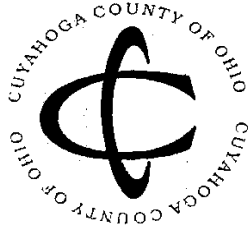


CONTRACT
ENCUMBRANCE NO. CE1100128-01

REQUISITION NO. RQ 17968



CONTRACT

FOR

Replacement of Sanitary Sewers in North Granger Road Garfield Heights,

Ohio, County Sewer District No. 9

TIME PERIOD:

CONTRACTOR: Fabrizi Trucking & Paving Company, Inc.

FEDERAL ID - 34-0879524

ADDRESS: 389 Columbia Road
Valley City, Ohio 44280

CONTRACT PRICE: \$ 463,115.00

CONTRACT
ENCUMBRANCE NO. **CE1100128-01**

INDEX CODE	ST 540435
OBJECT CODE	706
USER CODE	
GRANT/DETAIL	
PROJECT/DETAIL	607607

CUYAHOGA COUNTY, OHIO

With

Fabrizi Trucking & Paving Company, Inc.

FOR

Replacement of Sanitary Sewers in North Granger Road Garfield
Heights Ohio, County Sewer District No. 9

Time Period:

Contact Person: Emil Fabrizi Jr., President
Telephone: (330) 273-2784

I hereby certify that the money required for the County's proportion of this Contract in the sum of \$ 463,115.00 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 2/8/2011

The Bidder should not fill in any of the following blanks. Blanks will be filled in under direction of the County after the Contract is awarded.

CUYAHOGA COUNTY, OHIO

IV. CONTRACT

Replacement of Sanitary Sewers in North Granger Road
Garfield Heights, Ohio, County Sewer District No. 9

THIS CONTRACT made and entered into this 12th day of January , 2011_ by and between the County of Cuyahoga, Ohio (the "County"), on behalf of the County Engineer/Sanitary Engineer's Office with principal offices located at 6100 West Canal Road, Valley View, Ohio 44125, and the Contractor, Fabrizi Trucking & Paving Company, Inc., an Ohio company, with offices located at 389 Columbia Road, Valley City, Ohio, 44280-9799

WITNESSETH:

I. Performance- That: for and in consideration of payments hereinafter to be made by The County, and The Contractor agrees to furnish all labor, materials, tools, equipment, machinery, appliances, plant and all other necessary items to perform all work required to the satisfactory completion of Replacement of Sanitary Sewers in North Granger Road, Garfield Heights, Ohio, County Sewer District No. 9 in compliance with Contract Specifications and acceptance by the County.

II. Contents of Contract- That: The Contractor covenants and agrees that the documents and papers bound with the accompanying Contract are essential parts of this Contract as follows:

Legal Notice and Advertisement
Instruction to Bidders
Non-Federal Labor Standards and Requirements
County of Cuyahoga Small Business Enterprise (SBE) Requirements for construction contracts
State of Ohio Prevailing Rates of Wages
Proposals
Information showing qualifications of Bidders

Bid Bond
Consent of Surety
Affidavits (as to interest and authority of Bidder and non-collusion and Job Site Safety Considerations)
Contract
Performance or Contract Bond
Maintenance Bond
Auditor of State – Unresolved Findings for Recovery Certificate
Declaration Regarding Material Assistance/Nonassistance to a Terrorist Organization (DMA)
Campaign Contributions Certification Form (ORC 3517.13)
Public Liability, Property Damage and Automobile Insurance
Worker's Compensation Certificate
Statement of Delinquent Personal Property Taxes
Specifications
a. General Conditions
b. Supplemental General Conditions
c. Detailed Specifications
d. Miscellaneous Details

The following Specifications and Details, which are not bound in this volume, also constitute integral parts of the Contract Documents.

- a. Uniform Standards for Sewage Improvements, dated December 1998 or latest edition.
- b. Uniform Standards Sewer Details, dated December 1998 or latest edition.
- c. Latest Ohio Department of Transportation Construction and Material Specifications.

Other information as may be required for the proper execution of this Contract.

- III. Site Investigation- That: The Party of the Second Part hereby covenants and expressly agrees that he has full knowledge of the site, specifications, contractual documents, shop drawings, conditions and circumstances relating to or affecting performance of work contemplated and covered by the Contract.
- IV. Acceptance- That: The Party of the Second Part hereby covenants and agrees that affixing of his signature to the Contract constitutes acceptance without reservation of and full intent to comply with the Contract, Conditions, Specifications, Shop Drawings and Contractual Documents of this Contract.
- V. Payment- That: In consideration of the premises stated in Sections I, II, III and IV above, The Party of the First Part, for itself, its successors and assigns, promises and agrees to pay the Party of the Second Part the sums of money stipulated in the Proposal for the various classes of work satisfactorily completed and accepted

under this contract. These sums of money shall constitute compensation in full for furnishing all labor, materials, tools, equipment, machinery, appliances, and all other necessary items to discharge the obligation and intent of this Contract.

That: The Party of the First Part further agrees to pay the Party of the Second Part a certain total sum of money under this contract, for the purposes of agreement and appropriation, which shall be determined by 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 or lump sum price stipulated in the attached Proposal.

- VI. Time of Completion- That: The Party of the Second Part further covenants and agrees that all work done under this Contract shall be completed in compliance with the Specifications, Shop Drawings, Contractual Documents, Etc., to the satisfaction and approval of the Party of the First Part within **210** calendar days from the date stipulated in the "Notice to Proceed" issued by the County to the Contractor.

That: The Party of the Second Part agrees to start work on this Contract on or before the date stipulated in the aforementioned "Notice to Proceed", and to prosecute the work under this Contract with reasonable speed and diligence to insure completion of the work with the time specified.

- VII. Liquidated Damages- That: The Party of the Second Part further covenants and agrees that the Party of the First Part, in event time of completion is delayed beyond the time stipulated in Section VI above by actions or inactions attributable to the Party of the Second Part (Contractor), the Party of the First Part may retain monies due or that may become due the Party of the Second Part equal in amount to Three Hundred Dollars (\$300.00) per day, for each and every day by which time of completion is delayed beyond time for completion stipulated in Section VI above, and that such amounts are expressly agreed and recognized as liquidated damages occurring to the Party of the First Part (County) incident to such delays and causing unanticipated and additional expenses to the Party of the First Part.

ELECTRONIC SIGNATURES:

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

SIGNATURES:

IN WITNESS WHEREOF, the County of Cuyahoga, through its County Executive and the Contractor through its duly authorized representative have hereunder subscribed and affixed their respective signatures.

Inc.

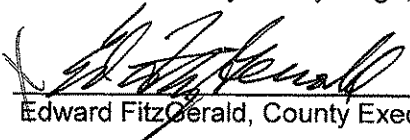
Fabrizi Trucking & Paving Company,

CONTRACTOR

By: 
Signature

Maria Fearer
Print Name

County of Cuyahoga, Ohio

By: 
Edward Fitzgerald, County Executive

Note: 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 under their signatures above.

If a Corporation, give full corporation name and the State under which it is incorporated; corporate titles should be indicated under signatures. (Certificate of power to sign on behalf of the Corporation must be attached.)

PERFORMANCE OR CONTRACT BONDS

(Section 153.57 O.R.C.)

KNOW ALL MEN BY THESE PRESENTS: That we the undersigned
(1) _____

as principal and (2) _____

as sureties, are hereby held and firmly bound unto this State of Ohio for use of Cuyahoga
County, Ohio in the penal sum of _____
(\$ _____) Dollars for the payment of which well and truly to be made,
we hereby jointly and severally bind ourselves, our heirs, executors, administrators,
successors and assigns.

Signed this _____ day of _____, 200__.

Principal

By _____

WITNESSES:

Sureties

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named Principal, did on the ____ day of _____, _____, enter into the contract hereto attached with the County of Cuyahoga, Ohio which said contract is made a part of this bond the same as though set forth herein:

Now, if the said _____ shall well and faithfully do and perform the things agreed by _____ 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 said contract, we agreeing and assenting that this undertaking shall be for the benefit of any materialmen or laborer having a just claim, as well as for the obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of the said contract or in or to the plans or specifications therefore shall in any wise affect the obligations of said surety on its bond.

NOTE

Attach corporate seal of principal if corporation. Attach corporate seal of surety company if signing as surety.

(1) If a corporation, insert "A Corporation organized under the laws in the State of _____ with its principal place of business at _____ in Ohio".

(2) If a surety company, insert "A corporation organized under the laws of the State of _____ and duly authorized.

If the above bond is executed by private individuals as sureties, the affidavits in justification of sureties must be filled out in detail, or in lieu of said affidavits, a certificate of the County Auditor of the County in which said sureties, or one of them, reside, or have property, may be furnished to the effect that in his judgment such sureties possess the qualifications required by Section 1341.01 of the Revised Code of Ohio which reads as follows:

"Sureties must be residents of this State, and worth, in the aggregate, double the sum to be secured, beyond the amount of their debts and have property liable to execution in this State equal to the sum to be secured." If signed by a surety company, said bond must be accompanied (1) by a certificate of the superintendent of insurance, that such surety company is authorized to transact business in this State, and (2) by the power of attorney of the agent of such company showing his authority to execute said bond in its behalf.

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE Fabrizi Trucking & Paving Company, Inc.

389 Columbia Road Valley City, Ohio 44280, as Contractor, and

Ohio Farmers Insurance Company, as Surety

are held and firmly bound unto the County of Cuyahoga, Ohio as Obligee in the penal sum of Four Hundred Sixty Three Thousand One Hundred Fifteen Dollars (\$ 463,115.00), 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.

WHEREAS, the Contractor entered into a contract dated 01/12/2011 With the Obligee for the Replacement of Sanitary Sewers Ind East 88th Street and North Granger, Garfield Heights,

Ohio, County Sewer District No. 9 in accordance with the Specifications of the Obligee.

WHEREAS, the Specifications pertaining to said work require the same shall be free from all defects caused by inferior materials or the result of poor workmanship for the period of two (2) years from date of acceptance of the whole work of this Contract.

NOW, THEREFORE, if the said Principal shall in all things observe the guarantee described in the forgoing paragraph, and shall protect and indemnify said Obligee from and against any and all loss, costs, attorneys' fees and expense of whatsoever kind and character which said Obligee shall sustain by reason of the failure of said Principal to faithfully observe the guarantee hereinbefore described that this obligation shall be void, otherwise the same shall be and remain in full force and effect.

Signed, Sealed and Dated this 12th day of January, 20 11.

Fabrizi Trucking & Paving Company, Inc.
(Name of Contractor)

389 Columbia Road Valley City, Ohio 44280
(Address)

Ohio Farmers Insurance Company
(Name of Surety)

By: Maria Yeager
Vice President
(Title)

Laura W. Straub Attorney-in-fact
(Officer of Surety)

(Witness) Maryann Doherty
Stronachville, Ohio
(Address)

Laura W. Straub
(Officer of Surety)

APPROVED AS TO FORM

By _____
(Assistant Pros. Attorney)

General
Power
of Attorney

**Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.**
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
BRIAN M. RUSSELL, LAURA W. STRAUB, BRIAN R. HOAGLAND, KATHLEEN A. BEHLKE, ROBERTA L. HARDY, ROBIN R. HAMMOND, JEFFERY J. PHILLIPS, DANIELLE L. NORTON, DENISE E. MAST, ELIZABETH BALDWIN, JEAN M. STARK, YVONNE MICHALAK, JOINTLY OR SEVERALLY

of **BEREA** and State of **OH** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship**.

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their **Senior Executive** and their corporate seals to be hereto affixed this **05th** day of **JANUARY** A.D., **2011**.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

Richard L. Kinnaird, Jr.
By: **Richard L. Kinnaird, Jr., National Surety Leader and Senior Executive**

State of Ohio
County of Medina ss.:

On this **05th** day of **JANUARY** A.D., **2011**, before me personally came **Richard L. Kinnaird, Jr.** to me known, who, being by me duly sworn, did depose and say, that he resides in **Medina, Ohio**; that he is **Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



William J. Kahelin
William J. Kahelin, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, **Frank A. Carrino**, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this **12th** day of **January** A.D., **2011**



Frank A. Carrino
Frank A. Carrino, Secretary

CERTIFICATION OF PERSONAL PROPERTY TAX

State of Ohio)
) ss
County of Cuyahoga)

Before me, a Notary Public, in and for said County and State, personally appeared

Maria Fearer
who, being duly sworn that he/she is the owner or an officer of

Fabrizi Trucking & Paving Co, Inc.
(Company), and having been awarded a

public contract let by 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.

Fabrizi Trucking & Paving Co., Inc

(Name of Company)

Maria Fearer
(Signature)

Sworn to before me and signed in my presence this 12th day of January, 2011



Amarida Bartlett
Notary Public, State of Ohio
My Commission Expires 11-26-12

Amarida Bartlett
(Notary Public)

This certification is in compliance with Section 5719.042 of the Ohio Revised Code, which required 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 County Treasurer with thirty (30) days.

**PUBLIC IMPROVEMENT AGREEMENT
(PREVAILING WAGES)**

This agreement is made as of, between County of Cuyahoga and Fabrizio Trucking & Paving Company, Inc., (Hereinafter the Contractor), under the following circumstances:

WHEREAS, Ohio Revised Code, Chapter 4115 requires that contracts for projects being constructed with public funds comply with Chapter 4115 of the Revised code; and

WHEREAS, the total project cost of this project exceeds **\$23,447** this project is hereby designated as a public improvement project, and

WHEREAS, all contractors and subcontractors involved in this construction project must comply with the provisions of Ohio Revised Code, Chapter 4115 and

WHEREAS, this agreement clarifies with whom certain responsibilities established by Chapter 4115 lie.

It is hereby agreed:

- 1). That the County of Cuyahoga shall obtain the prevailing wage rate determination and attach it to the specifications for the work and otherwise comply with Ohio Revised Code, Section 4115.04.
- 2). That the contract between the County of Cuyahoga and the Contractor and the contract between the Contractor and all his 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 during the life of each contract, pursuant to Ohio Revised Code, Section 5114.07.
- 4). That the County of Cuyahoga 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 shall appoint a Prevailing Wage Coordinator who shall exercise the powers and duties imposed by Ohio Revised Code, Section 4115.071, and as set forth by the Ohio Attorney General's Office. 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 weeks after the first pay day, receive from each contractor a certified copy of payroll reports means that it must be sworn to and signed by the contractor.

- 1). If the project is to exceed four months, all reports after the initial report (the initial report must be filed within two weeks) can be filed once per month.
 - 2). If the project is to last less than four 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 shall notify the Contractor and the Contractor shall notify each subcontractor of the identity of the Prevailing Wage Coordinator.
 - 7). That upon notice by 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 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 by the Department of Industrial Relations of any apparent violation of the requirements of Chapter 4115 by any contractor or subcontractor the County of Cuyahoga 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, by self and all subcontractors.
 - 11). That nothing in this agreement shall be construed as a limitation or restriction on any party to avoid self of any procedure or remedy available to them in Ohio Revised Code, Chapter 4115.

Date: 1-12-11

Contractor: **Fabrizi Trucking & Paving Company, Inc.**

By: 
Signature

Maria Fearer

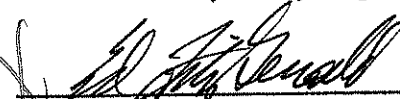
Print Name

APPROVED

MAR 09 2011

Date: ~~CUYAHOGA COUNTY~~

County of Cuyahoga, Ohio

By: 
Edward FitzGerald, County Executive

**COUNTY OF CUYAHOGA
REQUEST FOR ESCROW AGENT AND AGREEMENT FORM**

Ohio Revised Code Chapter 153, Section .12; .13; .14 and .63 require that any award of contract for the construction, reconstruction, improvement, enlargement, alteration, repair, painting or decoration of a public improvement made by the State, or any County, Township, Municipal Corporation, School District, or other political subdivision, or any public board, commission, authority, instrumentally, or special purpose district of or in the state or a political subdivision that is authorized by state law, retain no more than eight percent (8%) of the aggregate from each payment for labor and material until the contract is fifty percent (50%) complete. When the contract becomes fifty percent complete, the contracting authority must deposit the retainage with a mutually agreed upon escrow agent.

The Treasurer of Cuyahoga County has arranged with each of the below listed financial institutions to serve as an escrow agent for the deposit of retained construction contract funds. Please read the Agreement statement, select the institution from the list by inserting an "X" in the box next to the name of the institution and then complete the requested information.

(We) (I) consent to using the financial institution marked by and [X] below for the deposit in escrow of any funds retained by the County in accordance with Sections 153.12; .13; .14 and .63 of the Ohio Revised Code in accordance with escrow procedures as required by the County of Cuyahoga. It is further understood that this Agreement shall become part of the construction contract awarded by the County of Cuyahoga to (us) (me).

Key Bank []

Huntington National Bank [x]

National City Bank []

First National Bank []

PROJECT CONTRACTOR

Fabrizi Trucking & Paving Co., Inc

FIRM:

389 Columbia Road

ADDRESS:

Valley City, Ohio 44280

SIGNATURE:



Maria Fearer

PRINTED NAME:

Vice President

TITLE:

VIOLATING FACILITIES:

The Contractor agrees to comply with all applicable standards, orders or requirements under Section 306 of the Clean Air Act, 42 USC 1857(h), Section 508 of the Clean Water Act, 33 USC 1368, Executive Order 11738, and EPA regulations, 40 CFR Part 15, which prohibit the use under non-exempt Federal contracts, grants, or loans to facilities included on the EPA List of Violating Facilities.



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

323386

07/01/2010 Thru 02/28/2011

FABRIZI TRUCKING & PAVING CO INC
389 COLUMBIA RD
VALLEY CITY, OH 44280



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.



Insurance Placement • Risk Consulting

Why We Are Using the Latest ACORD 25 Certificate of Insurance

In September 2009, ACORD revised the ACORD 25 Certificate of Insurance form. One of the major changes was the removal of the cancellation notice provision. For the following reasons, we are unable to issue an older edition of this form, modify the current form, or complete a proprietary form you provide:

- Notice of cancellation is a policy right, not an unregulated service. No insurer shown on this certificate is able to provide the cancellation notice you desire by endorsement. For example, the *insured* can cancel immediately, so it would be impossible for the insurer to give you the notice you request. State law also grants the insurer the right to cancel for reasons such as nonpayment with less notice than you require.
- For the reason just cited, if our agency was to issue a certificate that provides the cancellation notice you request, we would do so with the full knowledge that it would be impossible to actually give that amount of notice under certain circumstances. As such, the certificate could be alleged to constitute a misrepresentation or fraud which could subject our agency and staff to serious civil and criminal penalties.
- If a certificate purports to provide a policy right different from that provided by the policy itself, then the certificate effectively purports to be a policy form. Policy forms must be filed and approved by our state department of insurance. Use of nonfiled policy forms is illegal and could result in legal sanctions distinct from the assertion that the certificate is fraudulent.
- Under the ACORD Corporation's licensing agreement, the prior editions of superseded forms can be used for one year from the time the new forms are introduced. Beginning in September 2010, this is another reason we cannot use an older edition of the ACORD 25. Doing so would violate ACORD's licensing agreement and, as a copyrighted document, federal copyright law.
- Likewise, we are unable to modify the new certificate to add a notice of cancellation. ACORD forms are designed to be completed, not altered. ACORD's Forms Instruction Guide says that a certificate should not be used "To waive rights...To quote wording from a contract...To quote any wording which amends a policy unless the policy itself has been amended." In addition, our insurance company contracts only allow us to issue unaltered ACORD forms.
- We are often asked to issue proprietary certificates provided by the certificate requestor. Again, our insurance company contracts only allow us to issue unaltered ACORD forms. In addition, our state has very specific regulatory guidelines on certificate language. Many proprietary certificates include broad, vague or ambiguous language that may or may not be in compliance with state laws, regulations, and insurance department directives. Therefore, we cannot issue any proprietary certificates that have not been reviewed by our state insurance department.

You may be interested in how the City of Atlanta, Georgia is now reportedly dealing with this issue based on a very detailed study they conducted in 2008.

<http://tinyurl.com/26guax8>

We appreciate your understanding of the legal restrictions on our ability to fully comply with your request.

CONTRACT AWARDED

November 18, 2010

Making an award on RQ17968 to Fabrizi Trucking & Paving Company, Inc. in the amount of \$463,115.00 for replacement of sanitary sewers in North Granger Road, located in the City of Garfield Heights, County Sewer District No. 9 for the County Engineer's Office; authorizing the County Administrator to sign the contract documents on behalf of the Board of County Commissioners.

BE IT RESOLVED by the Board of County Commissioners of Cuyahoga County, Ohio, that an award be, and the same is, hereby made as follows:

RQ17968 - REPLACEMENT OF SANITARY SEWERS IN NORTH GRANGER ROAD, LOCATED IN THE CITY OF GARFIELD HEIGHTS, COUNTY SEWER DISTRICT NO. 9 FOR THE COUNTY ENGINEER'S OFFICE

Fabrizi Trucking & Paving Company, Inc.	\$463,115.00
Estimate:	\$425,000.00

BE IT FURTHER RESOLVED that the County Administrator be, and he is, hereby authorized to sign the contract documents on behalf of the Board of County Commissioners.

BE IT FURTHER RESOLVED that the Clerk of the Board be, and she is, hereby instructed to transmit a copy of this resolution to Richard Opre, Purchasing Manager, Office of Procurement & Diversity and Robert C. Klaiber, Jr., P.E., P.S., County Engineer.

On Motion of Commissioner Hagan, seconded by Commissioner Jones, the foregoing resolution was duly adopted.

Ayes: Hagan, Jones.

Nays: None.

Recuse: Dimora.

Resolution Adopted.

Jeanne M. Schmotzer,
Clerk of the Board

Journal 308
November 18, 2010
105005
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RESOLUTION

Approving specifications and estimate of cost in the amount of \$425,000.00 on RQ17968 for replacement of sanitary sewers in North Granger Road, located in the City of Garfield Heights, County Sewer District No. 9 for the County Engineer/Sanitary Engineering Division; authorizing the Director of the Office of Procurement & Diversity to advertise for bids in accordance with law.

BE IT RESOLVED by the Board of County Commissioners of Cuyahoga County, Ohio that specifications and estimate of cost in the amount of \$425,000.00 on RQ17968 for replacement of sanitary sewers in North Granger Road, located in the City of Garfield Heights, County Sewer District No. 9 for the County Engineer/Sanitary Engineering Division be, and the same are, hereby approved.

BE IT FURTHER RESOLVED that the Director of the Office of Procurement & Diversity be, and she is, hereby authorized to advertise for bids for the above in a newspaper of general circulation throughout the County on September 7, 2010 and on the County's website @ www.opd.cuyahogacounty.us, reciting therein the bids will be received until 2:00 p.m., local time, on the 28th day of September, 2010, in the Office of Procurement & Diversity, County Administration Building Annex, Room 100, 112 Hamilton Court, Cleveland, Ohio 44114.

BE IT FURTHER RESOLVED that the Director of the Office of Procurement & Diversity be, and she is, hereby authorized to readvertise for bids for the above should no bids be received on September 28, 2010.

BE IT FURTHER RESOLVED that the Clerk of the Board be, and she is, hereby instructed to transmit a copy of this resolution to Richard Opre, Purchasing Manager, Office of Procurement & Diversity and Robert C. Klaiber, Jr., P.E., P.S., County Engineer/Sanitary Engineer.

On Motion of Commissioner Dimora, seconded by Commissioner Hagan, the foregoing resolution was duly adopted.

Ayes: Dimora, Hagan, Jones.

Nays: None.

Resolution Adopted.

Jeanne M. Schmotzer,
Clerk of the Board

Journal 307
August 26, 2010
103508
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