

CONTRACT

THIS CONTRACT, pursuant to Resolution 12-2013 (attached), passed the 21st day of October, 2013, made and entered into this 8 day of November, 2013, by and between the Village of Ashville, State of Ohio, acting by and through its Village Administrator hereinafter designated the Village, and
Decker Construction Company
(Contractor)

of the City of Columbus County of Franklin 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 \$ 805,959.10 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

PIC-752 / LONG STREET IMPROVEMENTS
OPWC Project No. CT72N/CT73N

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, JUDGEMENTS 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.

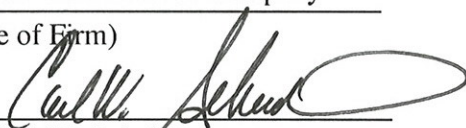
IN WITNESS WHEREOF, the parties to the Agreement have hereunto set their hand and seals and have executed this Agreement, in triplicate, the day and year first above written.

(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

Decker Construction Company
(Name of Firm)

BY 
Carl W. Scheiderer
President

(Title)

Contract Compliance Certification No.
310983957

**THE VILLAGE OF ASHVILLE,
OHIO**


Franklin Christman
Village Administrator

SIGNATURE AFFIDAVIT
PROPOSAL AFFIDAVIT

(To be filled in and executed if the Contractor is a Corporation.)

County of Franklin
State of Ohio

F.R. Smith, being duly sworn, deposes and says that ~~he~~/she is
(Name of Affiant)
Secretary of Decker Construction Company

A corporation organized and existing under and by virtue of the laws of the

State of Ohio and having its principle office at
3640 McKinley Avenue Columbus, Ohio 43204
(Number and Street) (City/State) (Zip Code)

Affiant further says that he/she is familiar with the records, minute books and by-laws of

Decker Construction Company Affiant further says
that Carl W. Scheiderer is President
(Name of person signing proposal/contract) (Title)

of the Corporation and is duly authorized to sign the contract for:

PIC-752 / LONG STREET IMPROVEMENTS
OPWC Project No. CT72N/CT73N

for said Corporation by virtue of Resolution of the Board of
Directors March 1981

(State whether a provision of by-laws or a resolution of the Board of Directors. If by resolution, give date of adoption.)

[Signature]
Signature of Affiant*

Sworn to before me and subscribed in my presence this 11th day of October, 2013.



DIANA L. THOMPSON
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES AUGUST 23, 2017

Diana L. Thompson
Notary Public in and for
Franklin Ohio
(County) (State)



DIANA L. THOMPSON
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES AUGUST 23, 2017

*Affiant must be someone other than the signer of proposal/contract

VILLAGE AUDITOR'S CERTIFICATION – PURCHASE ORDER

Next Page

REQUISITION FORM

VENDOR: Name: Decker Construction Company _____
 Address: 3040 McKinley Avenue _____
 City & Zip: Columbus, Ohio 43204



Department	PO Number	Expense Code	Dollar Total
		4202-800-399-0000	\$700,834.00
			\$105,125.10
		Total	\$805,959.10
<i>Tax exempt</i>	Y	EIN 31-6400266	<i>Date</i> 11/7/2013

Payment Policy:

ITEM NO.	DESCRIPTION	UNIT	QTY.	UNIT COST	TOTAL AMOUNT
	PIC-752/Long Street Improvements OPWC Project No. CT72N/CT73N 139 Force Account Engineer Approval	Contract	1	\$700,834.00	\$700,834.00
			1	\$105,125.10	\$105,125.10



 Ordered by

 Approved by

SUBTOTAL	\$805,959.10
Shipping charges	\$0.00
Handling charges	\$0.00
Insurance	
	\$0.00
TOTAL DUE	\$805,959.10

Reason for Purchase

Quote with Invoice to follow once approved and P.O. Number is provided

CONTRACT PERFORMANCE AND PAYMENT BOND

PROPOSAL BOND

(Not to be filled out if a Certified check is submitted)

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned Decker Construction Company, as Contractor/Principal and Cincinnati Insurance Company, as surety, are held and firmly bound unto the Village of Ashville, Ohio, in the sum of (\$ 805,959.10) 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.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT IF THE ATTACHED PROPOSAL OF Decker Construction Company for the construction of the PIC-752 / LONG STREET IMPROVEMENTS OPWC **Project No. CT72N/CT73N**, as stipulated in said Proposal, by doing all work incidental thereto, in accordance with the plans and specifications provided therefore, all within the Village of Ashville, is accepted and the Contract awarded to the above named bidder, and the said bidder shall within ten (10) days after notice of said award enter into a contract, in writing, and furnish the required Contract Bond with surety, or sureties, approved by the Village Administrator, this obligation shall be void, otherwise the same shall be in force and virtue by law, and the full amount of this Proposal Bond will be paid to the Village, as stipulated or liquidated damages.

Signed this 24th day of September, 2013.
(Contractor/Principal must indicate whether Corporation, Partnership, Company or Individual).

Decker Construction Company
(Contractor/Principal)

Corporation
(Corporation, Partnership, Company or Individual)

By Carl W. Schuch
President
(Title)

Cincinnati Insurance Company
(Surety)

By Paula N. Jamellett
Attorney-in-Fact
(Title)

THE PERSON SIGNING FOR THE CONTRACTOR/PRINCIPAL AND THE SURETY SHALL SIGN THEIR OWN NAME AND INDICATE THEIR TITLE. PERSONS SIGNING FOR CORPORATIONS SHALL SHOW THEIR AUTHORITY TO BIND THE CORPORATION BY AFFIDAVIT.

ATTACH SURETY POWER OF ATTORNEY

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Joseph W. Ray, III; Joseph W. Ray, IV; David A. Ray; Saralee Moore; Joan Marriott; Matthew P. Rappolt; Sarah C. Poling and/or Paula L. Lambert

of Columbus, Ohio its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Any such obligations in the United States, up to Ten Million and No/100 Dollars (\$10,000,000.00).

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

“RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.”

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 the Company at a meeting duly called and held on the 7th day of December, 1973.

“RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.”

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 10th day of May, 2012.



THE CINCINNATI INSURANCE COMPANY

Signature of Vice President

Vice President

STATE OF OHIO) ss:
COUNTY OF BUTLER)

On this 10th day of May, 2012, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



Signature of Mark J. Huller

MARK J. HULLER, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio, this 24th day of Sept, 2013



Signature of Scott R. Bolan

Assistant Secretary



The Cincinnati Insurance Company ■ The Cincinnati Indemnity Company
The Cincinnati Casualty Company ■ The Cincinnati Specialty Underwriters Insurance Company
The Cincinnati Life Insurance Company

THE CINCINNATI INSURANCE COMPANY
FINANCIAL STATEMENT
DECEMBER 31, 2012

ASSETS

Cash	\$ 316,638,139
Bonds	4,860,002,716
Stocks	3,095,379,010
Agents Balance Receivable	1,244,309,297
All Other Admitted Assets	250,930,339
TOTAL ADMITTED ASSETS	<u>\$9,767,259,501</u>

LIABILITIES

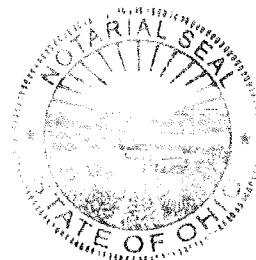
Reserve for Losses and Loss Expense	\$3,696,774,342
Reserve for Unearned Premiums	1,723,597,502
All Other Liabilities	433,289,679
Capital	\$ 3,586,355
Surplus	3,910,011,623
TOTAL LIABILITIES & EQUITY	<u>3,913,597,978</u> <u>\$9,767,259,501</u>

State of Ohio
County of Butler

Theresa A. Hoffer, Treasurer of The Cincinnati Insurance Company, being duly sworn for herself, deposes and says that she is the above described officer of the said company and that the above Financial Statement as of December 31, 2012 is true and correct to the best of her knowledge and belief.

Theresa A. Hoffer
Treasurer

Subscribed and sworn before me this 25th day of February, 2013.



Jennifer L. Scheld
Notary Public, State of Ohio
My Commission Expires 01-16-2016

P-13 AND C-8

**ATTACH STATE OF OHIO DEPARTMENT OF INSURANCE
CERTIFICATE OF COMPLIANCE**

Ohio Department of Insurance

John R. Kasich - Governor
Mary Taylor - Lt. Governor/Director



Certificate of Compliance

Issued 06/27/13
Effective 07/01/13
Expires 06/30/14

I, Mary Taylor, hereby certify that I am the Lt. Governor/Director of Insurance in the State of Ohio and have supervision of insurance business in said State and as such I hereby certify that

CINCINNATI INSURANCE COMPANY, THE

of Ohio 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 | Multiple Peril - Homeowners |
| Aircraft | Other Liability |
| Allied Lines | Private Passenger Auto - No Fault |
| Boiler & Machinery | Private Passenger Auto-Liability Other |
| Burglary & Theft | Private Passenger-Phys Damage |
| Commercial Auto - Liability Other | Surety |
| Commercial Auto - No Fault | Workers Compensation |
| Commercial Auto - Phys. Damage | |
| Credit | |
| Earthquake | |
| Fidelity | |
| Financial Guaranty | |
| Fire | |
| Glass | |
| Inland Marine | |
| Medical Malpractice | |
| Multiple Peril - Commercial | |
| Multiple Peril - Farmowners | |

CINCINNATI INSURANCE COMPANY, THE certified in its annual statement to this Department as of December 31, 2012 that it has admitted assets in the amount of \$9,767,259,501, liabilities in the amount of \$5,853,661,523, and surplus of at least \$3,913,597,978.

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

Mary Taylor

Mary Taylor

Lt. Governor/Director



DELINQUENT PERSONAL PROPERTY TAX

Section 5719.042, ORC

After the award by a taxing district of any contract let by competitive bid and prior to the time the contract is entered into, the person making a bid shall submit to the district's fiscal officer a statement affirmed under oath that the person with whom the contract is to be made was not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which the taxing district has territory or that such person was charged with delinquent personal property taxes on any such tax list, in which case the statement shall also set forth the amount of such due and unpaid delinquent taxes and any due and unpaid penalties and interest thereon. If the statement indicated that the taxpayer was charged with any such taxes, a copy of the statement shall be transmitted by the fiscal officer to the county treasurer within thirty days of the date it is submitted.

A copy of the statement shall also be incorporated into the contract, and no payment shall be made with respect to any contract to which this section applies unless such statement has been so incorporated as a part thereof.

DELINQUENT PERSONAL PROPERTY TAX AFFIDAVIT

STATE OF OHIO _____
COUNTY OF Franklin

Carl W. Scheiderer being first duly sworn,
deposes and says that he/she is President of Dacker Construction Company
(Sole owner, a partner, president, secretary, etc.)

the successful bidder on the attached contract with the Village of Ashville for the construction of the
PIC-752 / LONG STREET IMPROVEMENTS
OPWC Project No. CT72N/CT73N

and for the purpose of complying with Section 5719.042 of the Ohio Revised Code states that at
the time the bid for said contract was submitted, said bidder was not charged with
(was/was not)
delinquent personal property taxes on the general tax list of personal property of a county in
which the Village of Ashville has territory (presently Pickaway County). The amount of such
due and unpaid delinquent taxes, penalties and interest thereon is as follows.

TAXES	PENALTIES & INTEREST	COUNTY
\$ _____	\$ _____	_____
\$ _____	\$ _____	_____
\$ _____	\$ _____	_____
\$ _____	\$ _____	_____

Carl W. Scheiderer
(Affiant)

Sworn to and subscribed before me this 11th day of November, 2013.

Diana L. Thompson
(Notary Public)

My commission expires:
08-23-17

For Fiscal Officer's Use Only Auditor
Contract No. _____
Copy Mailed to County Treasurer
Date _____ Initials _____



DIANA L. THOMPSON
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES AUGUST 23, 2017

ATTACH CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/1/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ray Insurance Agency Inc 1580 Fishinger Rd Columbus OH 43221-2107		CONTACT Paula Lambert, CIC PHONE (A/C, No, Ext): (614) 459-1122 FAX (A/C, No): (614) 459-4509 E-MAIL ADDRESS: paula@rayinsurance.com	
INSURED Decker Construction Company 3040 McKinley Avenue Columbus OH 43204		INSURER(S) AFFORDING COVERAGE INSURER A: Cincinnati Insurance Company NAIC # 10677 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: CL1241000250 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
A	GENERAL LIABILITY	Y	Y	EPP0114357	1/1/2012	1/1/2015	EACH OCCURRENCE \$ 500,000
	<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						
A	AUTOMOBILE LIABILITY	Y	Y	EPP0114357	1/1/2012	1/1/2015	<input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS COMBINED SINGLE LIMIT (Ea accident) \$ 500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			EPP0114357	1/1/2012	1/1/2015	EACH OCCURRENCE \$ 11,000,000 AGGREGATE \$ 11,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	EPP0114357 (OH Emp Liab)	1/1/2012	1/1/2015	<input type="checkbox"/> WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Leased/Rented Equipment			CAP5218322	1/1/2012	1/1/2015	Limit \$ 500,000

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

Project: PIC-752/Long Street Improvements/OPWC Project No. CT72N/CT73N
 The Village of Ashville is named additional insured.

CERTIFICATE HOLDER Village of Ashville 200 E. Station Street Ashville, OH. 43103	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Joseph Ray III/PLL

ATTACH WORKERS' COMPENSATION CERTIFICATE



**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.

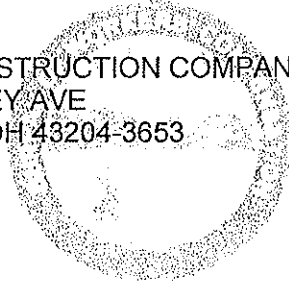
Policy No. and Employer

Period Specified Below

766073

07/01/2013 Thru 02/28/2014

DECKER CONSTRUCTION COMPANY
3040 MCKINLEY AVE
COLUMBUS, OH 43204-3653



ohiobwc.com

Stephen Bucher
Administrator/CEO

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.

EQUAL OPPORTUNITY CLAUSE

The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or termination, rates of pay or other forms of compensation, and selection for training. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices summarizing the provisions of this Equal Opportunity Clause.

The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that the contractor is an equal opportunity employer.

It is the policy of the Village of Ashville that business concerns owned and operated by minority and female persons shall have the maximum practicable opportunity to participate in the performance of contracts awarded by the Village.

The contractor shall permit access to any relevant and pertinent reports and documents by the Administrator for the sole purpose of verifying compliance with this Article, and with the regulations of the Contract Compliance Office. All such materials provided to the Administrator by the contractor shall be considered confidential.

The contractor and each subcontractor will include a summary of this Equal Opportunity Clause in every subcontract. The contractor will take such action with respect to any subcontract as is necessary as a means of enforcing the provisions of the Equal Opportunity Clause.

The contractor and subcontractors shall comply with all provisions of the “State of Ohio Equal Employment Opportunity Requirements & Bid Conditions for OPWC-Assisted Construction Projects” as detailed in Appendix A of this bid package.

Failure or refusal of a contractor or subcontractor to comply with the provisions of “State of Ohio Equal Employment Opportunity Requirements & Bid Conditions for OPWC-Assisted Construction Projects”, may result in cancellation of this contract.

PREVAILING WAGES

Prevailing Rates of Wages

The attention of the bidder is directed to the Provisions of Chapter 4115 of the Ohio Revised Code which require the Contractor to whom the award is made, and all of its subcontractors, to pay not less than the prevailing rates of wages, in the locality where the work is to be performed, for the classes of work called for by this public improvement.

The Contractor shall inform itself fully as to these provisions, particularly those of Section 4115.05 which provides, in effect, that the wages to be paid on public improvements shall be not less than those ascertained by the Department of Industrial Relations as prevailing in a given locality at the date a contract is made.

Section 4115.07 of the Revised Code of the State of Ohio provides that all Contractors or Subcontractors falling within or affected by Section 4115.03 to 4115.14, inclusive, of the Ohio Revised Code, shall keep full and accurate payroll records covering all disbursements of wages to their employees to whom they are required to pay not less than the minimum prevailing rates of wages, as set forth in the Contract. Such payroll records shall not be destroyed or removed from the State for a period of one (1) year following the completion of the Contract in connection with which records are made.

At any time during the life of the Contract, the Village may demand that the Contractor and/or its subcontractors submit an affidavit stating that wages have been paid for the pay period or periods in question in conformance with the minimum rates set forth in the contract. Such affidavit must be supported by the certified copy of his detailed payroll records and shall show the individuals by name, classification and pay rate on the Contractor's payroll each day of the period, together with the deductions, which may have been made. The Village may withhold payments of any estimate pending the submission of the affidavit and certified payroll records. If minimum wage requirements have not been met in accordance with the terms of the Contract, payment of estimate may be withheld until the Contractor and/or Subcontractor has complied.

UPON COMPLETION OF THE WORK AND PRIOR TO THE PAYMENT OF THE FINAL ESTIMATE, THE CONTRACTOR SHALL SUBMIT AN AFFIDAVIT STATING THAT WAGES HAVE BEEN PAID IN CONFORMANCE WITH THE MINIMUM RATE SET FORTH IN THE CONTRACT.

The affidavit must be executed and sworn to by the Officer or Agent of the contractor or subcontractor who supervises the payment of employees, before the Village will release the Surety and/or make final payment due under the terms of the Contract.

The following schedule of prevailing rates of wages in Pickaway County, Ohio, as ascertained and determined by the Department of Industrial Relations on the date indicated on the following page is hereby made a part of this contract as required by the Ohio Revised Code.

THIS CONTRACT REQUIRES THE PAYMENT OF THE "BASIC HOURLY RATES" PLUS THE "FRINGE BENEFITS PAYMENTS" FOR EACH CLASSIFICATION ALL IN ACCORDANCE WITH U.S. DEPARTMENT OF LABOR REGULATIONS, TITLE 29, SECTION A, PART 5, SECTIONS 5.31 AND 5.32 DATED MARCH 1, 1966.

CONTRACTORS WILL REFER TO SECTION 122 OF THE STATE AND LOCAL FISCAL ASSISTANCE ACT, 1972 - "NONDISCRIMINATION PROVISION".

(SAMPLE)
AFFIDAVIT OF CONTRACTOR
OR SUB-CONTRACTOR

PREVAILING WAGES

I, _____,
(Name of person signing affidavit) (Title)

of the _____, do hereby certify that the wages paid to all
employees for the full number of hours worked in connection with the Contract to the
Improvement, Repair and Construction of:

(Project, Location and Auditors Contract No.)

during the following period from _____ to _____

is in accordance with the prevailing wage prescribed by the contract document.

I further certify that no rebates or deductions for any wages due any person have been
directly or indirectly made other than those provided by law.

(Signature of Officer or Agent)

Sworn to and subscribed in my presence this _____ day of _____, 2013.

(Notary Public)

The above affidavit must be executed and sworn to by the officer or agent of the Contractor or
Subcontractor who supervises the payment of employees, before the owner will release the surety
and/or make a final payment due under the terms of the Contract.



RESOLUTION 12-2013



A RESOLUTION BY VILLAGE COUNCIL AUTHORIZING THE MAYOR OR VILLAGE ADMINISTRATOR TO EXECUTE A "REQUEST TO PROCEED" ON THE INTERSECTION IMPROVEMENT, SR 752 & LONG STREET PROJECT WITH OHIO PUBLIC WORKS COMMISSION CT72N/CT73N AND DECLARING AN EMERGENCY.

Whereas, it is desirable to provide the ability to work on utilities and have right-of-ways for the public good within the Village of Ashville.

NOW, AND THEREFORE BE IT ORDAINED BY THE VILLAGE COUNCIL, VILLAGE OF ASHVILLE, PICKAWAY COUNTY, STATE OF OHIO THAT:

SECTION ONE:

The Village Administrator, Mayor, and/or designee will be able to request from Ohio Public Works Commission to issue a "Request to Proceed", Exhibit A.

Section Two:

That this resolution is hereby declared to be an emergency resolution and necessary for the immediate preservation of the peace, health, safety and general welfare of the citizens of the Village of Ashville; therefore this resolution shall take effect immediately upon its passage.

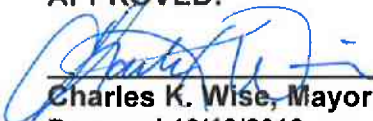
PASSED THIS 21st DAY OF OCTOBER, 2013

ATTEST:


Barbara J. Gilbert, Clerk-Fiscal Officer

DATE: October 21, 2013

APPROVED:


Charles K. Wise, Mayor
Prepared 10/18/2013
Revised Date:
Review Date

DATE: 20 Oct 2013



