

VILLAGE OF ASHVILLE
200 EAST STATION STREET
ASHVILLE, OHIO 43103

CONTRACT



Partner's to a Better Railroad Crossing in Ashville

GRIGGS STREET RAILROAD CROSSING RELOCATION PROJECTS OPWC CT81P/CT82P

LETTING DATE: SEPTEMBER 17, 2014

CONTRACTOR:	DARBY CREEK EXCAVATING, INC.
MAYOR:	CHARLES K. WISE
CLERK/TREASURER:	ARIL GRUBE
VILLAGE ADMINISTRATOR:	FRANKLIN CHRISTMAN

**VILLAGE OF ASHVILLE
200 EAST STATION STREET
ASHVILLE, OHIO 43103**

CONTRACT PROPOSAL

**GRIGGS STREET RAILROAD CROSSING
RELOCATION PROJECTS
OPWC PROJECT CT81P/CT82P**

Franklin Christman
Village Administrator

Consulting Engineer:
Pomeroy & Associates Ltd.
599 Scherers Court
Worthington, Ohio 43085
614-885-2498

CONTRACT

THIS CONTRACT, pursuant to Resolution No. 16-2014, passed the 6th day of October, 2014, made and entered into this 15th day of October, 2014, by and between the Village of Ashville, State of Ohio, acting by and through its Village Administrator hereinafter designated the Village, and Darby Creek Excavating, Inc. (Contractor) of the City of Circleville, County of Pickaway and State of Ohio hereinafter designated the Contractor, WITNESSETH: That the parties to these presents, each in consideration of the undertaking, promises and agreements on the part of the other herein contained, have undertaken, promised and agreed to, do hereby undertake, promise and agree, the Village itself, its successors and assigns, and the Contractor for itself and its heirs, executors, administrators, successors and assigns, as follows:

The Contractor, in consideration of the sum of \$503,085.42 (Force Account \$50,308.54) herein specified to be paid by the Village to the Contractor, shall and will at its own cost and expense furnish all the labor, materials, tools and equipment for

GRIGGS STREET RAILROAD CROSSING RELOCATION PROJECTS **OPWC PROJECT CT81P/CT82P**

in accordance with the Proposal and in accordance with the Specifications, and Special Provisions, together with the Advertisement, Proposal and Bonds hereto attached, and the drawings therein referred to, are hereby made a part of this Agreement, all of said work to be fully completed to the satisfaction of the Village by the time set forth in the special provisions.

If the Contractor shall fail to comply with any of the terms, conditions, provisions or stipulations of this Contract, according to the true intent and meaning thereof, then the Village may avail itself of any or all remedies provided in its behalf in the Contract and shall have the right and power to proceed with the provisions thereof.

THE CONTRACTOR HEREBY AGREES TO HOLD THE VILLAGE FREE AND HARMLESS FROM ANY AND ALL CLAIMS FOR DAMAGES, COST, EXPENSES, JUDGMENTS OR DECREES, RESULTING FROM ANY OPERATIONS OF SAID CONTRACTOR, ITS SUBCONTRACTORS, AGENTS OR EMPLOYEES.

And, pursuant to Title Nine - Taxation, Chapter 181 Income Tax, Section 181.07 Payment of Tax, Village of Ashville, 1999:

(b) Collection at Source.

(1) In accordance with rules and regulations prescribed by the Administrator, each employer within or doing business within the Village of Ashville shall deduct, at the time of the payment of such salary, wages, commissions or other compensation, the tax of one percent (1.0%) per annum of the gross salaries, wages, commissions or other compensation due by the said employer to said employee and shall, on or before the last day of each month, make a return and

pay to the Administrator the amount of taxes so deducted during the previous month, provided, however, that if the amount of the tax so deducted by any employer in any one month is less than one hundred dollars (\$100.00), the employer may defer the filing of a return and payment of the amount deducted until the last day of the month following the end of the calendar quarter in which such month occurred.

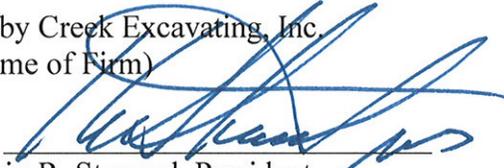
IN WITNESS WHEREOF, the parties to the Agreement have hereunto set their hand and seals and have executed this Agreement, in triplicate, the day and year first above written.

(Contractor must indicate whether Corporation, Partnership, Company or Individual)

THE PERSON SIGNING FOR THE CONTRACTOR SHALL SIGN THE PRINCIPAL'S NAME, THEIR OWN NAME AND TITLE. WHERE THE PERSON IS SIGNING FOR A CORPORATION, THEY MUST, BY AFFIDAVIT, SHOW THEIR AUTHORITY TO BIND THE CONTRACTOR.

THE CONTRACTOR

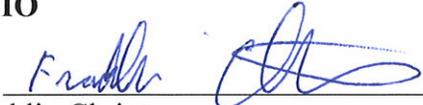
Darby Creek Excavating, Inc.
(Name of Firm)

BY 
Kevin R. Steward, President
(Title)

Contract Compliance Certification No.

31-1345111

**THE VILLAGE OF ASHVILLE,
OHIO**

BY 
Franklin Christman
Village Administrator