenants and agrees to pay the Contractor according to the schedule of rates and prices set forth in the attached Proposal of said Contractor, and at the time and in the manner hereinafter set forth herein.

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands

effective this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

**CONTRACTOR:** The Ruhlin Company  
(full name)

(signed) James L. Ruhlin, Jr., President & CEO  
Contractor's mailing address.

6931 Ridge Road  
P.O. Box 190  
Sharon Center, Ohio 44274

**County Engineer:**

(Signature)  
Timothy T. Martin, P.E., P.S.

( 330 ) 239-2800 ( 330 ) 239-1828  
Phone Fax

**Affirmation of Contractor**

I, the undersigned, certify that I am the Secretary or equivalent of the Contractor identified above. I hereby affirm that the person who signed hereinabove on behalf of said Contractor was duly authorized to do so, and that said contract was signed for and on behalf of said Contractor by authority of its governing body.

(Signed)  \_\_\_\_\_

Printed Name & Title: Sean T. Demlow, CFO, Secretary & Treasurer

Signature Page

Agreement Title: Emergency Lift Bridge Brake System Replacement

Approved as to Legal Form Only:

By: \_\_\_\_\_  
Colleen M. O'Toole,  
Ashtabula County Prosecutor


Dated: \_\_\_\_\_, 202

Signature Page

Agreement Title: Emergency Lift Bridge Brake System Replacement

Contract expected:

**By: Ashtabula County Board of Commissioners**

  
\_\_\_\_\_  
Kathryn Whittington, President

  
\_\_\_\_\_  
Casey Kozlowski, Commissioner

  
\_\_\_\_\_  
J.P. Ducro IV, Commissioner

Dated: March 26, 2024

**CONTRACT BOND**  
(Section 153.57 Ohio Revised Code)

Bond No. 30187194

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned

The Ruhlin Company 6931 Ridge Road PO Box 190, Sharon Center, OH 44274  
(Here Insert Full Name and Address of legal title of Contractor)

as Principal, and

Continental Casualty Company  
(Here insert full name or legal title of Surety)

as Surety, are hereby held and firmly bound unto

County of Ashtabula  
(Here insert full name of Owner)

hereinafter called the Obligee, in the penal sum of Five Hundred Ninety Six Thousand Eight Hundred Thirty Dollars and 00/100  
dollars, (\$596,830.00), for the payment of which well and truly to be made, we hereby jointly and severally bind  
ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named Principal did on the  
March 15, 2024, enter into a contract with Obligee for Emergency Lift Bridge Brake

Replacement

which said contract is made this bond the same as though set forth herein:

NOW, if the said Principal shall well and faithfully do and perform the things agreed by Obligee to be done and performed according to the terms of said contract; and shall pay all lawful claims of subcontractors, materialmen, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any materialman or laborer having a just claim, as well as for the obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

THE SAID Surety hereby stipulates and agrees that no modification, omissions or additions, in or to the terms of said contract or in or to the plans or specifications therefor shall in any wise affect the obligations of said Surety on this 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 March 19, 2024

[Signature]  
Witness

The Ruhlin Company  
Principal  
By: [Signature]

Continental Casualty Company  
Surety  
By: [Signature]

[Signature]  
Witness Amy L. Caton

Nicole Green, Attorney-In-Fact



POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Nicole Green, Individually

of Richfield, OH their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

Surety Bond No: 30187194

Principal: The Ruhlin Company

Obligee: County of Ashtabula

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Laws and Resolutions, printed below, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 9th day of January, 2024.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

[Signature of Larry Kasten]

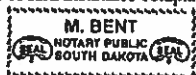
Larry Kasten Vice President

State of South Dakota, County of Minnehaha, ss:

On this 9th day of January, 2024, before me personally came Larry Kasten to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.

My commission expires

March 2, 2026



[Signature of M. Bent]

M. Bent Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Laws and Resolutions of the Board of Directors of the insurance companies printed below are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 19th day of March, 2024.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

[Signature of D. Johnson]

D. Johnson Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF EACH OF CONTINENTAL CASUALTY COMPANY, NATIONAL FIRE INSURANCE COMPANY OF HARTFORD, and AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA (as defined above, the "CNA Companies"):

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of each of the above CNA Companies at a meeting held on May 12, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of each of the CNA Companies.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of each of the above Companies by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of each of the above CNA Companies by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnaSurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Office of Risk Assessment  
50 West Town Street  
Third Floor - Suite 300  
Columbus, Ohio 43215  
(614)644-2658  
Fax(614)644-3256  
www.insurance.ohio.gov

## Ohio Department of Insurance

Mike DeWine - Governor

Judith French - Director



### Certificate of Compliance

Issued 03/14/2023

Effective 04/02/2023

Expires 04/01/2024

I, Judith French, 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

#### CONTINENTAL CASUALTY COMPANY

of Illinois is duly organized under the laws of this State and is authorized to transact the business of insurance under the following section(s) of the Ohio Revised Code:

##### Section 3929.01 (A)

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

CONTINENTAL CASUALTY COMPANY certified in its annual statement to this Department as of December 31, 2022 that it has admitted assets in the amount of \$46,207,523,755, liabilities in the amount of \$35,635,309,475, and surplus of at least \$10,572,214,280.

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

*Judith L. French*

Judith French, Director



**CONTINENTAL CASUALTY COMPANY**  
**Chicago, Illinois**  
**Statement of Net Admitted Assets and Liabilities**  
**December 31, 2022**

ASSETS

Bonds	\$	32,892,043,597
Stocks		5,172,342,488
Mortgage loans on real estate		1,024,184,818
Cash, cash equivalents, and short-term investments		1,103,053,902
Other invested assets		2,238,656,347
Receivables for securities		33,416,302
Investment income due and accrued		329,582,110
Premiums and considerations		2,534,511,939
Amounts recoverable from reinsurers		175,638,628
Funds held by or deposited with reinsured companies		6,015,575
Current federal and foreign income tax recoverable and interest thereon		29,296,862
Net deferred tax asset		547,172,379
Other assets		121,608,808
Total Assets	\$	46,207,523,755

LIABILITIES AND SURPLUS

Losses	\$	17,237,776,762
Loss adjustment expense		2,313,618,723
Other expenses (excluding taxes, license and fees)		473,405,107
Taxes, License and fees (excluding federal and foreign income taxes)		133,844,471
Unearned premiums		4,034,522,021
Ceded reinsurance premiums payable (net of ceding commissions)		873,321,020
Provision for reinsurance		71,005,050
Long-term care - Contract Reserves (ALR)		11,345,579,593
Other liabilities		(847,763,271)
Total Liabilities	\$	35,635,309,475

Surplus Account:

Capital paid up	\$	35,632,565
Gross paid in and contributed surplus		5,684,824,266
Special Surplus		681,561,562
Unassigned funds		4,170,195,887
Surplus as regards policyholders		\$ 10,572,214,280
Total Liabilities and Capital	\$	46,207,523,755

I, Julie Lee, Assistant Vice President of Continental Casualty Company hereby certify that the above is an accurate representation of the financial statement of the Company dated December 31, 2022, as filed with the various Insurance Departments and is a true and correct statement of the condition of Continental Casualty Company as of that date.

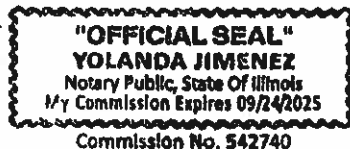


CONTINENTAL CASUALTY COMPANY

By Julie Lee  
Assistant Vice President, External Reporting

Subscribed and sworn to me this 14th day of March, 2023.

My commission expires:



By Yolanda Jimenez  
Notary Public



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/19/2024

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 have ADDITIONAL INSURED provisions or 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> The James B. Oswald Company 1100 Superior Avenue East Suite 1500 Cleveland OH 44114	<b>CONTACT NAME:</b> Charlene Todd <b>PHONE (A/C No, Ext):</b> (216) 367-8787 <b>E-MAIL ADDRESS:</b> ctodd@oswaldcompanies.com	<b>FAX (A/C No):</b> (216) 241-4520
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> The Ruhlin Company 6931 Ridge Road P.O. Box 190 Sharon Center OH 44274	<b>INSURER A:</b> Charter Oak Fire Insurance Co NAIC # 25615	
	<b>INSURER B:</b> Travelers Prop & Cass Co of America 25674	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** 10/31/23-24 Master      **REVISION NUMBER:**

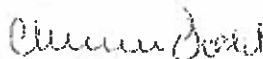
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<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 checked="" type="checkbox"/> LOC OTHER:		Y	DT-CO-4X262525-COF-23	10/31/2023	10/31/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			810-4X195324-23-26-G	10/31/2023	10/31/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP-8M917974-23-26	01/01/2024	10/31/2024	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000
B	<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 N/A	UB-4X197711-23-26-G	10/31/2023	10/31/2024	<input type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER Ohio Stop Gap 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 (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: #7128, Emergency Lift Bridge Brake Replacement, W. 5th Street Lift Bridge

Certificate holder is included as additional insured on a under the general liability when required by written contract. Coverage is primary & non-contributory when required by written contract.

<b>CERTIFICATE HOLDER</b>  Ashtabula County Engineer's Office 186 East Satin Street  Jefferson OH 44047-1419	<b>CANCELLATION</b>  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 
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February 16, 2024

Jennifer Watson,  
HR Director and EEO Officer  
The Ruhlin Company  
6931 Ridge Road  
Sharon Center, OH 44274

SUBJECT: Certificate of Compliance Certification  
Status: In Compliance  
**Effective Dates:** February 16, 2024 - August 16, 2024

Dear Jennifer Watson:

The Ohio Department of Development, Minority Business Development Division (MBDD) hereby issues The Ruhlin Company a Certificate of Compliance. The Certificate shall be in force for 180 days from the date of issuance.

Section 9.47 of the Revised Code requires MBDD to review affirmative action programs and plans of each company desiring to participate on state or state-assisted construction contracts and determine whether that company has violated any affirmative action programs and goals for which that company was obligated to meet during the preceding five years. Based on the above-referenced review, MBDD has found no such violation(s).

Please be advised that for The Ruhlin Company to maintain certification status, The Ruhlin Company must continue to ensure equal employment opportunities in accordance with applicable state and federal EEO laws, rules, regulations, guidelines, and meet those contractual obligations for which The Ruhlin Company has agreed.

Sincerely,

A handwritten signature in blue ink, appearing to read "Monica L. Womack".

Monica L. Womack  
Chief

**Ohio****Bureau of Workers'  
Compensation**30 W. Spring St.  
Columbus, OH 43215**Certificate of Ohio Workers' Compensation**

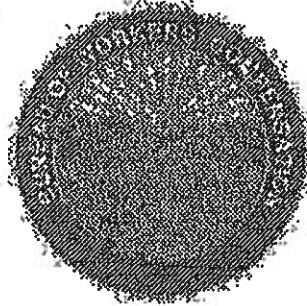
This certifies that the employer listed below participates in the Ohio State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. This certificate is only valid if premiums and assessments, including installments, are paid by the applicable due date. To verify coverage, visit [www.bwc.ohio.gov](http://www.bwc.ohio.gov), or call 1-800-644-6292.

This certificate must be conspicuously posted.

Policy number and employer  
01455281

Period Specified Below  
07/01/2023 to 07/01/2024

The RuhlIn Company  
PO BOX 190  
SHARON CENTER OH 44274-0190



[www.bwc.ohio.gov](http://www.bwc.ohio.gov)  
Issued by: BWC

Administrator/CEO

You can reproduce this certificate as needed.

**Ohio Bureau of Workers' Compensation****Required Posting**

Section 4123.54 of the Ohio Revised Code requires notice of rebuttable presumption. Rebuttable presumption means an employee may dispute or prove untrue the presumption (or belief) that alcohol, marihuana or a controlled substance not prescribed by the employee's physician is the proximate cause (main reason) of the work-related injury.

The burden of proof is on the employee to prove the presence of alcohol, marihuana or a controlled substance was not the proximate cause of the work-related injury. An employee who tests positive or refuses to submit to chemical testing may be disqualified for compensation and benefits under the Workers' Compensation Act.

**Ohio****Bureau of Workers'  
Compensation**

You must post this language with the Certificate of Ohio Workers' Compensation.

Employer: The Ruhlman Company

Policy #: 1455281-0

### OhioBWC - Employer - Service: (Program eligibility look-up) - Results

Our records indicate that for the period 7/1/2023 - 7/1/2024, you're participating in:

- Group-retrospective rating
- Drug-Free Safety Program

#### Upcoming policy year

Below is a list of discountable programs and your policy's eligibility status for the next policy year as of 7/12/2023.

While you may be eligible for a particular program, we may NOT be accepting applications for that program now. Program eligibility is dependent on successfully submitting the true-up report and remitting any outstanding true-up balance due by the established deadline.

To find out if you can apply now, click the plus sign next to the name of the program, and click on the Apply now link. To view additional information for all the programs listed, click Show all.

[+ Show all](#)

<a href="#">+ Claim cost deductible</a>	Eligible
<a href="#">+ Group-experience rating</a>	Eligible
<a href="#">+ Group-retrospective rating</a>	Eligible
<a href="#">+ Individual paid-loss-retrospective rating</a>	Eligible
<a href="#">+ Drug-Free Safety Program</a>	Eligible
<a href="#">+ Industry-specific safety</a>	Eligible
<a href="#">+ Policy Activity Rebate Program</a>	Ineligible
<a href="#">+ Transitional work bonus</a>	Eligible
<a href="#">+ Grow Ohio</a>	Ineligible
<a href="#">+ Experience modifier capping</a>	Eligible
<a href="#">+ One claim</a>	Eligible

[search again](#)

# Request for Taxpayer Identification Number and Certification

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

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>The Ruhlin Company</b>	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small>  <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) <u>5</u>  Exemption from FATCA reporting code (if any) _____  <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) See instructions. <b>P.O. Box 190</b>	Requester's name and address (optional)
	6 City, state, and ZIP code <b>Sharon Center, OH 44274</b>	
	7 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 generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number										
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black;"> </td> <td style="width: 25%; border: 1px solid black;"> </td> <td style="width: 25%; border: 1px solid black;"> </td> <td style="width: 25%; border: 1px solid black;"> </td> </tr> <tr> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> <td></td> <td></td> </tr> </table>					-	-				
-	-									
or										
Employer identification number										
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 12.5%; border: 1px solid black;">3</td> <td style="width: 12.5%; border: 1px solid black;">4</td> <td style="width: 12.5%; border: 1px solid black;">-</td> <td style="width: 12.5%; border: 1px solid black;">0</td> <td style="width: 12.5%; border: 1px solid black;">6</td> <td style="width: 12.5%; border: 1px solid black;">4</td> <td style="width: 12.5%; border: 1px solid black;">0</td> <td style="width: 12.5%; border: 1px solid black;">7</td> <td style="width: 12.5%; border: 1px solid black;">8</td> <td style="width: 12.5%; border: 1px solid black;">0</td> </tr> </table>	3	4	-	0	6	4	0	7	8	0
3	4	-	0	6	4	0	7	8	0	

### Part II Certification

Under penalties of perjury, I certify that:

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

**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 for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ February 23, 2024
------------------	----------------------------	--------------------------

### General Instructions

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

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*



Company Profile  
**RUHLIN COMPANY**

[Edit Company Profile](#)

Address Phone Fax  
P O BOX 190 330-239-2800 330-239-1828  
SHARON CENTER, Ohio 44274

RUHLIN COMPANY  
Pre-Qualification Application

Application Name Certification Date Expiration Date Prequalification Amount Status  
APP-07315 6/1/2023 5/31/2024 \$227,439,890.00 Approved

RUHLIN COMPANY  
Work Type Applications

[Create Work Type Application](#)

Work Type	Number of Projects	Status
1. Clearing and Grubbing	0	Approved
2. Building Removal	0	Approved
4. Roadway Excavation and Embankment Construction	0	Approved
5. Major Roadway Excavation	8	Approved
6. Incidental Grading	0	Approved
7. Soil Stabilization	0	Approved
8. Temporary Sill Erosion & Sediment Control	0	Approved
9. Aggregate Bases	0	Approved
10. Flexible Paving	24	Approved
12. Rigid Paving	0	Approved
15. Sawing	0	Approved
16. Flexible Replacement	19	Approved
17. Rigid Pavement Replacement	0	Approved
18. Pavement Rubblizing, Breaking, Pulverizing	10	Approved
19. Structure Removal	0	Approved
20. Level 1 Bridge	0	Approved
21. Level 2 Bridge	0	Approved
22. Level 3 Bridge	0	Approved
23. Reinforcing Steel	0	Approved
24. Structural Steel Erection	0	Approved
25. Stud Welding	0	Approved
27. Expansion & Contraction Joints, Joint Sealers, Bearing D...	0	Approved
28. Caissons/Drilled Shafts	0	Approved

29. Structure Repairs	0	Approved
31. Structural Steel Repairs	0	Approved
32. Heat Straightening	0	Approved
34. Earth Retaining Structures	0	Approved
35. Drainage (culvert, misc.)	0	Approved
38. Miscellaneous Concrete	0	Approved
39. Maintenance of Traffic	0	Approved
40. Waterproofing	0	Approved
43. Highway Lighting	17	Approved
44. Traffic Signals - Standard	8	Approved
46. Landscaping	0	Approved
53. Piling	0	Approved
55. Fiber Optic Cable Installation, Splicing, Termination and ...	8	Approved

**FISCAL OFFICER'S CERTIFICATE**  
5705.41 O.R.C.

The undersigned, County Auditor of Ashtabula County, hereby certifies that the amount required to meet the obligations of the County during the year 2024 under the Agreement has been lawfully appropriated for that purpose, and is in the Treasury of the County or in the process of collection and free from any previous encumbrances to the credit of:

2222.007.302-603; not to exceed \$700,000.00.

**Agreement Title: RESOLUTION APPROVING CONTRACT WITH THE RUHLIN COMPANY FOR EMERGENCY LIFE BRIDGE BRAKE REPLACEMENT, ENGINEER'S OFFICE**



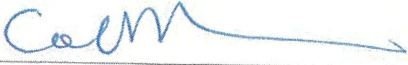
**David Thomas, Ashtabula County  
Auditor**

Date: March 21, 2024

Signature Page

Agreement Title: Emergency Lift Bridge Brake System Replacement

Approved as to Legal Form Only:

By:   
\_\_\_\_\_  
Colleen M. O'Toole,  
Ashtabula County Prosecutor

Dated: 3/22/\_\_\_\_\_, 2024

2024-CON-0042

CDAVIS