

CONTRACT  
ENCUMBRANCE NO. CE1100149-01

REQUISITION NO. RQ18544



CONTRACT

FOR  
Repair and Resurfacing of Sprague Road from York Road to State Road  
In the Cities of North Royalton and Parma



TIME PERIOD: N/A



CONTRACTOR: Liberta Construction Company

FEDERAL ID - 34-1662513

ADDRESS: 1001 Eastwood Avenue  
Akron, Ohio 44305

CONTRACT PRICE: \$4,837,941.50

CONTRACT  
ENCUMBRANCE NO. CE1100149-01

INDEX CODE	CE785006
OBJECT CODE	0707
USER CODE	
GRANT/DETAIL	
PROJECT/DETAIL	SP

CUYAHOGA COUNTY, OHIO

With

Liberta Construction Company

Repair and Resurfacing of Sprague Road from York Road to State  
Road In the Cities of North Royalton and Parma

Time Period: N/A

Contact Person: Dominic Cioffi, President  
Telephone: 330-794-9448

I hereby certify that the money required for the County's proportion  
of this Contract in the sum of \$4,837,941.50 is 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 3/15/2011**

**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 Cuyahoga County Engineer's Office, hereinafter

called the County of Cuyahoga, Ohio, and Liberta Construction Company, an Ohio Company located at 1001 Eastwood Avenue, Akron, Ohio, 44305.

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, the Contractor agrees to furnish all materials, appliances, tools, and labor, and perform all the work required for:

**Repair and Resurfacing of Sprague Road from York Road to State Road in the Cities of North Royalton and Parma**

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 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 Eight Hundred Thirty Seven Thousand Nine Hundred Forty-one and 50/100**

Dollars **(\$4,837,941.50)**

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: Liberta Construction Company

SIGNATURE: 

PRINTED NAME: Dominik Goffi

TITLE: President

## CERTIFICATE OF EXEMPTION

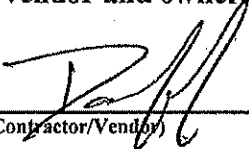
**COUNTY OF CUYAHOGA, OHIO**  
Political Subdivision #29  
of the  
State of Ohio

The undersigned hereby certifies that the articles of tangible personal property purchased under this certificate were purchased for incorporation into a structure or improvement to real property under a construction contract with the County of Cuyahoga, Ohio, Political Subdivision #29 of the State of Ohio.

**PROJECT TITLE/LOCATION:** Repair and Resurfacing of Sprague Road from York Road to State Road in the Cities of North Royalton and Parma

**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   
(Contractor/Vendor)

By Dominic Ciacci

Title president

Address 1001 EASTWOOD AVE

Alcron, Oh 44305

Date 1-13-2011

Signed   
(Owner)

By \_\_\_\_\_

Title Edward FitzGerald  
County Executive

Address \_\_\_\_\_

\_\_\_\_\_

Date 4 8 11

**Prevailing Wages  
Public Improvement Agreement**

This agreement is made this \_\_\_\_\_ day of \_\_\_\_\_ A.D., \_\_\_\_\_ between the County of Cuyahoga, Ohio and the Contractor, Liberta Construction Company

I hereby agreed:

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

**THE COUNTY OF CUYAHOGA, OHIO**

**EDWARD FITZGERALD**  
**COUNTY EXECUTIVE:**

**DATE:**

4 8 11

**CONTRACTOR**

**FIRM:** Liberta Construction Company

**SIGNATURE:**

**DATE:**

1-13-11

**PRINTED NAME:**

Bonnie Cioffi

**TITLE:**

President

## BOARD OF DIRECTOR'S RESOLUTION APPROVING PROPOSED CONTRACT

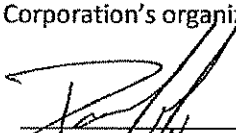
Pursuant to the Ohio Revised Code Section 1701.54 and in lieu of the meeting of the Board of Directors of Liberta Construction Co. dba Cioffi for such purposes, the undersigned, being all of the Directors of the Corporation entitled to notice of such meeting, do hereby waive notice of such meeting and hereby take and authorize by unanimous written consent, the following actions:

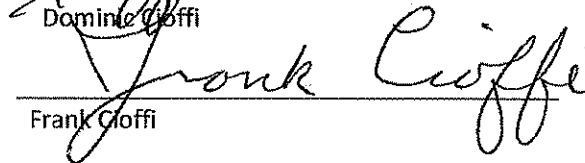
Whereas, the President of Liberta Construction dba Cioffi has submitted to the Board of Directors a proposed contract between this Corporation and the Cuyahoga County Engineer dated January 13, 2011 for the Repair & Resurfacing of Sprague Road from York Rd. to State Rd in the Cities of North Royalton and Parma and whereas, the Board of Directors has reviewed and discussed among themselves the above-described proposed contract it is:

Resolved, that the above described contract is hereby approved by the Board of Directors and the President of the Corporation is hereby authorized to enter into the said bid with the Cuyahoga County Engineer in the name of and in behalf of the Corporation.

Resolved Further, that the foregoing resolutions are in conformity with the Articles of Incorporation and By laws of the Corporation, and are within the Corporation's organizational powers.

BOARD OF DIRECTORS:

  
\_\_\_\_\_  
Dominic Cioffi

  
\_\_\_\_\_  
Frank Cioffi

The undersigned, Dominic Cioffi, certifies that I am the duly appointed Secretary of Liberta Construction, dba Cioffi, and that the above is a true and correct copy of a resolution duly adopted according to law by the Directors thereof, convened and held in accordance with the law and Bylaws of said Corporation on the 13th day of January, 2011 and that such resolution is now in full force and effect.

IN WITNESS THEREOF, I have affixed my name as Secretary of Liberta Construction, Co.

Dated this 13<sup>th</sup> day of January 2011

  
\_\_\_\_\_  
Dominic Cioffi



Ohio Auditor of State  
**Mary Taylor, CPA**

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:** Liberta Construction Company

**Date:** 01/19/2011

This search produced the following list of possible matches:

0 Possible matches were found

Name/Organization	Address
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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.

*Glennway*



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

## GOVERNMENT BUSINESS AND FUNDING CONTRACTS

In accordance with section 2909.33 of the Ohio Revised Code

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

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

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

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

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

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

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

BUSINESS/ORGANIZATION NAME <i>Liberta Construction Co.</i>		PHONE <i>330-794-9448</i>	
BUSINESS ADDRESS <i>1001 Eastwood Ave</i>			
CITY <i>Akron</i>	STATE <i>Oh</i>	ZIP <i>44305</i>	COUNTY <i>Summit</i>
BUSINESS/ORGANIZATION REPRESENTATIVE NAME <i>Dominic Croft</i>			TITLE

### DECLARATION

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

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

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



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

#### CERTIFICATION

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

APPLICANT SIGNATURE X <i>Dominic Goya</i>	DATE 7/16/10
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CERTIFICATION OF COMPLIANCE WITH SECTION 3517.13 OF THE O.R.C.

Check all applicable boxes.

BUSINESS NAME: Liberta 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 PRECEDING PERSONS
- EACH CHILD SEVEN YEARS TO SEVENTEEN YEARS OF AGE OF ANY OF THE PRECEDING 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.

Dominic Croft  
PRINTED NAME

President  
TITLE

Dominic Croft  
SIGNATURE

11/16/10  
DATE

**BID GUARANTY AND  
CONTRACT BOND**

(SECTION 153.571 Ohio Revised Code)

**KNOW ALL PERSONS BY THESE PRESENTS, That we, the undersigned Liberta Construction Company  
1001 Eastwood Avenue, Akron, OH 44305**

(Name and Address)

as Principal and **Merchants Bonding Company (Mutual)** as Surety, are hereby held and firmly bound

unto **Cuyahoga County Commissioners and ODOT**

as Oblige in the penal sum of the dollar amount of

the bid submitted by the Principal to the Oblige on November 16th, 2010  
to undertake the Project known as:

**CUY-SPRAGUE ROAD (CR-67) FROM YORK ROAD TO STATE ROAD IN THE CITIES OF NORTH ROYALTON  
AND PARMA**

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 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 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 therefore; and shall pay all lawful claims of subcontractors, material suppliers, and laborers, for labor performed and material 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 material supplier 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 therefore 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 This 16th day of November 2010

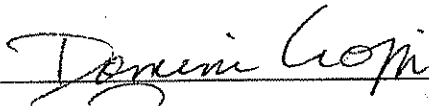
PRINCIPAL:

SURETY:

Liberta Construction Company

Merchants Bonding Company (Mutual)

BY:



BY:

  
Attorney-In-Fact Sharon Brickman

TITLE:

Pres

Sec. 9.32 REQUIRES AWARDING AUTHORITIES, SIMULTANEOUSLY WITH NOTICE OF AWARD TO CONTRACTOR, TO GIVE WRITTEN NOTICE TO SURETY AND AGENT.

Surety Company Address:

Merchants Bonding Company (Mutual)  
2100 Fleur Drive  
Des Moines, IA 50321-1158

Surety Agent's Address:

Drengler Liptak & Keller  
P.O. Box 1606  
Stow, OH 44224-0606

**MERCHANTS**  
**BONDING COMPANY**  
**POWER OF ATTORNEY**

Know All Persons By These Presents, that the MERCHANTS BONDING COMPANY (MUTUAL), a corporation duly organized under the laws of the State of Iowa, and having its principal office in the City of Des Moines, County of Polk State of Iowa hath made constituted and appointed, and does by these presents make constitute and appoint

Mark Drengler, Julianne M. Drengler, R. Scott Liptak, Kevin S. Keller,  
Sharon Brickman, Gayle E. McClellan, Mary Ann Kipp

of                      Stow                      and State of                      Ohio                      its true and lawful Attorney-in-Fact, with full power and authority hereby conferred in its name, place and stead, to sign, execute, acknowledge and deliver in its behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

**TEN MILLION (\$10,000,000.00) DOLLARS**

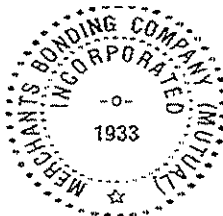
and to bind the MERCHANTS BONDING COMPANY (MUTUAL) thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the MERCHANTS BONDING COMPANY (MUTUAL) and all the acts of said Attorney-in-Fact pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following Amended Substituted and Restated By-Laws adopted by the Board of Directors of the MERCHANTS BONDING COMPANY (MUTUAL) on November 16, 2002.

ARTICLE II, SECTION 8 - The Chairman of the Board or President or any Vice President or Secretary shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

ARTICLE II, SECTION 9 - The signature of any authorized officer and the Seal of the Company may be affixed by facsimile to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed

In Witness Whereof, MERCHANTS BONDING COMPANY (MUTUAL) has caused these presents to be signed by its President and its corporate seal to be hereto affixed, this 4th day of March 2009



MERCHANTS BONDING COMPANY (MUTUAL)

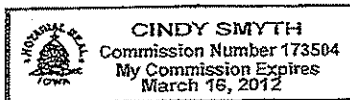
By

*Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF POLK ss.

On this 4th day of March, 2009, before me appeared Larry Taylor, to me personally known who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL), the corporation described in the foregoing instrument, and that the Seal affixed to the said instrument is the Corporate Seal of the said Corporation and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors

In Testimony Whereof I have hereunto set my hand and affixed my Official Seal at the City of Des Moines Iowa the day and year first above written



*Cindy Smyth*

Notary Public, Polk County Iowa

STATE OF IOWA  
COUNTY OF POLK ss.

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL), do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said MERCHANTS BONDING COMPANY (MUTUAL) which is still in full force and effect and has not been amended or revoked

In Witness Whereof I have hereunto set my hand and affixed the seal of the Company on this 16<sup>th</sup> day of November 2010



*William Warner Jr.*  
Secretary

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	03/22/10
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


#### MERCHANTS BONDING COMPANY (MUTUAL)

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

Section 3929.01 (A)  
Fidelity  
Other Liability  
Surety

MERCHANTS BONDING COMPANY (MUTUAL) certified in its annual statement to this Department as of December 31, 2009 that it has admitted assets in the amount of \$88,671,206, liabilities in the amount of \$28,549,826, and surplus of at least \$60,121,380.

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





MERCHANTS BONDING COMPANY (MUTUAL)

FINANCIAL STATEMENT DECEMBER 31 2009

(STATUTORY BASIS)

ASSETS		LIABILITIES AND POLICYHOLDERS' SURPLUS	
		LIABILITIES	
* Bonds	\$ 58,955,783	Losses and Loss Adjustment Expense	\$ 13,799,101
* Stocks	13,631,515	Unearned Premiums	13,815,268
Real Estate	4,875,216	Dividends	1,063,043
Cash and Short-term Investments	4,101,324	Ceded Reinsurance Payable	(4,528,463)
Agents Balances or Uncollected Premiums	2,327,417	Amounts withheld for Others	1,986,441
Reinsurance Recoverable	494,305	Reserve for Commissions, Taxes, and Other Liabilities	2,414,436
Accrued Interest and Dividends	518,438	Total	\$ 28,549,826
Federal Income Taxes and Deferred Inc Tax	2,707,402		
Non-Qualified Plan	930,741		
Other Admitted Assets	129,065	SURPLUS	
Total Admitted Assets	\$ 88,671,206	Unassigned Surplus	\$ 60,121,380
		Total Liabilities and Surplus	\$ 88,671,206

\* Bonds are stated at amortized or investment value; Stocks at Association Market Values.

I, Edwin De Kock, treasurer of Merchants Bonding Company (Mutual), do hereby certify that the foregoing is a true and correct statement of the balance sheet of said Corporation, as of December 31, 2009, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Des Moines Iowa this 23rd day of February, 2010

  
Edwin De Kock, Treasurer

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>  SeibertKeck Insurance Agency 2950 W. Market Street Akron OH 44333-3600 Phone: 330-867-3140 Fax: 330-865-6826	<b>CONTACT</b> NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS: PRODUCER CUSTOMER ID #: <b>LIBER20</b>														
<b>INSURED</b>  Liberta Construction Company Liberta Company dba Cioffi Trk DC & EC Properties, Inc. 1001 Eastwood Ave Akron OH 44305	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: <b>Grange Insurance</b></td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></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> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: <b>Grange Insurance</b>		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: <b>Grange Insurance</b>															
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b>						
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>			CPP262851600	03/21/10	03/21/11	EACH OCCURRENCE \$ <b>1000000</b>
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>300000</b>
							MED EXP (Any one person) \$ <b>10000</b>
							PERSONAL & ADV INJURY \$ <b>1000000</b>
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ <b>2000000</b>
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ <b>2000000</b>
	<b>AUTOMOBILE LIABILITY</b>						
A	<input checked="" type="checkbox"/> ANY AUTO			CPP262851600	03/21/10	03/21/11	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1000000</b>
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per person) \$
	<input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						\$
							\$
A	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR			CUP262851700	03/21/10	03/21/11	EACH OCCURRENCE \$ <b>5000000</b>
	<b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ <b>5000000</b>
	DEDUCTIBLE						\$
	<input checked="" type="checkbox"/> RETENTION \$ <b>0</b>						\$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			CPP262851600	03/21/10	03/21/11	WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ <b>1000000</b>
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ <b>1000000</b>
							E.L. DISEASE - POLICY LIMIT \$ <b>1000000</b>

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Project: Repair & Resurfacing of Sprague Road from York Road in the Cities of North Royalton & Parma; RQ #18544. County of Cuyahoga, Ohio is an Additional Insured

**CERTIFICATE HOLDER**

**CANCELLATION**

CUYAH16  Cuyahoga County Engineers 2100 Superior Viaduct Cleveland OH 44113	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS  AUTHORIZED REPRESENTATIVE 
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**Bureau of Workers'  
Compensation**

30 W. Spring St.  
Columbus, OH 43215

### **Certificate of Premium Payment**

This certifies the employer listed below has paid into the Ohio State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. For more information, call 1-800-OHIOBWC.

This certificate must be conspicuously posted.

Policy No. and Employer

Period Specified Below

1033263

07/01/2010 Thru 02/28/2011

LIBERTA CONSTRUCTION CO.  
CIOFFI CONSTRUCTION  
1001 EASTWOOD AVE  
AKRON, OH 44315-1127



ohiobwc.com

*Marsha P. Ryan*  
Administrator

You can reproduce this certificate as needed.

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

#### **Required Posting**

Effective Oct. 13, 2004, Section 4123.54 of the Ohio Revised Code requires notice of rebuttable presumption. Rebuttable presumption means an employee may dispute or prove untrue the presumption (or belief) that alcohol or a controlled substance not prescribed by the employee's physician is the proximate cause (main reason) of the work-related injury.

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



**Bureau of Workers'  
Compensation**

You must post this language with the certificate of premium payment.

**CERTIFICATION OF PERSONAL PROPERTY TAX**

State of Ohio ) ss.  
County of Summit }

Before me, a Notary Public, in and for said County and State, personally appeared Dominic Cioppa who, being duly sworn that he/she is the owner or an officer  
(Name)  
of Liberta Construction Company 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.

Liberta Construction Company  
(Name of Company)  
By: [Signature]  
(Signature)

Sworn to before me and signed in my presence this 14<sup>th</sup> day of  
January, 20 11

[Signature]  
(Notary Public)  
Charles J. D'Andrea  
Resident Summit County  
Notary Public, State of Ohio  
My Commission Expires: 07/07/15

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 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

☐

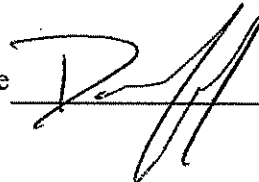
PNC Bank

☐

First Merit Bank

☒

Signature

A handwritten signature in black ink, appearing to be 'D. A.', is written over a horizontal line.

**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)

**LIBERTA CONTSTRUCTION**

Business name if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☒ Corporation ☐ Partnership  
☐ Limited liability company Enter the tax classification (D=disregarded entity C=corporation P=partnership) ▶ .....  
☐ Other (see instructions) ▶

☐ Exempt  
payee

Address (number street and apt or suite no.)

**1001 EASTWOOD AVE**

City, state, and ZIP code

**AKRON OHIO 44305**

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

**34**

**1662513**

**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).

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

**Sign  
Here**

Signature of  
U.S. person ▶

Date ▶

**1-13-2011**

**General Instructions**

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

**Purpose of Form**

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

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

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

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

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

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

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