



# RESOLUTION 01-2016

## OF THE VILLAGE OF ASHVILLE



A RESOLUTION AUTHORIZING THE MAYOR AND/OR VILLAGE ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH SAM'S EXCAVATING UNLIMITED, INC. FOR AN INTERCONNECTION WITH SOUTH BLOOMFIELD AND TO EXECUTE CONTRACTS AS REQUIRED.

WHEREAS, the Village of Ashville, Ohio is planning to make improvements to areas of Ashville,

WHEREAS, the improvement herein above described is considered to be a priority need for the community,

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

### SECTION ONE

The Mayor or Village Administrator is hereby authorized enter into an agreement with Sam's Excavating Unlimited, Inc. as the lowest and best bid, Bid Sheet Exhibit A.

### SECTION TWO

The fund that will be used for this project is Water Improvement Other – Capital Outlay Fund 5701-800-590-0000. As a joint project with South Bloomfield, the cost will be 50% of Construction Cost which includes the bid and any approved change orders.

### SECTION THREE

That is resolution shall take effect and be in force from and after the earliest period allowed by law.

Therefore, this resolution will take immediately upon its passage.

NOW, THEREFORE, be it resolved by the Village of Ashville Council

Offered by: Nelson R. Embrey

Seconded by: R. David Rainey

PASSED THIS 25<sup>th</sup> DAY OF JANUARY, 2016

ATTEST:

April D. Grube, Clerk-Fiscal Officer

DATE: 1/26/16

APPROVED:

Charles K. Wise, Mayor

DATE: 26 JAN 16

Prepared: 01/21/2016  
Revised Date:  
Review Date:

#### CERTIFICATE OF RECORDING OFFICER

I, the undersigned, hereby certify, that the foregoing is a true and correct copy of the resolution adopted by the Village of Ashville Council held on 25<sup>th</sup> day of January 2016, and that I am duly authorized to execute this certificate.



\_\_\_\_\_  
(Original signature of April D. Grube)

Clerk-Fiscal Officer  
(TITLE)



200 East Station Street  
 Ashville, Ohio 43103  
 Phone: 740-983-6367 • Fax: 740-983-4703

Exhibit A



## Bid Opening

Company/Agency	Representative Name - Print	Address	Phone Number	Email	Signature	Date of Plan to Vendor	Time & Date Received	Base Bid	Total Amount	Contingency
Darby Creek Excavating, Inc.	Kevin Steward	6790 Brooksmiller Road Circleville, Ohio 43113	Phone: (614) 833-1910 or (740)477-8600 Fax: (740)477-9865	<a href="mailto:kevins.dce@gmail.com">kevins.dce@gmail.com</a>			January 12, 2016 11:45	\$71,900	\$71,900	
Digger Excavating, Inc.	Randy McCray	269 Main St W, Ashville, OH 43103	(740) 983-4292	<a href="mailto:diggermccray@yahoo.com">diggermccray@yahoo.com</a>						
Nutter Excavating LLC	Linda Nutter Wes Nutter	13918 Walnut Creek Pike, Ashville, OH 43103	(740) 983-3200	<a href="mailto:digdirt@nutterexcavating.com">digdirt@nutterexcavating.com</a>						
Sam's Excavating Unlimited	Sam Hall	4324 St Paul Rd, Ashville, OH 43103	(740) 983-6589	<a href="mailto:samsexcavating@yahoo.com">samsexcavating@yahoo.com</a>			January 11, 2016 15:31	\$46,750	\$46,750	
Hunt Engineering LLC	Christopher Hunt, M.S., P.E., M.ASCE	195 West Main Street P.O. Box 237 Tarlton, Ohio 43156	P(740)474-1200 (614)216-5346	<a href="mailto:Christopher@HuntEngineeringLC.com">Christopher@HuntEngineeringLC.com</a> <a href="http://www.huntengineeringllc.com">www.huntengineeringllc.com</a>						
South Bloomfield	Joe Allen	5023 South Union Street South Bloomfield, OH 43103	(740) 983 - 2541	<a href="mailto:joe.allen@vosbohio.com">joe.allen@vosbohio.com</a>						
Village of Ashville	Jim Welsh	200 East Station Street, Ashville, Ohio 43103	(740)983-6367	<a href="mailto:jwelsh@ashvilleohio.gov">jwelsh@ashvilleohio.gov</a>						
Village of Ashville	Franklin Christman	200 East Station Street, Ashville, Ohio 43103	(740)983-7132 ce (740)207-1842	<a href="mailto:fchristman@ashvilleohio.gov">fchristman@ashvilleohio.gov</a>						
Village of Ashville	Tom Bouts	200 East Station Street, Ashville, Ohio 43103								

SIGNED BY:

Signature

Date: December 12, 2015

Time: 11:59 am

Franklin Christman

Print Name

Project Name: South Bloomfield and Ashville Water Interconnect Project

**Village of South Bloomfield and Ashville Water Line Interconnection**  
**Cost Estimate December 8, 2015**

Item #	Item	Unit	Cost/Unit	Total
1	Type C Manhole	1	\$ 1,400.00	\$ 1,400.00
2	8" Resilent Valve w/ Valve Box	5	\$ 1,240.00	\$ 6,200.00
3	Hot Tap 8" Resilent Valve w/Valve Box	1	\$ 3,800.00	\$ 3,800.00
4	Hot Tap Size on Size 8" Tee with Resilent Valve w Valve Box	1	\$ 6,300.00	\$ 6,300.00
5	Fire Hydrant w/Valve and Mechanical Joints	1	\$ 2,200.00	\$ 2,200.00
6	8" Sweep 90 deg	4	\$ 350.00	\$ 1,400.00
7	8" Tee	2	\$ 220.00	\$ 440.00
8	Megalug Mechanical Joints	4	\$ 225.00	\$ 900.00
9	8" PVC C900 Waterline	253	\$ 36.00	\$ 9,108.00
10	8" HDPE Waterline Highway Bore w/Carrier	32	\$ 100.00	\$ 3,200.00
11	Bi-Directional Mag Water Meter (Installed)	1	\$ 3,500.00	\$ 3,500.00
12	8" Mechanical Coupling	1	\$ 250.00	\$ 250.00
13	Electrical Service and NEMA 4X Enclosure for Meter Controls	1	\$ 3,000.00	\$ 3,000.00
14	Traffic Maintenance (Lump)	1	\$ 500.00	\$ 500.00
15	Mobilization (Lump)	1	\$ 1,000.00	\$ 1,000.00
16	Seeding and Mulching/Erosion Control (Lump)	1	\$ 800.00	\$ 800.00
TOTAL				\$ 43,998.00



# RESOLUTION 02-2016

## OF THE VILLAGE OF ASHVILLE



A RESOLUTION AUTHORIZING THE MAYOR AND/OR VILLAGE ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH PETERSON CONSTRUCTION COMPANY FOR CONSTRUCTION OF PHASE A OF THE WATER RESOURCE RECOVERY FACILITY, AND TO EXECUTE CONTRACTS AS REQUIRED.

WHEREAS, the Village of Ashville, Ohio is planning to make improvements to areas of Ashville,

WHEREAS, the improvement herein above described is considered to be a priority need for the community,

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

### SECTION ONE

The Mayor or Village Administrator is hereby authorized enter into an agreement with Peterson Construction Company as the lowest and best bid, Bid Sheet Exhibit A and AECOM Recommendation Letter Exhibit B.

### SECTION TWO

The fund that will be used for the Water Resource Recovery Facility Project Phase A is Wastewater Improvement Utility Distribution Systems (Sewer Plant Expansion) 5702-543-560-5003. The cost will be limited to the Bid Amount of \$11,580,000, Exhibit C, and any approved change orders that cannot exceed the DEFA Agreement Amount of \$13,534,075.80, Exhibit D.

### SECTION THREE

That is resolution shall take effect and be in force from and after the earliest period allowed by law.

Therefore, this resolution will take immediately upon its passage.

NOW, THEREFORE, be it resolved by the Village of Ashville Council

Offered by: Nelson R. Embrey

Seconded by: Randy S. Loveless

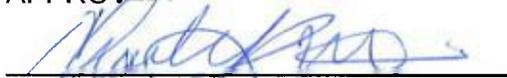
PASSED THIS 25<sup>th</sup> DAY OF JANUARY, 2016

ATTEST:

  
April D. Grube, Clerk-Fiscal Officer

DATE: 1/27/16

APPROVED:

  
Charles K. Wise, Mayor

DATE: 27 JAN 2016

Prepared: 01/21/2016  
Revised Date:  
Review Date:

#### CERTIFICATE OF RECORDING OFFICER

I, the undersigned, hereby certify, that the foregoing is a true and correct copy of the resolution adopted by the Village of Ashville Council held on 25<sup>th</sup> day of January 2016, and that I am duly authorized to execute this certificate.

\_\_\_\_\_  
(Original signature of April D. Grube)

Clerk-Fiscal Officer  
(TITLE)



**VILLAGE OF ASHVILLE, OHIO  
WRRF IMPROVEMENTS 2015 PART A  
BID TABULATION  
DECEMBER 12, 2015**

	Contractor				
	Engineer's Estimate	Adams Robinson Construction	Danis Industrial Construction Company	Kirk Brothers Construction, Inc.	Peterson Construction Company
Part A Plans - WRRF Facility Improvements	\$ 11,406,000	\$ 14,690,000	\$ 11,977,000	\$ 12,087,000	\$ 11,270,000
Allowances					
Sludge Drying Bed Demolition	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000
Utilities Allowance	\$ 180,000	\$ 180,000	\$ 180,000	\$ 180,000	\$ 180,000
Administration Building Furnishings Allowance	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000
Laboratory Equipment Allowance	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000
SCADA System Computer Equipment Allowance	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000
SCADA System Programming Allowance	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000
Materials Testing Allowance	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000
Total Base Bid	\$ 11,716,000	\$ 15,000,000	\$ 12,287,000	\$ 12,397,000	\$ 11,580,000
Alternate No. 1		\$ 50,000	\$ (64,500)	\$ 50,000	\$ (20,000)
Alternate No. 2		\$ 10,000	\$ (42,000)	\$ (30,000)	\$ (40,000)
Base Bid + Alternate No. 1		\$ 15,050,000	\$ 12,222,500	\$ 12,447,000	\$ 11,560,000
Base Bid + Alternate No. 2		\$ 15,010,000	\$ 12,245,000	\$ 12,367,000	\$ 11,540,000
Base Bid + Alternate No. 1 + Alternate No. 2		\$ 15,060,000	\$ 12,180,500	\$ 12,417,000	\$ 11,520,000



December 14, 2015

Mr. Franklin Christman  
Village Administrator  
Village of Ashville  
200 East Station Street  
Ashville, Ohio 43103

**RE: Bid Recommendations  
Village of Ashville, Ohio WRRF Improvements 2015 (Part A)  
60440011**

Dear Mr. Christman:

Bids were received for the above-referenced project and publicly opened on Friday December 11, 2015, at 2:00 PM. A total of four bids were received; each from General Contractors offering a lump sum price, and cost of required Alternates. Listed below is information on these bids:

<u>Name</u>	<u>Base Bid Amount</u>
Peterson Construction Company	\$11,580,000
Danis Industrial Construction Company	\$12,287,000
Kirk Brothers Construction, Inc.	\$12,397,000
Adams Robinson Enterprises, Inc.	\$15,000,000

The Engineer's estimate of cost of construction was \$11,716,000. The low bid did not exceed 10% of the Engineer's Estimate. The bids ranged from 1.2% below to 28% above the estimate.

Note that there were required Alternates submitted as part of the bids. The complete tabulation of the Base Bid and Alternate amounts are shown on the attached spreadsheet. The combination of any accepted Alternate with the base bid will not change the order of the bidders, low to high.

The three lowest bids were reviewed for conformance with the bidding requirements of the Contract Documents and comments are listed below:

**Bid Form, Section 00 4113**

- Each bidder submitted a completed bid form as required.

**Acknowledgement of Addendum, Section 00 4113, Page 2**

- Each bidder acknowledged receipt of Addenda 1, 2, 3, and 4.



#### **Bid Price Extensions, Section 00 4113, Page 4**

- Each bidder's written numeric bid number matched their bid written in words.

#### **Bid Security, Section 00 4313**

- Each bidder submitted fully executed bonds on forms meeting the requirements of the Ohio Revised Code.
  - Peterson Construction Company: The bidder listed Ohio Farmers Insurance as their bonding company.
  - Danis Industrial Construction Company: The bidder listed Travelers Casualty and Surety Company of America as their bonding company.
  - Kirk Bros. Co., Inc.: The bidder listed Ohio Farmers Insurance as their bonding company.
- Each bidder's bonding company is listed in the Department of the Treasury Circular 570 as required.

#### **Substitution Request Form, Section 00 4325**

- None of the bidders listed any requested substitutions.

#### **Proposed Products Form, Section 00 4333**

- Each bidder submitted a properly completed Proposed Products Form as required.

#### **Proposed Subcontractors Form, Section 00 4336**

- Each bidder submitted a properly completed Proposed Subcontractors Form as required.

#### **Bidder's Qualifications, Section 00 4513**

- Each bidder has submitted qualifications and references that imply and represent that they are responsible and viable organizations which are capable of completing the work. We have previously checked references, and completed projects will all these contractors, and have no reason to believe that they not qualified to successfully complete this project.

#### **OEPA WPCLF Program Requirements, Section 00 4515**

- EEO Certification: Each bidder submitted a properly completed certification form as required.
- Certification Regarding Debarment, Suspension, and Other Responsibility Matters: Each bidder submitted a properly completed certification form as required.
- DBE Forms 1A and 1B (note that these forms can be submitted after the bid):
  - Peterson Construction: Neither Forms 1A or 1B were signed or completed.



- Danis Industrial Construction Company: Form 1A was not signed. Form 1B was signed, and noted that the information would be forthcoming
  - Kirk Bros. Co., Inc.; Form 1A was not signed, and no information was filled in. Form 1B was signed but no information was listed
- American Iron & Steel Sign-off Form: Each bidder submitted a properly completed certification form as required.

#### **Non-Collusion Affidavit, Section 00 4519**

- Each bidder submitted a properly completed Non-Collision Affidavit Form as required.

#### **Personal Property Tax Disclosure Affidavit, Section 00 4529**

- Each bidder submitted a properly completed Personal Property Tax Disclosure Affidavit Form as required.

#### **Comments on Variances**

The Instruction to Bidders gives the Owner the right to waive any apparent irregularities in the bids. Our understanding is that this relates to conditions that would materially affect the price of the bid or give the bidder a critical advantage.

In the case of the three bids reviewed for this project, no variances were noted. In our opinion, there were no significant variances in the three bids reviewed giving one bidder an unfair advantage over the other.

#### **Recommendation**

It is the professional engineering opinion of AECOM that each of the three lowest bidders have sufficiently complied with the Project Manual requirements. As noted, the Owner has the right to waive discrepancies as described in the Instructions to Bidders. There does not appear to be significant procedural, technical, or administrative restrictions in awarding the subject Contract.

Based on the pricing of the required Alternates, we do not recommend that Owner accept either Alternate 1 and Alternate 2, and that the Contract be awarded based on the Base Bid equipment and pricing.



Subject to review of your legal counsel and a determination that the Village has the funds available to cover the cost of the proposed work, we recommend that the Contract be awarded to:

Peterson Construction Co.  
18817 SR 501 N.  
Wapakoneta, Ohio 45895  
In the amount of \$11,580,000

AECOM recommends that the Village have the bids reviewed by the appropriate legal counsel prior to the final Contract award to ensure that the legal and bonding requirements of the Bidding Documents are satisfied.

Sincerely,

**AECOM Corporation**

A handwritten signature in black ink that reads "Matt Noelker". The signature is written in a cursive, slightly slanted style.

Matthew Noelker, P.E.

Enclosures: Bid Tabulation

cc: Central Files  
Jeff Kerr, P.E. – AECOM  
Brian Benedict – AECOM

## SECTION 00 2113

### INSTRUCTIONS TO BIDDERS

#### PART 1 - GENERAL

- A. Each Bidder shall include in the Bid a detailed account of its experience, skill, financial standing, and equipment available to perform the work. Each Bid must contain evidence of Bidder's qualification to do business in Ohio or covenant to obtain such qualification prior to award of the Contract.
- B. The Owner may make investigations to determine the ability of the Bidder to perform the Work. When required, the Bidder shall present evidence of its experience in similar Work and that it has the necessary equipment and financial resources to provide materials and complete the Work in a satisfactory manner in the time specified.
- C. No Bid will be accepted from, or Contract awarded to, any person, firm, or corporation in arrears or in default to the Owner upon any debt or Contract, or a defaulter as surety upon same, or has failed to perform faithfully any previous Contract with the Owner.
- D. The Owner reserves the right to reject any Bidder who is in default on any debt or Contract or is a defaulter as surety upon same, or has failed to perform faithfully any previous Contract.

#### 1.2 BIDDING DOCUMENTS

- A. The Bidding Documents consist of all items listed in the Table of Contents. Requirements of any one item apply to the Work of all others. It is the responsibility of each Contractor and Subcontractor to review each Document in detail for Work of its trade and how the Work of other trades affects its Work.
- B. Bidders shall use complete sets of Bidding Documents in preparing Bids. Neither the Owner nor the Engineer assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- C. In making copies of the Bidding Documents available on the above terms, the Owner and the Engineer do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant permission for any other use of the Bidding Documents.
- D. Specification Sections are edited from a master with fixed numbers. Therefore, Section numbers may not run sequentially. 33 0577 may be followed by 33 3000, etc. Pages of each Section are numbered consecutively, starting with Page 1. Each Section ends with the statement: "END OF SECTION \_\_\_\_\_". If any pages are missing from the issued Documents, contact the Engineer for replacement. Each Bidder is responsible for all Work shown or specified, whether or not pages are missing from an issued Document.
- E. The organization of the Specifications into Divisions, Sections and Articles, and the arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade. Each Section

may be used as a unit of Work, or Sections may be combined as a unit of Work or subdivided into several units of Work.

- F. The captions, headings or titles in this Project Manual are for convenience only and in no way define, limit or describe the scope or intent of any provisions, paragraphs, Divisions, or Sections of this Project Manual.

### 1.3 CONTRACT REQUIREMENTS

- A. Type of Contract: Lump sum proposal.
- B. Liquidated Damage: Refer to Division 01 Section "Supplementary Conditions".
- C. Contract Completion: All work shall be substantially complete within 549 days, and final completion shall be within 610 days of entering into Contract.

### 1.4 PREPARATION OF BIDS

- A. General: The following items shall be used without variation by all Bidders and submitted with the Bid.
  - 1. Section 00 2113, "Instructions to Bidders". (for information only)
  - 2. Section 00 4113, "Bid Form".
  - 3. Section 00 4313, "Bid Security".
  - 4. Section 00 4325, "Substitution Request Form". (optional)
  - 5. Section 00 4333, "Proposed Products Form".
  - 6. Section 00 4336, "Proposed Subcontractor's Form".
  - 7. Section 00 4513, "Bidder's Qualifications".
  - 8. Section 00 4515, "Ohio EPA/DEFA Government Requirements"
    - a. Contractor Equal Employment Opportunity (EEO) Certification
    - b. Certification Regarding Debarment, Suspension, and Other Responsibility Matters.
    - c. DBE Forms 1A and 1B
      - 1) To be submitted with bid package OR within 2 weeks of bid opening.
    - d. American Iron & Steel Sign-off Form.
  - 9. Section 00 4519, "Non-Collusion Affidavit".
  - 10. Section 00 4529, "Personal Property Tax Disclosure Affidavit".
- B. Do not detach forms bound into the Bid Packet. Submit the Bid Packet in its entirety with the Bid Forms filled in. Do not submit the project manual.
- C. Fill in all blanks.
- D. Bidders shall base their Bids on materials, equipment or processes specified.
- E. Signatures
  - 1. Bids shall be signed with the name typed below the signature. If the Bidder is a corporation, Bid shall be signed with the legal name of the corporation, followed by the legal signature of an officer authorized to bind the corporation to a Contract. If other than a President or Vice President, a copy of authorization from the Board of Directors shall be attached. If the Bidder is a partnership, full names and addresses of each partner must be given and the Bid shall be signed by the number of partners required to bind the

partnership of the partners, using the term "Partner". If the Bidder is an individual, he shall use either the term "doing business as Builder" or "Sole Owner".

2. List the names and addresses of all parties financially interested in this Bid.

**F. Bid Security**

1. Each bidder shall submit with its bid a bid guaranty in the form of either a bond for the amount of 100 percent of the bid amount or a certified check, cashier's check, or letter of credit in the amount of 10 percent of the bid in accordance with Ohio Revised Code Section 153.54. The form of the bond shall be in accordance with the requirements of Ohio Revised Code Section 153.54.
2. The Bid security of Successful Bidder will be retained until such Bidder has executed the Agreement, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required contract security within 10 days after receipt of the Notice of Award, Owner may annul the Notice of Award and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of the 7th day after the Effective Date of the Agreement or the 66th day after the Bid opening, whereupon Bid security furnished by such Bidders will be returned. Bid security with Bids which are not competitive will be returned within 14 days after the Bid Opening.

**ADD #2**

3. The Owner reserves the right to retain the Bid security of the three lowest Bidders until a responsible Bidder enters into Contract or until 90 days after Bid Opening Date, whichever is less.
4. If any Bidder refuses to enter into Contract, the Owner will retain its Bid Security as liquidated damages.

**G. Questions and Answers:** Should any Bidder find discrepancies, inconsistencies, ambiguities, errors, or obvious omissions in the Documents, or should it be in doubt as to meaning, Bidder shall notify **Mr. Matthew Noelker** at AECOM (formerly URS), (614) 464-4500 (matthew.noelker@aecom.com), who will send written instructions to all Bidders. Such notification must be received **no later than 7 days before the bid date**. The Engineer will not be responsible for oral instructions. Oral or other interpretations or clarifications will be without legal effect.

**H. Addendum**

1. Bidders will be advised during the Bidding period by Addendum of additions or alterations to the Documents. Changes shall be included in the Work covered by the Bid and, in closing the Contract, will become a part thereof.
2. Bidders shall list on the Bid Form all addenda.

**1.5 BIDDERS REPRESENTATION**

**A. Examination of Documents and Site**

1. All Bidders shall visit the Site of the proposed Work during the Bidding period and shall inform themselves of all local conditions bearing on transportation, disposal, handling and storage of materials; other Work being performed; accessibility and general character of the Site; and extent of existing Work within or adjacent thereto.

2. The failure or omission of any Bidder to receive or examine any forms, instruments, or document, or to visit the Site and acquaint himself with conditions there existing shall in no way relieve any Bidder from any obligation with respect to its Bid.
- B. **Non-Collusion Affidavit:** Complete in full the attached Non-Collusion Affidavit. Form shall be signed by the same person authorized to sign Bids.
- C. **Nondiscrimination In Employment**
1. Contracts for Work under this proposal will obligate the Contractors and subcontractors not to discriminate in employment practices.
  2. Bidders must, if requested, submit a compliance report concerning their employment practices and policies in order to maintain their eligibility to receive the award of the Contract.
  3. Successful Bidders must be prepared to comply in all respects with the Contract Provisions regarding nondiscrimination.
- D. **License to do Business in Ohio:** Corporations not chartered in Ohio shall include an affidavit executed by an officer of the corporation stating that the corporation has conformed with the provisions of the Revised Code of the State of Ohio and obtained a certificate authorizing it to do business in the State of Ohio. Certificates or copies of them shall be obtained from the office of the Secretary of State, Columbus, Ohio.

#### 1.6 SUBMISSION OF BIDS

- A. Submit Bids on or before the date stated in the Advertisement for Bids. No Bids will be considered after that time.
- B. Submit the Bidding Package with forms completed and all necessary attachments in a sealed opaque envelope marked with:
1. Bidder's Name and Address
  2. Signature of person signing the Bid
  3. Project Name.
- C. Deliver in person or send by mail, enclosed in a separate mailing envelope addressed to:
- Village of Ashville  
Village Administration Building  
200 East Station Street  
Ashville, OH 43103
1. If mailed, enclose in a separate mailing envelope, mark "Bid Enclosed" on the face.
- D. No oral or telegraphic Bids will be accepted.
- E. Bids submitted early may be withdrawn by the Bidder by written request signed by the person signing the Bid. Such request must be received by the party receiving Bids prior to the Bid receipt deadline time.
- F. If, within 48 hours after Bids are opened, any Bidder files a duly signed, written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a mistake in the preparation of its Bid, in accordance with the provisions of Section 9.31 of

the Ohio Revised Code, that Bidder may withdraw its Bid and the Bid security will be returned. Thereafter, that Bidder will be disqualified from further bidding on the work to be provided under the Contract Documents.

**ADD #2**

- G. After 48 hours, no Bid may be withdrawn for **90 days** after scheduled closing time for receipt of Bids.

**1.7 CONSIDERATION OF BIDS**

- A. Bid Opening: Properly identified Bids received on time will be publicly opened and read aloud.
- B. Rejection of Bids
  - 1. The Owner reserves the right to reject any or all Bids, and shall have no liability whatsoever to any Bidder whose Bid is not accepted.
  - 2. Bid Packages containing irregularities, conditional or obscure language, or additions not requested by the Bidding Documents may be rejected.
- C. Acceptance of Bids: Acceptance of a Bid will not constitute an Agreement between the Owner and Bidder, and will not be binding upon the Owner unless and until an Agreement covering all conditions and provisions of the Work has been reduced to writing and executed by both parties.

**ADD #2**

- D. Bids to Remain Subject to Acceptance: All bids will remain subject to acceptance for **ninety (90) days** after the day of the Bid opening, but Owner may, at its sole discretion, release any Bid and return the Bid security prior to that date.

**1.8 AWARD OF CONTRACT**

- A. Owner reserves the right to reject any or all Bids, including without limitation the rights to reject any or all nonconforming, nonresponsive, unbalanced or conditional Bids and to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner. Owner also reserves the right to waive all informalities not involving price, time or changes in the Work and to negotiate contract terms with the Successful Bidder. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- B. In evaluating Bids, Owner will consider the qualifications of Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data as may be requested in the Bid Form or prior to the Notice of Award.
- C. Owner may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided in the Supplementary Conditions. Owner also may consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment

proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.

- D. Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.

#### 1.9 SUBSTITUTE AND "OR-EQUAL" ITEMS

- A. The Contract, if awarded, will be on the basis of materials and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by Contractor if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the successful Contractor has been determined. The procedure for submission of any such application by Contractor and consideration by Engineer is set forth in the General Conditions, and as follows.

##### B. Substitution of Manufacturers

1. Those articles, devices, materials, forms of construction fixtures, equipment, process or manufacturers named in the Specifications to denote the kind and quality required, whether or not the words "or equal" are used, shall be known as "standards".
2. Where two or more "standards" are named together, the successful Bidder may furnish one of the "standards" named.
3. Bidders desiring consideration for the use of material, equipment, etc. not named in the Specifications may submit the "Substitution Request Form" with the Proposal Form and listing for each change: (1) The "standard" specified, and the substitution, and (2) the deduct price associated with the proposed substitution. The price shall include all work associated with the proposed substitution, including but not limited to architectural, structural, electrical, engineering costs, and all related work.
4. Substitutions will only be considered after the successful contractor has been determined. The successful contractor must submit complete specifications, samples, catalogs, data sheets, test results, and description of proposed substitutions within 3 days of notification to provide a sound basis for comparison with the specifications.
5. The listing of substitutions at the time of bid is only required for those items listed on the Substitution Request Form. Substitutions for those items listed on the Substitution Request Form will only be considered if the proposed substitute is listed at the time of Bid. The offering and consideration of substitutions for other items may be made throughout the contract time.
6. Any substitution which is accepted must be incorporated in the formal Contract by Change Order.

##### C. Substitution Request Form

1. Bidders shall base their Bids on materials, equipment or processes described on the Drawings or specified in the Specifications without consideration of possible substitute or "or equal" items.
2. Bidders are invited to submit for consideration quotations for substitutes capable of performing the specified functions.

3. State on the Substitution Request Form submitted with the Bid the amount to be deducted from the amount of the Base Bid for each substitution of items listed.
4. When requested, submit complete specifications and descriptions of any items the successful bidder proposes to substitute, within 3 days of notification to do so.
5. Prior approval by Engineer is not required on items submitted on the Substitution Request Form.
6. Such substitutes will be accepted or rejected, and the Contract sum adjusted accordingly by Change Order.
7. After the Contract is awarded, no further substitutions will be permitted for the items listed, except as outlined on the Substitution Request Form.

**D. Approval Process**

1. The successful Contractor must submit complete specifications, samples, catalogs, data sheets, test results, and description of proposed substitutions to provide a sound basis for comparison with the specified items. Include a statement and explanatory Drawings showing all changes in related or adjacent Work. List every departure from the specified item.
2. The burden of proof is with the proposer of the substitution.
3. If, in the opinion of the Engineer, the item submitted does not meet with the intent of the design or is not equal to the item specified, it may disapprove it or, if it finds it in the interest of the Owner, it may approve such items submitted.
4. If the substitute is accepted, the Contractor shall pay all costs of extra labor and materials required by other Contractors and Subcontractors arising from the incorporation of substitutions into the Project, and provide additional Drawings as required by the Engineer. The substitution will be incorporated in the formal Contract by Change Order.

**1.10 DECLARATION OF MANUFACTURER**

- A. The Drawings and Specifications have been designed around the manufacturer that is first listed in the Specifications for the item. This manufacturer shall be known as the Basis of Design.
- B. Other acceptable manufacturers may be listed for each item. The Engineer has determined that similar equipment supplied by these additional manufacturers will be acceptable provided it will perform the necessary function, is of similar design, and meets the intent of the Contract Documents.
- C. The bids submitted by the bidder must be based on one of the named manufacturers. Or equal, or other manufacturers must be included on the Substitution Request Form for consideration.
- D. The bid forms contain a Proposed Products Form which must be completed for the items listed.
- E. The bidder shall indicate, in the space provided, the manufacturer upon which it has based its bid, and the bidder agrees to supply equipment furnished by this manufacturer when performing the contract.
- F. If the bidder fails to indicate which manufacturer it is basing its bid upon in the form, it is assumed, understood, and agreed that the bidder will furnish equipment supplied by the manufacturer listed as the "Basis of Design" for the particular equipment.

- G. The declaration of manufacturers is only required for those items listed on the Proposed Products Form.

#### 1.11 MINIMUM WAGE RATES

- A. The minimum wage to be paid to all skilled labor, intermediate grade labor, and unskilled and common labor employed on this Project shall be in accordance with the Wage Determination ascertained and determined by the Ohio Bureau of Employment Services.
- B. The wage rates included herein are applicable as of the date of advertising for bids. However, Contractors must abide by the latest prevailing wage rate listing effective at the time of Bid opening and must update rates of wages paid to employees as changes in the wage rates occur. Contractors shall submit certified copies of payrolls to the Owner as required by law.

#### 1.12 SMALL BUSINESSES IN RURAL AREAS

- A. This procurement is subject to the EPA policy of encouraging the participation of small businesses in rural areas. It is EPA policy that recipients of EPA financial assistance awards utilize the services of small businesses in rural areas (SBRAs), to the maximum extent practicable. The objective is to assure that such small business entities are afforded the maximum practicable opportunity to participate as subcontractors, suppliers and otherwise in EPA-awarded financial assistance programs. This policy applies to all contracts and subcontracts for supplies, construction, and services under EPA grants or cooperative agreements. Small purchases are also subject to this policy.

#### 1.13 POST-BID REQUIREMENTS

##### A. Contract Forms

- 1. The following Contract Forms will be provided by the Engineer and shall be used without variation by the selected Bidder:
  - a. Owner-Contractor Agreement
  - b. Contract Bond (Performance and Payment Bonds)
    - 1) The Bidder shall deliver the required bonds to the Owner not later than 10 days following the date of receipt of the Notice of Award.
    - 2) If the Work is to be commenced prior thereto in response to a letter of intent, the Bidder shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished and delivered in accordance with this Subparagraph.
  - c. DBE Form 2 and MBE/WBE Form 5700-52A.
- 2. Copies of each form will be furnished to the selected Bidder.

##### B. Submittals

- 1. Comply with Division 01 Section "Submittal Procedures".
- 2. Submit the following items prior to Contract signing:
  - a. Contract Bond (Performance and Payment Bonds)
- 3. Lack of submission or an untimely submission shall be considered a Nonresponsive Bid and such Bid may be rejected.

PART 2 - PRODUCT (NOT USED)

PART 3 - EXECUTION (NOT USED)

**END OF SECTION 00 2113**

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SECTION 00 4113

BID FORM

PART 1 GENERAL

From: Peterson Construction Company

---

Name of Bidder

18817 SR 501 North

---

Wapakoneta, OH 45895

---

Address & Zip of Bidder

419-941-2233

---

Area Code & Telephone Number of Bidder

To: Village of Ashville, Ohio  
Village Administration Building  
200 East Station Street  
Ashville, OH 43103

Gentlemen:

Having examined the contract documents entitled:

VILLAGE OF ASHVILLE, OHIO  
WATER RESOURCE RECOVERY FACILITY IMPROVEMENTS 2015 (PART A)

Prepared by AECOM (formerly URS Corporation), 277 W. Nationwide Blvd., Columbus, Ohio 43215, for the construction of the project, and having inspected the site and the conditions affecting and governing the construction of the project, the undersigned hereby proposes to furnish all material and perform all labor specified and described in the specifications and shown on the drawings for the work for the prices and within the times indicated in this Bid, and in accordance with the other terms and conditions of the Bidding Documents.

1.1 BIDDER OWNER AGREEMENT

- A. Contract award will be made based on the computed total base bid plus or minus any Owner selected alternatives. The price for all base bid items shall be included in the computed total base bid. Alternative bids will be added to or deducted from the computed total base bid, if they are accepted, prior to Contract award being made.
- B. It is mandatory to state prices for all Alternatives. Any bid without Alternate pricing shall be considered nonresponsive.
- C. Owner reserves the right to accept or reject any Alternatives to the computed total base bid, regardless of cost.

**REVISED & RE-ISSUED AS ATTACHMENT TO ADDENDUM NO. 4 DATED 12/08/15**

**D. Addenda**

1. All Addenda, revised drawings and bulletins issued have been included in this bid and are listed below:

The Contractor is to acknowledge receipt of Addendum below. Enter date and initial.

Addendum No.	Dated	Received By	Addendum No.	Dated	Received By
No. 1	11/16/15		No. 4	12/08/15	
No. 2	11/30/15		No. 5		
No. 3	12/04/15		No. 6		

- E. Completion Time:** It is understood and agreed that work embodied in this contract, together with the alterations thereto, if any, shall be substantially complete within 549 days, and complete with 610 days from the date of entering into the contract therefore.

- F. Commencement of Work:** Work shall start within 10 days of signing the Contract.

- G. Liquidated Damages:** The undersigned has read the liquidated damages clause in the Instructions to Bidders and agrees to its terms.

- H. Bond:** The undersigned agrees to furnish a Performance Bond and a Labor and Material Payment Bond as described in the Instructions to Bidders.

- I. Bid Package:** The bid package consists of the following forms:

1. Section 00 2113, "Instructions to Bidders". (for information only)
2. Section 00 4113, "Bid Form".
3. Section 00 4313, "Bid Security".
4. Section 00 4325, "Substitution Request Form" (optional).
5. Section 00 4333, "Proposed Products Form".
6. Section 00 4336, "Proposed Subcontractor's Form".
7. Section 00 4513, "Bidder's Qualifications".
8. Section 00 4515, "Ohio EPA/DEFA Government Requirements"
  - a. Contractor Equal Employment Opportunity (EEO) Certification
  - b. Certification Regarding Debarment, Suspension, and Other Responsibility Matters.
  - c. DBE Forms 1A and 1B
    - 1) To be submitted with bid package OR within 2 weeks of bid opening.
  - d. American Iron & Steel Sign-off Form.
9. Section 00 4519, "Non-Collusion Affidavit".
10. Section 00 4529, "Personal Property Tax Disclosure Affidavit".

**1.2 UNIT PRICE SCHEDULE**

**A. Notes to Bidders**

1. The price quoted shall include all items of labor, materials, tools, equipment, insurance and other costs necessary to fully complete the work pursuant to the CONTRACT DOCUMENTS. It is the intention of the Contract Documents to provide and require a completed work Project ready for operation. Any work items omitted from such Contract Documents which are clearly necessary for the completion of such work and its appurtenances shall be considered a part of such work although not directly specified or called for in the Contract Documents.

**REVISED & RE-ISSUED AS ATTACHMENT TO ADDENDUM NO. 4 DATED 12/08/15**

2. An increase or decrease in the quantity for any unit price item will not be regarded as a sufficient ground for an increase or decrease in the unit prices, nor in the time allowed for the completion of the work, except as provided for in the Contract.
3. The Owner reserves the right to accept or reject any or all of the following unit prices prior to the execution of the contract.
4. All extensions of the unit prices shown will be subject to verification by the Owner. In case of variation between the unit price and the extension, the unit price will be considered to be the bid.
5. All quantities are estimated except where the item is given as Lump Sum.

**ADD #1**

- ~~6. The contract shall be awarded on the basis of the total lowest responsive and responsible Base Bid.~~

REVISED & RE-ISSUED AS ATTACHMENT TO ADDENDUM NO. 4 DATED 12/08/15

ITEM NO.	DESCRIPTION	UNIT	QTY	LABOR	MATERIAL	SUM OF LABOR & MATERIAL	BID PRICE
1	Part A Plans – WRRF Facility Improvements	L.S.	1	4,270,000 <sup>00</sup>	7,000,000 <sup>00</sup>	11,270,000 <sup>00</sup>	11,270,000 <sup>00</sup>
<b>ADD #4 ALLOWANCES</b>							
2	Sludge Drying Bed Demolition	L.S.	1			\$10,000	\$10,000
3	Utilities Allowance	L.S.	1			\$180,000	\$180,000
4	Administration Building Furnishings Allowance	L.S.	1			\$25,000	\$25,000
5	Laboratory Equipment Allowance	L.S.	1			\$10,000	\$10,000
6	SCADA System Computer Equipment Allowance	L.S.	1			\$15,000	\$15,000
7	SCADA System Programing Allowance	L.S.	1			\$20,000	\$20,000
8	Materials Testing Allowance	L.S.	1			\$50,000	\$50,000

**TOTAL BASE BID**

Eleven Million Five Hundred Eighty Thousand Dollars  
(In words)

Dollars (\$11,580,000)  
(In figures)

NOTES: The Bid Price of each item is the sum of the labor and material unit price multiplied by the quantity. The Total Base Bid is the sum of all the individual item bids.

REVISED & RE-ISSUED AS ATTACHMENT TO ADDENDUM NO. 4 DATED 12/08/15

1.3 ALTERNATES

- A. Alternate No. 1— Provide add or deduct price to supply an alternative equipment manufacturer as specified in Division 46, Section "Oxidation Ditch Equipment".

ADD                      DEDUCT                      (CIRCLE ONE)  
TWENTY THOUSAND DOLLARS                      \$ 20,000<sup>00</sup>  
(Words)                      (Figures)

- B. Alternate No.2— Provide add or deduct price to supply an alternative equipment manufacturer as specified in Division 46, Section "Open-Channel Low-Pressure/High-Intensity Ultraviolet Treatment Equipment".

ADD                      DEDUCT                      (CIRCLE ONE)  
Forty THOUSAND DOLLARS                      \$ 40,000<sup>00</sup>  
(Words)                      (Figures)

1.4 RIGHTS RESERVED

ADD #2

- A. In submitting this Proposal, it is understood that the right is reserved by the Owner to reject any and all bids, or part of any bid, and it is agreed that the proposal may not be withdrawn for a period of ninety (90) days subsequent to the opening of bids, without the consent of the Owner.  
1. If bidder is a corporation, fill in these blanks.

Peterson Construction Company  
Name of Corporation

Ohio  
State in which incorporated

Signature of an officer authorized to make this agreement. If other than a President or Vice President a copy of the resolution giving authorization from The Board of Directors is required.

18817 SR 501 North

Wapakoneta, OH 45895  
Address of Corporate Headquarters  
(w/Zip Code)

(419) 941-2233  
Area Code, Telephone Number

[Signature]  
Signature of Officer

Donald J. Bergfeld, President

Officers Printed Name & Corporate Office

18817 SR 501 North

Wapakoneta, OH 45895

Business Address – Zip Code

( 419 941-2233

Area Code, Telephone Number

2. If bidder is a foreign corporation, fill in the following in addition to the above.

Statutory Agent

Address of Statutory Agent (w/Zip Code)

( )

Area Code, Telephone Number

3. If the bidder is a partnership, fill in the following blanks:

Name of Partnership

List Names of Each Partner

Signature of at least one partner

Member of Firm

Business Address (w/Zip Code)

( )

Area Code, Telephone Number

**REVISED & RE-ISSUED AS ATTACHMENT TO ADDENDUM NO. 4 DATED 12/08/15**

4. If the bidder is an individual, fill in the following blanks:

\_\_\_\_\_  
Signature of Individual

\_\_\_\_\_  
Business Address (w/Zip Code)

( ) \_\_\_\_\_  
Area Code, Telephone Number

**B. Substitution Sheet**

1. All base bids shall be based upon the materials and/or equipment specified.
2. Bidders desiring to make substitutions shall list such proposed substitutions below, together with the amount of money to be added to or deducted from the amount of their base bid.
3. Substitution, if any, must be submitted with this bid.
4. Complete specifications and descriptions of any items the bidder proposes to substitute shall be furnished with, and be attached to his bid.

Brand or Make Specified	Proposed Substitution	Add	Deduct
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**PART 2 PRODUCTS (NOT USED)**

**PART 3 EXECUTION (NOT USED)**

**END OF SECTION 00 4113**

**REVISED & RE-ISSUED AS ATTACHMENT TO ADDENDUM NO. 4 DATED 12/08/15**

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SECTION 00 4313

BID SECURITY

FORM OF BID GUARANTY AND CONTRACT BOND  
(As prescribed by Ohio Revised Code Section 153.571)

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

Peterson Construction Company, as Principal, at  
18817 S.R. 501 N., Wapakoneta, OH 45895-0558 (Address)

and Ohio Farmers Insurance Company as Surety, are hereby held and firmly bound unto the Village of Ashville, Ohio, as Obligee, in the penal sum of the dollar amount of the Bid submitted by the Principal to the Obligee on (date) December 11, 2015 to undertake the Project known as:

Project Name: Village of Ashville, OH Wastewater Treatment Plant Improvements 2015 (Part A)

The penal sum, referred to herein, shall be the dollar amount of the Principal's Bid to the Obligee, incorporating any additive alternate Bids made by the Principal on the date referred to above to the Obligee, which are accepted by the Obligee. In no case shall the penal sum exceed the amount of dollars (\$\_\_\_\_\_). (If the preceding line is left blank, the penal sum will be the full amount of the Principal's Bid, including add alternates. Alternatively, if completed, the amount stated shall 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 for the above referenced Project;

NOW, THEREFORE, if the Obligee accepts the Bid of the Principal, and the Principal fails to enter into a proper contract in accordance with the Contract bid, Plans, Specifications, details and bills of material; and in the event the Principal pays to the Obligee the difference, not to exceed ten percent of the penal sum hereof between the amount specified in the Bid and such larger amount for which the Obligee may in good faith contract with the Bidder determined by the Obligee to be the next lowest responsive and

responsible to perform the Work covered by the Bid; or in the event the Obligees does not award the Contract to such next lowest responsive and responsible Bidder and resubmits the Project for bidding, the Principal pays to the Obligees the difference not to exceed ten percent of the penal sum 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 null and void, otherwise to remain in full force and effect. If the Obligees accepts the Bid of the Principal, and the Principal, within 10 days after the awarding of the Contract, enters into a proper Contract and executes the Contract Form in accordance with the Contract Documents, including without limitation the Bid, Plans, Specifications, details, and bills of material, which said Contract is made a part of this Bond the same as though set forth herein; and

NOW ALSO, IF THE SAID Principal shall well and faithfully perform each and every condition of such Contract; and indemnify the Obligees against all damage suffered by failure to perform such Contract according to the provisions thereof and in accordance with the Contract Documents, including without limitation Plans, Specifications, details, and bills of material therefore; and shall pay all lawful claims of Subcontractors, Material Suppliers and laborers for labor performed and materials furnished in the carrying forward, performing or completing of said Contract; we, agreeing and assenting that this undertaking shall be for the benefit of any Subcontractor, Material Suppliers or laborer having a just claim, as well as for the Obligees 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, the Work thereunder or the Contract Documents, including without limitation the Plans and Specifications, therefore, shall in any way affect the obligations of said Surety on its bond, and it does hereby waive notice of any such modifications, omissions or additions in or to the terms of the Contract, the Work, or the Contract Documents, including without limitation the Plans and Specifications.

SIGNED AND SEALED this 11th day of December, 2015

**PRINCIPAL:**

Peterson Construction Company

By: *Donald J. Bergfeld*

Title: Donald J. Bergfeld, President

**SURETY:** Ohio Farmers Insurance Company

By: *Amy M. Perdue*

Amy M. Perdue Attorney-in-Fact

**SURETY INFORMATION:**

2000 Polaris Parkway

Street

Columbus, OH 43240

City

State

Zip

614-848-4787

Telephone Number

**SURETY AGENT'S INFORMATION:**

Overmyer Hall Associates

Agency Name

1600 W. Lane Avenue, Suite 200

Street

Columbus, OH 43221

City

State

Zip

614-453-4400

Telephone Number

END OF SECTION 00 4313

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 GREGORY R. OVERMYER, AMY M. PERDUE, NANCY SANTHO, JACK KEHL, STEPHANIE M. WHITE, JOINTLY OR SEVERALLY

of COLUMBUS 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 National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 17th day of APRIL, A.D. 2015.

Corporate Seals Affixed



WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

By: Dennis P. Baus, National Surety Leader and Senior Executive

State of Ohio County of Medina ss.:

On this 17th day of APRIL, A.D. 2015, before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and 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



David A. Kotnik, 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 11th day of December, A.D. 2015



Frank A. Carrino Secretary

**Financial  
Statement**

**Ohio Farmers Insurance Co.**

December 31, 2014

Westfield Center, Ohio 44251-5001

**OHIO FARMERS INSURANCE COMPANY**

**BALANCE SHEET**

**December 31, 2014**

(In thousands)

Cash, cash equivalents, and short term investments	47,970
Bonds	401,334
Stocks	1,829,192
Real estate	59,147
Agents' balances and uncollected premiums, net	118,519
Other admitted assets	<u>138,943</u>
Total admitted assets	2,595,105
Reserve for unearned premiums	159,988
Reserve for unpaid losses and loss expenses	282,227
Reserve for taxes and other liabilities	<u>250,460</u>
Total liabilities	892,655
Capital stock	0
Surplus	<u>1,902,450</u>
Total surplus	1,902,450
Total liabilities and surplus	<u>2,595,105</u>

State of Ohio

ss:

County of Medina

The undersigned, being duly sworn, says: That he is National Surety Leader - Surety Operations of Ohio Farmers Insurance Company, Westfield Center, Ohio; that said Company is a corporation duly organized, existing and engaged in business as a Surety Company by virtue of the Laws of the State of Ohio and authorized to do business in the State of Ohio..... and has duly complied with all the requirements of the laws of said State applicable to said Company and is duly qualified to act as Surety under such laws; that said Company has also complied with and is duly qualified to act as Surety under the Act of Congress approved July 1947, 6 U.S.C. sec. 6-13; and that to the best of his knowledge and belief the above statement is a full, true, and correct statement of the financial condition of the said Company on the 31st day of December, 2014.

Attest:

*Frank Carrino*

Frank A. Carrino  
Group Legal Leader, Secretary

*Dennis P. Baus*

Dennis P. Baus  
National Surety Leader  
Surety Operations

Sworn to before me this 11<sup>th</sup> day of February A.D. 2015.

My Commission Does Not Expire  
Sec. 147.03 Ohio Revised Code

*David A. Komik*

David A. Komik  
Attorney at Law  
Notary Public State of Ohio



Office of Risk Assessment  
50 West Town Street  
Third Floor - Suite 300  
Columbus, Ohio 43215  
(614)644-2858  
Fax(614)644-3256  
www.insurance.ohio.gov

Ohio Department of Insurance

John R. Kasich - Governor

Mary Taylor - Lt. Governor/Director

**Certificate of Compliance**



Issued 06/04/2015

Effective 07/01/2015

Expires 06/30/2016

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

**OHIO FARMERS INSURANCE COMPANY**

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

Aircraft

Allied Lines

Boiler & Machinery

Burglary & Theft

Collectively Renewable A & H

Commercial Auto - Liability

Commercial Auto - No Fault

Commercial Auto - Physical Damage

Credit Accident & Health

Earthquake

Fidelity

Financial Guaranty

Fire

Glass

Group Accident & Health

Guaranteed Renewable A & H

Inland Marine

Medical Malpractice

Multiple Peril - Commercial

Multiple Peril - Farmowners

Multiple Peril - Homeowners

Noncancellable A & H

Nonrenew- Stated Reasons (A&H)

Ocean Marine

Other Accident only

Other Liability

Private Passenger Auto - Liability

Private Passenger Auto - No Fault

Private Passenger Auto - Physical Damage

Surety

Workers Compensation

**OHIO FARMERS INSURANCE COMPANY** certified in its annual statement to this Department as of December 31, 2014 that it has admitted assets in the amount of \$2,595,105,375, liabilities in the amount of \$692,655,841, and surplus of at least \$1,902,449,534.

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



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**SECTION 00 4333**

**PROPOSED PRODUCTS FORM**

**PART 1 GENERAL**

**1.1 GENERAL**

- A. Bidder must complete the attached proposed products form for the listed items.**
- B. Print the Manufacturer/Supplier that bidder is proposing.**
  - 1. All shaded cells are required to be completed.**
  - 2. All non-shaded cells are optional to complete. These cells may be completed if the Bidder plans to provide different Manufacturers/Suppliers depending on the method of contract award.**
- C. If the manufacturer/supplier for an item is not printed, the first manufacturer/supplier listed will be the declared manufacturer.**
- D. See the Instructions to Bidders for additional information.**

**PART 2 PRODUCTS (NOT USED)**

**PART 3 EXECUTION (NOT USED)**

**END OF SECTION 00 4333**

**REVISED & RE-ISSUED AS ATTACHMENT TO ADDENDUM NO. 2 DATED 11/30/15**

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PROPOSED PRODUCTS FORM				
Specification Section	Method of Contract Award:			
	Base Bid (No Alternates)	Alternate No. 1	Alternate No. 2	Alternate Nos. 1 and 2
Division 09, Section "High Performance Coatings". Carboline Company. Sherwin Williams, Protective & Marine Coatings. Tnemec Inc.	SHERWIN WILLIAMS			
Division 40, Section "Chemical Properties Measurement". Hech Company. YSI Incorporated.	YSI INC			
Division 43, Section "Rotary Blower Package". Aerzen USA Corporation. Robuschi USA Inc.	AERZEN			
Division 43, Section "Submersible Nonclog Pumps". KSB Inc. Wilo USA LLC. Flygt USA. Suzler LTD (ABS).	KSB INC			
Division 44, Section "Rotary Presses". Fournier Industries, Inc. Prime Solution Inc.	FOURNIER			
Division 46, Sections "Perforated Plate Screens" and "Screenings Washing and Compacting Equipment". Huber Technology Inc. Andritz Inc. John Meunier Inc. Kusters Water.	KUSTERS WATER			
Division 46, Sections "Vortex Grit Removal Equipment" and "Grit Classifying and Washing Equipment". Smith & Loveless Inc. DIVID USA, LLC. Kusters Water. John Meunier Inc. Envirodys Systems Inc.	KUSTERS WATER			
Division 46, Section "Polymer Blending and Feed Equipment". Prominent Fluid Controls, Inc. Lutz-Jesco America LJ-Polyblend Series UGSI Chemical Feed, Inc.	Prominent			
Division 46, Section "Submersible Mixers." KSB Inc. Wilo USA LLC. Flygt USA. Suzler LTD (ABS).	KSB INC			
Division 46, Section "Peripheral-Feed Peripheral-Overflow Spiral Scraper Circular Clarifiers." Evoqua Water Technologies, LLC. Envirodys Systems Inc.	EVOQUA			
Division 46, Section "Flexible Membrane Tube Diffusers". Environmental Dynamics International (EDI). Stamford Scientific International (SSI) Incorporated.	SSI			
Division 46, Section "Oxidation Ditch Equipment". Base Bid: Evoqua Water Technologies, LLC (Disc Type System). Alternate No. 1: Envirodys Systems Inc. (Disc Type System). Envirodys Systems Inc. (Blade Type System). Lakeside Equipment Corporation (Blade Type System).	EVOQUA	Envirodys DISC	Evoqua	
Division 46, Section "Open-Channel Low-Pressure/High-Intensity Ultraviolet Treatment Equipment". Base Bid: Ozonia North America, LLC. Alternate No. 2: Glasco Ultraviolet.	OZONIA	OZONIA	GLASCO	

**ISSUED AS ATTACHMENT TO ADDENDUM NO. 2 DATED 11/30/15**

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SECTION 00 4336

PROPOSED SUBCONTRACTORS FORM

PART 1 GENERAL

- A. List the subcontractors that the Bidder is proposing. As a minimum, indicate electrical subcontractor and, if applicable, directional drilling subcontractor.

LIST OF PROPOSED SUBCONTRACTORS

Subcontractor Name and Address		Service to Be Provided
Amelcon Columbus, Ohio		Electrical

END OF SECTION 00 4336

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SECTION 00 4513

BIDDER'S QUALIFICATIONS

At the time of bid, the bidder is required to provide detailed information on the form herein (or referenced and attached hereto) as evidence of the bidder's responsibility, experience, skill, and financial capacity to complete this contract in the time allotted. This information will be used by the owner to determine if the proposal is the lowest responsible and responsive bid. The Owner may make related investigations to determine the ability of the bidder to perform the work. The bidder shall furnish to the Owner or its representative, in a timely manner, all such information and data as the Owner may request for this purpose, which may include a financial statement.

1. General Information

Name: Peterson Construction Company  
Address: 18817 SR 501 North, Wapakoneta, OH 45895

Names, Titles, and Years of Experience of Company Officers and Key Supervisory Personnel:  
See Exhibit #5

Address for Administration of this Contract: Peterson Construction Company  
18817 SR 501 North  
Wapakoneta, OH 45895

Years in Business as a Contractor: 66 years  
Former Names of the Organization: \_\_\_\_\_

Certification of legal qualifications to do business at the project site.

Bank References: Chase Banks  
Mark Honigford  
121 W. High St., Lima, OH 45801

Surety for this Project: \_\_\_\_\_  
Name of Bonding Company: Ohio Farmer's Insurance Co., Westfield Group  
Name and Address of Agent: Overmyer Hall Associates Jack Kehl  
2000 W. Hernderson Rd  
Columbus, OH 43220

## **EXPERIENCE OF PRINCIPALS**

### **DONALD J. BERGFELD – PRESIDENT**

BS Degree in Civil Engineering from University of Cincinnati. He has thirty two (32) years of experience in Estimating, Construction and Management. He began as Field Engineer progressing to Coordinator, Estimating, Project Management and Operations Management. Joined Peterson Construction Company staff in December 1984 and elected Vice President of Operations in October 1993. Appointed President, January 2001.

### **DOUGLAS J. CRUSEY – VICE PRESIDENT OF OPERATIONS**

Graduate of the University of Dayton, with a Bachelors Degree in Civil Engineering, cum laude. Registered Professional Engineer in the State of Ohio. He joined the staff of Peterson Construction Company in 1985 as a Field Engineer, and has proceeded through various positions of Coordination, Engineering, Management and Estimating. He was elected Vice President of Estimating in October of 1993, where he concentrated his efforts in the Marketing, Estimating, and Purchasing of projects. Appointed Vice President of Operations, January 2001.

### **WILLIAM E. BLATTERMAN – CONTROLLER**

Graduate of Bowling Green State University, with a Bachelors Degree in Business; Major: Finance. Graduate of Wright State University, with a Bachelors Degree in Business; Major: Accountancy. Graduated March 2002 from Wright State University with MBA. Registered CPA in the State of Ohio. Twenty three (23) years of construction accounting experience.

Major equipment owned and available to be used on this Project: Cranes, Trackhoes, Forms, Bobcats, Skytracks, Scaffolding, Etc.

Major equipment to be rented for use on this Project: N/A

2. Provide the following information for similar projects completed within the last 5 years, within a 500-mile radius of the project site (add sheets if necessary). A similar project shall be defined only as including a wastewater treatment plant with similar size and complexity.

See Exhibit #4

A. Owner: \_\_\_\_\_ Contact Person and Phone No.: \_\_\_\_\_  
\_\_\_\_\_  
Project: \_\_\_\_\_ Original Contract Amount: \_\_\_\_\_  
\_\_\_\_\_  
Original Completion Date: \_\_\_\_\_ Final Contract Amount: \_\_\_\_\_  
\_\_\_\_\_  
Final Completion Date: \_\_\_\_\_

B. Owner: \_\_\_\_\_ Contact Person and Phone No.: \_\_\_\_\_  
\_\_\_\_\_  
Project: \_\_\_\_\_ Original Contract Amount: \_\_\_\_\_  
\_\_\_\_\_  
Original Completion Date: \_\_\_\_\_ Final Contract Amount: \_\_\_\_\_  
\_\_\_\_\_  
Final Completion Date: \_\_\_\_\_

EXHIBIT #4

**WATER & WASTEWATER TREATMENT PLANTS COMPLETED**

(All using approximately 60% of our own forces)

PROJECT: WAPAKONETA WWTP PHASE 1  
Wapakoneta, OH  
OWNER: City of Wapakoneta, Ohio  
ENGINEER: CH2M Hill  
CONTRACT AMOUNT: \$6,469,840  
Scheduled Completion: June, 2015

PROJECT: SWANTON WWTP IMPROVEMENTS CHEMICAL  
PHOSPHORUS REMOVAL UPGRADE 2014  
Swanton, OH  
OWNER: Village of Swanton, Ohio  
ENGINEER: Jones & Henry Engineers  
CONTRACT AMOUNT: \$524,342  
DATE COMPLETED: June, 2015

PROJECT: RAYMOND WWTP  
Raymond, OH  
OWNER: Union County Commissioners  
ENGINEER: URS Corp.  
CONTRACT AMOUNT: \$2,217,377  
DATE COMPLETED: June, 2015

PROJECT: ARCHBOLD WWTP GRIT  
Archbold, OH  
OWNER: Village of Archbold, Ohio  
ENGINEER: Archbold Engineering Dept.  
CONTRACT AMOUNT: \$327,000  
DATE COMPLETED: April, 2015

PROJECT: MEDWAY WWTP UPGRADE  
Medway, OH  
OWNER: Board of Clark County Commissioners  
ENGINEER: O'Brien & Gere Engineers, Inc.  
CONTRACT AMOUNT: \$6,655,053  
DATE COMPLETED: March, 2015

**PROJECT:** DELTA WWTP IMPROVEMENTS  
Delta, OH  
**OWNER:** Village of Delta, Ohio  
**ENGINEER:** Poggemeyer Design Group, Inc.  
**CONTRACT AMOUNT:** \$2,652,776  
**DATE COMPLETED:** March, 2015

**PROJECT:** OREGON WWTP  
Oregon, OH  
**OWNER:** City of Oregon, Ohio  
**ENGINEER:** Jones & Henry Engineers, Ltd.  
**CONTRACT AMOUNT:** \$6,777,875  
**DATE COMPLETED:** March, 2015

**PROJECT:** LIMA SANITARY LIFT STATION IMPROVEMENTS  
Lima, OH  
**OWNER:** City of Lima, Ohio Utilities Department  
**ENGINEER:** URS Corp  
**CONTRACT AMOUNT:** \$3,519,302  
**DATE COMPLETED:** February, 2015

**PROJECT:** COLLINS PARK WTP ALUM STORAGE  
Toledo, OH  
**OWNER:** City of Toledo, Ohio  
**ENGINEER:** Jones & Henry Engineers Ltd.  
**CONTRACT AMOUNT:** \$307,638  
**DATE COMPLETED:** July, 2014

**PROJECT:** FOSTORIA WWTP RAS/WAS PUMP REPLACEMENT  
Fostoria, OH  
**OWNER:** City of Fostoria, Ohio  
**ENGINEER:** Crawford Murphy & Tilly Inc.  
**CONTRACT AMOUNT:** \$255,573  
**DATE COMPLETED:** July, 2014

**PROJECT:** ST. JOHNS ROAD BOOSTER STATION  
Lima, OH  
**OWNER:** City of Lima, Ohio  
**ENGINEER:** URS Corp  
**CONTRACT AMOUNT:** \$461,675  
**DATE COMPLETED:** June, 2014

**PROJECT:** FOSTORIA WWTP  
Fostoria, OH  
**OWNER:** City of Fostoria, Ohio  
**ENGINEER:** Crawford Murphy & Tilly Inc.  
**CONTRACT AMOUNT:** \$3,791,862  
**DATE COMPLETED:** May, 2014

**PROJECT:** 2013 DAYTON FLOOD CONTROL  
Dayton, OH  
**OWNER:** City of Dayton, Ohio  
**ENGINEER:** City of Dayton Dept. of Public Works  
**CONTRACT AMOUNT:** \$492,800  
**DATE COMPLETED:** May, 2014

**PROJECT:** FINDLAY WTP SITE PIPING  
Findlay, OH  
**OWNER:** City of Findlay, Ohio  
**ENGINEER:** HDR  
**CONTRACT AMOUNT:** \$422,730  
**DATE COMPLETED:** February, 2014

**PROJECT:** LIMA BAXTER STREET PUMP STATION  
Lima, OH  
**OWNER:** City of Lima, Ohio  
**ENGINEER:** Jones & Henry Engineers, Ltd.  
**CONTRACT AMOUNT:** \$1,125,278  
**DATE COMPLETED:** February, 2014

**PROJECT:** DANNON WWTP  
Minster, OH  
**OWNER:** The Dannon Company, Inc.  
**ENGINEER:** Jones & Henry Engineers, Ltd.  
**CONTRACT AMOUNT:** \$6,852,517  
**DATE COMPLETED:** February, 2014

**PROJECT:** Mt. Sterling WWTP  
Mt. Sterling, OH  
**OWNER:** Village of Mount Sterling, OH  
**ENGINEER:** M – E Companies, Inc.  
**CONTRACT AMOUNT:** \$4,972,619  
**DATE COMPLETED:** February, 2014

**PROJECT:** BENJAMIN DRIVE LIFT STATION  
Springfield, OH  
**OWNER:** City of Springfield, Ohio  
**ENGINEER:** City of Springfield Engineering Department  
**CONTRACT AMOUNT:** \$647,373  
**DATE COMPLETED:** February, 2014

**PROJECT:** MARION WTP CHLORINE CONVERSION  
Marion, OH  
**OWNER:** Aqua Ohio Inc.  
**ENGINEER:** Aqua, Ohio  
**CONTRACT AMOUNT:** \$314,551  
**DATE COMPLETED:** December, 2013

**PROJECT:** CARDINGTON WWTP  
Cardington, OH  
**OWNER:** Village of Cardington, Ohio  
**ENGINEER:** Poggemeyer Design Group, Inc.  
**CONTRACT AMOUNT:** \$2,610,431  
**DATE COMPLETED:** November, 2013

**PROJECT:** MARION WTP FILTER PIPING  
Marion, OH  
**OWNER:** Aqua Ohio Inc.  
**ENGINEER:** CDM Smith Inc.  
**CONTRACT AMOUNT:** \$229,847  
**DATE COMPLETED:** November, 2013

**PROJECT:** ARCHBOLD WTP ANION EXCHANGE PROCESS ADDITION  
Archbold, OH  
**OWNER:** Village of Archbold, Ohio  
**ENGINEER:** URS Corporation  
**CONTRACT AMOUNT:** \$2,172,898  
**DATE COMPLETED:** October, 2013

**PROJECT:** PAULDING WTP  
Paulding, OH  
**OWNER:** Village of Paulding, Ohio  
**ENGINEER:** URS Corporation  
**CONTRACT AMOUNT:** \$9,961,960  
**DATE COMPLETED:** August, 2013

**PROJECT:** DAYTON FLOOD CONTROL  
Dayton, OH  
**OWNER:** City of Dayton, Ohio  
**ENGINEER:** City of Dayton, Dept. of Public Works  
**CONTRACT AMOUNT:** \$752,400  
**DATE COMPLETED:** August, 2013

**PROJECT:** LIMA WTP CONTRACT 53  
Lima, OH  
**OWNER:** City of Lima, Ohio  
**ENGINEER:** Jones & Henry Engineers, Ltd.  
**CONTRACT AMOUNT:** \$708,526  
**DATE COMPLETED:** July, 2013

**PROJECT:** PORTLAND WWTP DIGESTER & TERTIARY SYSTEM IMPMTS  
Portland, IN  
**OWNER:** City of Portland, IN  
**ENGINEER:** Jones & Henry Engineers Ltd.  
**CONTRACT AMOUNT:** \$1,848,919  
**DATE COMPLETED:** June, 2013

**PROJECT:** SABINA WWTP IMPROVEMENTS  
Sabina, OH  
**OWNER:** Village of Sabina, OH  
**ENGINEER:** URS Corporation  
**CONTRACT AMOUNT:** \$2,319,727  
**DATE COMPLETED:** May, 2013

**PROJECT:** DAYTON WTP FILTER BASIN  
Dayton, OH  
**OWNER:** City of Dayton, Ohio  
**ENGINEER:** City of Dayton, Dept. of Public Works  
**CONTRACT AMOUNT:** \$1,245,000  
**DATE COMPLETEE:** May, 2013

**PROJECT:** WEST CARROLLTON WTP CLEARWELL  
West Carrollton, OH  
**OWNER:** City of West Carrollton, Ohio  
**ENGINEER:** Arcadis U.S.  
**CONTRACT AMOUNT:** \$1,182,584  
**DATE COMPLETED:** May, 2013

**PROJECT:** BURKHARDT RESERVOIR BY-PASS PUMPING STATION  
Dayton, OH  
**OWNER:** City of Dayton, Ohio  
**ENGINEER:** City of Dayton, Dept. of Public Works  
**CONTRACT AMOUNT:** \$595,100  
**DATE COMPLETED:** May, 2013

**PROJECT:** LEIPSIC WWTP IMPROVEMENTS  
Leipsic, OH  
**OWNER:** Village of Leipsic, Ohio  
**ENGINEER:** Poggemeyer Design Group, Inc.  
**CONTRACT AMOUNT:** \$4,084,693  
**DATE COMPLETED:** April, 2013

**PROJECT:** BRESLER RESERVOIR PUMPING STATION IMPROVEMENTS  
Lima, OH  
**OWNER:** City of Lima, Ohio  
**ENGINEER:** Arcadis U.S., Inc.  
**CONTRACT AMOUNT:** \$1,908,410  
**DATE COMPLETED:** January, 2013

**PROJECT:** GREENFIELD WWTP IMPROVEMENTS  
Greenfield, OH  
**OWNER:** Village of Greenfield, Ohio  
**ENGINEER:** Woolpert, Inc.  
**CONTRACT AMOUNT:** \$2,395,854  
**DATE COMPLETE:** October, 2012

**PROJECT:** LaRue WTP  
LaRue, OH  
**OWNER:** Village of LaRue, Ohio  
**ENGINEER:** URS Corporation  
**CONTRACT AMOUNT:** \$1,786,355  
**DATE COMPLETEE:** October, 2012

**PROJECT:** DUBLIN POST ROAD BOOSTER  
Dublin, OH  
**OWNER:** City of Dublin, Ohio  
**ENGINEER:** URS Corporation  
**CONTRACT AMOUNT:** \$405,410  
**DATE COMPLETED:** September, 2012

**PROJECT:** MINSTER WWTP IMPROVEMENTS  
Minster, OH  
**OWNER:** Village of Minster  
**ENGINEER:** Camp Dresser McKee, Inc.  
**CONTRACT AMOUNT:** \$7,603,162  
**DATE COMPLETED:** September, 2012

**PROJECT:** SPRINGFIELD WTP  
Springfield, OH  
**OWNER:** City of Springfield, Ohio  
**ENGINEER:** Dmytryka Jacobs Engineers  
**CONTRACT AMOUNT:** \$1,135,000  
**DATE COMPLETED:** September, 2012

**PROJECT:** Lima WTP GAC  
Lima, OH  
**OWNER:** City of Lima, OH  
**ENGINEER:** Montgomery, Watson, Harza Engineers  
**CONTRACT AMOUNT:** \$13,957,000  
**DATE COMPLETED:** July, 2012

**PROJECT:** PAULDING WWTP LAGOON  
Paulding, OH  
**OWNER:** Village of Paulding, Ohio  
**ENGINEER:** Jones & Henry Engineers, Ltd.  
**CONTRACT AMOUNT:** \$423,606  
**DATE COMPLETED:** July, 2012

**PROJECT:** COLUMBUS GROVE WWTP PHASE 2  
Columbus Grove, OH  
**OWNER:** Village of Columbus Grove, Ohio  
**ENGINEER:** Poggemeyer Design Group, Inc.  
**CONTRACT AMOUNT:** \$1,320,670  
**DATE COMPLETED:** July, 2012

**PROJECT:** NEW CARLISLE WWTP IMPROVEMENTS  
New Carlisle, OH  
**OWNER:** City of New Carlisle, Ohio  
**ENGINEER:** Burgess & Nipple  
**CONTRACT AMOUNT:** \$876,485  
**DATE COMPLETED:** July, 2012

**PROJECT:** FINDLAY WTP SOLIDS CONTRACT CLARIFIER #2  
Findlay, OH  
**OWNER:** City of Findlay Engineering Dept.  
**ENGINEER:** URS Corporation  
**CONTRACT AMOUNT:** \$833,600  
**DATE COMPLETED:** May, 2012

**PROJECT:** EAST BROADWAY PUMP STATION  
Northwood, OH  
**OWNER:** Northwestern Water & Sewer District  
**ENGINEER:** Poggemeyer Design Group, Inc.  
**CONTRACT AMOUNT:** \$405,410  
**DATE COMPLETED:** April, 2012

**PROJECT:** DAYTON WWTP ODOR CONTROL  
Dayton, OH  
**OWNER:** City of Dayton, OH  
**ENGINEER:** Webster Environmental Associates, Inc.  
**CONTRACT AMOUNT:** \$2,747,042  
**DATE COMPLETED:** February, 2012

**PROJECT:** COLUMBUS GROVE WWTP PHASE I  
Columbus Grove, OH  
**OWNER:** Village of Columbus Grove, OH  
**ENGINEER:** Poggemeyer Design Group  
**CONTRACT AMOUNT:** \$531,265  
**DATE COMPLETED:** February, 2012

**PROJECT:** LAKEVIEW WTP IMPROVEMENTS  
Lakeview, OH  
**OWNER:** Village of Lakeview, OH  
**ENGINEER:** Floyd Browne Group  
**CONTRACT AMOUNT:** \$2,157,311  
**DATE COMPLETED:** December, 2011

**PROJECT:** FREMONT RAW WATER PUMP STATION  
Fremont, OH  
**OWNER:** City of Fremont, Ohio  
**ENGINEER:** Arcadis U.S., Inc.  
**CONTRACT AMOUNT:** \$3,937,105  
**DATE COMPLETED:** October, 2011

**PROJECT:** MECHANICSBURG WWTP LIFT STATION  
Mechanicsburg, OH  
**OWNER:** Village of Mechanicsburg, Ohio  
**ENGINEER:** Stantec Consulting Services, Inc.  
**CONTRACT AMOUNT:** \$470,000  
**DATE COMPLETED:** October, 2011

**PROJECT:** OHIO CITY WWTP  
Ohio City, OH  
**OWNER:** City of Ohio City, Ohio  
**ENGINEER:** Jones and Henry Engineers Ltd.  
**CONTRACT AMOUNT:** \$2,599,626  
**DATE COMPLETED:** September, 2011

**PROJECT:** DAYTON WWTP EFFLUENT IMPROVEMENTS  
Dayton, OH  
**OWNER:** City of Dayton, OH  
**ENGINEER:** City of Dayton Engineering Department  
**CONTRACT AMOUNT:** \$301,800  
**DATE COMPLETED:** August, 2011

**PROJECT:** OTTAWA WWTP UV  
Ottawa, OH  
**OWNER:** Village of Ottawa, OH  
**ARCHITECT:** Poggemeyer Design Group  
**CONTRACT AMOUNT:** \$360,672  
**DATE COMPLETED:** August, 2011

**PROJECT:** LIMA WWTP  
Lima, OH  
**OWNER:** City of Lima, Ohio  
**ENGINEERS:** Jones & Henry Engineers Ltd.  
**CONTRACT AMOUNT:** \$9,692,000  
**DATE COMPLETED:** April, 2011

**PROJECT:** FINDLAY WTP MEDIA REPAIR  
Findlay, OH  
**OWNER:** City of Findlay, Ohio  
**ENGINEER:** City of Findlay Engineering Department  
**CONTRACT AMOUNT:** \$300,729  
**DATE COMPLETED:** March, 2011

**PROJECT:** SWANTON WWTP IMPROVEMENTS  
Swanton, OH  
**OWNER:** Village of Swanton, Ohio  
**ARCHITECT:** Jones & Henry Engineers Ltd.  
**CONTRACT AMOUNT:** \$2,243,888  
**DATE COMPLETED:** January, 2011

**PROJECT:** CAMPBELL SOUP WWTP  
Napoleon, OH  
**OWNER:** Campbell Soup Company  
**ENGINEER:** Poggemeyer Design Group  
**CONTRACT AMOUNT:** \$2,833,609  
**DATE COMPLETED:** December, 2010

**PROJECT:** TRI-CITIES WWTP PUMP STATION IMPROVEMENTS  
Dayton, OH  
**OWNER:** Tri-Cities Wastewater Authority  
**ARCHITECT:** ATS Engineering Inc.  
**CONTRACT AMOUNT:** \$3,677,021  
**DATE COMPLETED:** December, 2010

**PROJECT:** VERSAILLES WWTP EXPANSION & UPGRADE  
Versailles, OH  
**OWNER:** City of Versailles, OH  
**ARCHITECT:** CH2M Hill  
**CONTRACT AMOUNT:** \$6,963,679  
**DATE COMPLETED:** December, 2010

**PROJECT:** RUSSELLS POINT WTP GAC  
Russells Point, OH  
**OWNER:** Village of Russells Point, Ohio  
**ENGINEER:** CTI Engineers, Inc.  
**CONTRACT AMOUNT:** \$1,388,084  
**DATE COMPLETED:** October, 2010

**PROJECT:** CRIDERSVILLE WWTP  
Cridersville, OH  
**OWNER:** Village of Cridersville, Ohio  
**ENGINEER:** Floyd Brown Group  
**CONTRACT AMOUNT:** \$1,526,783  
**DATE COMPLETE:** October, 2010

**PROJECT:** LIMA RAW WATER PUMP STATION  
Lima, OH  
**OWNER:** City of Lima, Ohio  
**ARCHITECT:** Arcadis US, Inc.  
**CONTRACT AMOUNT:** \$5,229,632  
**DATE COMPLETED:** October, 2010

**PROJECT:** DELPHOS WWTP BLOWER REPLACEMENT  
Delphos, OH  
**OWNER:** City of Delphos, Ohio  
**ARCHITECT:** CT Consultants  
**CONTRACT AMOUNT:** \$836,410  
**DATE COMPLETED:** August, 2010

**PROJECT:** BOWLING GREEN WWTP IMPROVEMENTS  
Bowling Green, OH  
**OWNER:** City of Bowling Green, Ohio  
**ARCHITECT:** Poggemeyer Design Group, Inc.  
**CONTRACT AMOUNT:** \$1,047,000  
**DATE COMPLETED:** June, 2010

**PROJECT:** INDIAN LAKE WWTP  
Russells Point, OH  
**OWNER:** Lucas County Commissioners  
**ENGINEER:** Floyd Browne Group  
**CONTRACT AMOUNT:** \$8,276,812  
**DATE COMPLETED:** January, 2010

**PROJECT:** INDIAN LAKE SLOUGH PUMP STATION UPGRADE  
Lakeview, OH  
**OWNER:** Logan County Water Pollution Control  
**ENGINEER:** Floyd Browne Group  
**CONTRACT AMOUNT:** \$852,389  
**DATE COMPLETED:** January, 2010

**PROJECT:** COLUMBUS ZOO WTP  
Powell, OH  
**OWNER:** Columbus Zoological Park Association  
**ENGINEER:** W.E. Stilson Consulting Group  
**CONTRACT AMOUNT:** \$1,437,385  
**DATE COMPLETED:** December, 2009

C. Owner: \_\_\_\_\_ Contact Person and Phone No.: \_\_\_\_\_  
 \_\_\_\_\_  
 Project: \_\_\_\_\_ Original Contract Amount: \_\_\_\_\_  
 \_\_\_\_\_  
 Original Completion Date: \_\_\_\_\_ Final Contract Amount: \_\_\_\_\_  
 \_\_\_\_\_  
 Final Completion Date: \_\_\_\_\_

D. Owner: \_\_\_\_\_ Contact Person and Phone No.: \_\_\_\_\_  
 \_\_\_\_\_  
 Project: \_\_\_\_\_ Original Contract Amount: \_\_\_\_\_  
 \_\_\_\_\_  
 Original Completion Date: \_\_\_\_\_ Final Contract Amount: \_\_\_\_\_  
 \_\_\_\_\_  
 Final Completion Date: \_\_\_\_\_

E. Additional Sheets

3. Provide the following information for similar projects within a 500-mile radius of the project site that are currently under construction (add sheets if necessary). A similar project shall be defined only as including a wastewater treatment plant with similar size and complexity:  
 See Exhibit #3

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

A. Owner: \_\_\_\_\_ Contact Person and Phone No.: \_\_\_\_\_  
 \_\_\_\_\_  
 Project: \_\_\_\_\_ Original Contract Amount: \_\_\_\_\_  
 \_\_\_\_\_  
 Original Completion Date: \_\_\_\_\_ Final Contract Amount: \_\_\_\_\_  
 \_\_\_\_\_  
 Final Completion Date: \_\_\_\_\_

B. Owner: \_\_\_\_\_ Contact Person and Phone No.: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Project: \_\_\_\_\_ Original Contract Amount: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Original Completion Date: \_\_\_\_\_ Final Contract Amount: \_\_\_\_\_  
\_\_\_\_\_  
Final Completion Date: \_\_\_\_\_

C. Owner: \_\_\_\_\_ Contact Person and Phone No.: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Project: \_\_\_\_\_ Original Contract Amount: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Original Completion Date: \_\_\_\_\_ Final Contract Amount: \_\_\_\_\_  
\_\_\_\_\_  
Final Completion Date: \_\_\_\_\_

D. Owner: \_\_\_\_\_ Contact Person and Phone No.: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Project: \_\_\_\_\_ Original Contract Amount: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Original Completion Date: \_\_\_\_\_ Final Contract Amount: \_\_\_\_\_  
\_\_\_\_\_  
Final Completion Date: \_\_\_\_\_

E. Additional Sheets

END OF SECTION 00 4513

**PROJECTS IN PROGRESS**

(All Using Approximately 60% of Our Own Forces)  
(As of 10/30/15)

**PROJECT:**                   **BETHEL HIGH SCHOOL**  
Tipp City, OH  
**OWNER:**                   Bethel Local School District  
**CONTRACT AMOUNT:**   \$7,316,700  
**% COMPLETE:**           0%  
**Scheduled Completion:** June 2017

**PROJECT:**                   **MINSTER WWTP SOLIDS HANDLING**  
Minster, OH  
**OWNER:**                   Village of Minster  
**CONTRACT AMOUNT:**   \$1,580,000  
**% COMPLETE:**           0%  
**Scheduled Completion:** July 2016

**PROJECT:**                   **FAIRBORN NW PUMP STATION**  
Huber Heights, OH  
**OWNER:**                   City of Fairborn  
**CONTRACT AMOUNT:**   \$3,263,000  
**% COMPLETE:**           0%  
**Scheduled Completion:** December 2016

**PROJECT:**                   **SIDNEY WELL FIELD**  
Sidney, OH  
**OWNER:**                   City of Sidney  
**CONTRACT AMOUNT:**   \$7,535,000  
**% COMPLETE:**           4%  
**Scheduled Completion:** September 2017

**PROJECT:**                   **DELPHOS WWTP MBR MODIFICATIONS**  
Delphos, OH  
**OWNER:**                   City of Delphos  
**CONTRACT AMOUNT:**   \$810,500  
**% COMPLETE:**           52%  
**Scheduled Completion:** December 2016

**PROJECT:** HUSKY UF PIER REPAIR  
Lima, OH  
**OWNER:** Lima Refining Company  
**CONTRACT AMOUNT:** \$1,251,800  
**% COMPLETE:** 34%  
**Scheduled Completion:** May 2016

**PROJECT:** P&G OPTIMUS  
Lima, OH  
**OWNER:** Proctor & Gamble  
**CONTRACT AMOUNT:** \$412,417  
**% COMPLETE:** 66%  
**Scheduled Completion:** December 2015

**PROJECT:** WINTZER BUILDING ADDITION  
Wapakoneta, OH  
**OWNER:** G.A. Wintzer & Son  
**CONTRACT AMOUNT:** \$1,390,610  
**% COMPLETE:** 57%  
**Scheduled Completion:** November 2015

**PROJECT:** LIMA WWTP HEADWORKS  
Lima, OH  
**OWNER:** City of Lima  
**CONTRACT AMOUNT:** \$27,548,693  
**% COMPLETE:** 16%  
**Scheduled Completion:** December 2017

**PROJECT:** PERRY SCHOOL CMR  
Lima, OH  
**OWNER:** Perry Local School District  
**ARCHITECT:** Fanning & Howey Associates, Inc  
**CONTRACT AMOUNT:** \$13,058,549  
**% COMPLETE:** 36%  
**Scheduled Completion:** November 2016

**PROJECT:** LIMA MEMORIAL LINEAR ACCELERATOR  
Lima, OH  
**OWNER:** Lima Memorial Health System  
**ARCHITECT:** Shremshock Architects & Engineers  
**CONTRACT AMOUNT:** \$1,437,735  
**% COMPLETE:** 98%  
**Scheduled Completion:** October 2015

**PROJECT:** WAUSEON SP REPLACEMENT  
Wauseon, OH  
**OWNER:** City of Wauseon, OH  
**ARCHITECT:** Arcadis US, Inc.  
**CONTRACT AMOUNT:** \$281,000  
**% COMPLETE:** 0%  
**Scheduled Completion:** December 2015

**PROJECT:** COVINGTON NEW PK-8 SCHOOL  
Covington, OH  
**OWNER:** Covington Exempted Village School District  
**ARCHITECT:** Fanning & Howey Associates, Inc  
**CONTRACT AMOUNT:** \$16,060,408  
**% COMPLETE:** 50%  
**Scheduled Completion:** August 2016

**PROJECT:** WEST JEFFERSON WWTP  
West Jefferson, OH  
**OWNER:** Village of West Jefferson  
**ENGINEER:** URS, CORP  
**CONTRACT AMOUNT:** \$5,825,828  
**% COMPLETE:** 53%  
**Scheduled Completion:** May 2016

**PROJECT:** PIQUA WTP  
Piqua, OH  
**OWNER:** City of Piqua, Ohio  
**ENGINEER:** CDM Smith  
**CONTRACT AMOUNT:** \$36,213,568  
**% COMPLETE:** 24%  
**Scheduled Completion:** April 2017

**PROJECT:** ADA WWTP EXPANSION  
Ada, OH  
**OWNER:** Village of Ada, Ohio  
**ENGINEER:** Jones & Henry, Engineers  
**CONTRACT AMOUNT:** \$13,423,076  
**% COMPLETE:** 82%  
**Scheduled Completion:** August 2016

**PROJECT:** **APOLLO CAREER CENTER HIGH SCHOOL AND ADULT EDUCATION ADDITION**  
Lima, OH  
**OWNER:** Apollo Career Center  
**ARCHITECT:** Garmann/Miller Architects/Engineers  
**CONTRACT AMOUNT:** \$11,468,344  
**% COMPLETE:** 88%  
**Scheduled Completion:** August 2016

**PROJECT:** **FORT AMANDA RD PUMP STATION**  
Lima, OH  
**OWNER:** Allen County Commissioners  
**ENGINEER:** URS Corporation  
**CONTRACT AMOUNT:** \$2,541,889  
**% COMPLETE:** 99%  
**Scheduled Completion:** May 2015

**PROJECT:** **SHAWNEE II WWTP IMPROVEMENTS**  
Lima, OH  
**OWNER:** Allen County Sanitary Engineering Dept.  
**ENGINEER:** URS Corporation  
**CONTRACT AMOUNT:** \$9,199,823  
**% COMPLETE:** 98%  
**Scheduled Completion:** January 2016

**PROJECT:** **Perrysburg WWTP**  
Perrysburg, OH  
**OWNER:** City of Perrysburg, Ohio  
**ENGINEER:** Jones & Henry Engineers, Ltd/URS  
**CONTRACT AMOUNT:** \$12,467,074  
**% COMPLETE:** 99%  
**Scheduled Completion:** November, 2015

SECTION 00 4515

OEPA WPCLF PROGRAM REQUIREMENTS

PART 1 GENERAL

1.1 OHIO ENVIRONMENTAL PROTECTION AGENCY (OEPA) – WATER POLLUTION CONTROL LOAN FUND (WPCLF)

- A. The contract work described in the Contract Documents is being funded in part with loan and loan forgiveness funds from the OEPA WPCLF Program. All requirements of the OEPA WPCLF Program must be followed and complied with by all bidders and the successful contractor.

1.2 CONTRACTOR'S REQUIREMENTS

- A. The following requirements are included in the Contract for the work and are a part thereof:
1. Contractor Equal Employment Opportunity Certification (2 pages)
  2. Certification Regarding Debarment, Suspension, and Other Responsibility Matters Form (2 pages)
  3. Certification Regarding Debarment, Suspension, and Other Responsibility Matters Instructions (1 page)
  4. Disadvantaged Business Enterprises (DBE) Utilization (5 pages)
  5. Form 1A: DBEP Indiv. DBE Subcontractor Proposed Performance Form (1 page)
  6. Form 1B: DBEP DBE Subcontractor Utilization Summary (1 page)
  7. Form 2: DBEP DBE Subcontractor Actual Participation Form (1 page)
  8. Form 5700-52A: USEPA MBE/WBE Utilization Under Federal Grants, Cooperative Agreements, and Interagency Agreements (2 pages)
  9. Form 5700-52A: Instructions (3 pages)
  10. Davis-Bacon Wage Rate Requirements (10 pages)
  11. Violating Facilities Clause (1 page)
  12. Requirement for Utilization of Small Businesses in Rural Areas (SBRA) (1 page)
  13. Insurance Provisions (2 pages)
  14. Materials Testing (1 page)
  15. Continuous Treatment Provisions (1 page)
  16. WPCLF/WSRLA Change Order (2 pages)
  17. Local Protest Procedure (1 page)
  18. Basis and Method for Award (2 pages)
  19. Payment Methods (2 pages)
  20. WPCLF Contract Documents Review (1 page)
  21. Bid Package Submittals (1 page)
  22. American Iron & Steel Provisions (20 pages)
  23. American Iron & Steel Sign-off Form (1 page)
  24. American Iron & Steel Certification Form (1 page)

**PART 2 PRODUCTS (NOT USED)**

**PART 3 EXECUTION (NOT USED)**

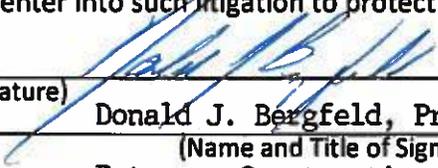
**END OF SECTION 00 4515**

## Contractor Equal Employment Opportunity Certification

During the performance of this contract, the undersigned agrees as follows:

1. The undersigned will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The undersigned will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The undersigned agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this equal opportunity (federally assisted construction) clause.
2. The undersigned will, in all solicitations or advertisements for employees placed by or on behalf of the undersigned, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
3. The undersigned will send to each labor union or representative of workers, with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the undersigned's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The undersigned will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The undersigned will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and relevant orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency of the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the undersigned's non-compliance with the equal opportunity (federally assisted construction) clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part, and the undersigned may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rules, regulations, or order of the Secretary of Labor, or as provided by law.
7. The undersigned will include this equal opportunity (federally assisted construction) clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, so that such provision will be binding upon each subcontract or vendor. The undersigned will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for non compliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor, as a result of such direction by the administering agency the undersigned may request the United States to enter into such litigation to protect the interest of the United States.

(Signature)

  
Donald J. Bergfeld, President

(Name and Title of Signer, Please type)

Peterson Construction Company

(Firm Name)

12/11/15

(Date)

**Certification Regarding Debarment, Suspension, and Other Responsibility Matters**

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification;
- (d) Have not within a three year period preceding this application / proposal had one or more public transactions (Federal, State, or local) terminated for cause or default; and
- (e) Will not utilize a subcontractor or supplier who is unable to certify (a) through (d) above.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Donald J. Bergfeld, President

---

Type Name & Title of Authorized Representative



---

Signature of Authorized Representative

I am unable to certify to the above statements. My explanation is attached.

**FORM 1A**  
**Disadvantaged Business Enterprise Program**  
**Individual DBE Subcontractor Proposed Performance Form**

NAME OF SUBCONTRACTOR <sup>1</sup>		PROJECT NAME	
ADDRESS		CONTRACT NO.	
TELEPHONE NO.		EMAIL ADDRESS	
PRIME CONTRACTOR NAME			
CONTRACT ITEM NO.	ITEM OF WORK OR DESCRIPTION OF SERVICES BID TO PRIME	PRICE OF WORK SUBMITTED TO PRIME CONTRACTOR	
Currently certified as an MBE or WBE under EPA's DBE Program? <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Neither			
_____ Prime Contractor Signature		_____ Title/Date	
_____ Subcontractor Signature		_____ Title/Date	

<sup>1</sup> Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

**This form is to be submitted as part of the prime contractor's proposal package.**

**FORM 1B**  
**Disadvantaged Business Enterprise Program**  
**DBE Subcontractor Utilization Summary**

BID/PROPOSAL NO.	PROJECT NAME
NAME OF PRIME BIDDER/PROPOSER	E-MAIL ADDRESS
ADDRESS	
TELEPHONE NO.	FAX NO.

The following subcontractors will be used on this project:

COMPANY NAME, ADDRESS, PHONE NUMBER, AND E-MAIL ADDRESS	TYPE OF WORK TO BE PERFORMED	ESTIMATED DOLLAR AMOUNT	CURRENTLY CERTIFIED AS AN MBE OR WBE? (specify which)

I certify under penalty of perjury that the forgoing statements are true and correct. In the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302(c).

\_\_\_\_\_  
Signature of Prime Contractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

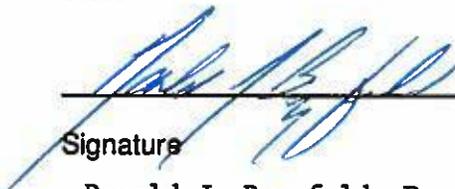
\_\_\_\_\_  
Title

1 Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

**This form is to be submitted as part of the prime contractor's proposal package.**

## American Iron & Steel Sign-off Form

The Contractor acknowledges to and for the benefit of the Village of Ashville, Ohio ("Purchaser") and the State of Ohio (the "State") that it understands the goods and services under this Agreement are being funded with monies made available by the Clean Water State Revolving Fund and/or Drinking Water State Revolving Fund that have statutory requirements commonly known as "American Iron and Steel;" that requires all of the iron and steel products used in the project to be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Purchaser or the State. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

  
\_\_\_\_\_  
Signature

12/11/15  
\_\_\_\_\_  
Date

Donald J. Bergfeld, President  
\_\_\_\_\_

Name and Title of Authorized Signatory, Please Print or Type

Peterson Construction Company

Bidder's Firm

Check here if the WPCLF applicant will be requesting a waiver for non-American made iron and steel products.

SECTION 00 4519

NON-COLLUSION AFFIDAVIT

(This Affidavit is part of the Proposal)

STATE OF Ohio

COUNTY OF Auglaize

Donald J. Bergfeld being first duly sworn, deposes and says that he is  
President

(President, Secretary, etc.)

of the party who made the foregoing proposal, that such proposal was genuine and not collusive, that said Bidder did not collude, conspire, connive, or agree, directly or indirectly, with any bidder or person, that such other person should refrain from bidding, or submit a sham bid and did not, in any manner, directly or indirectly, seek by agreement or collusion, or communication or conference with any person, to fix the bid price of Affiant or any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against Village of Ashville, Ohio, or any person interested in the proposed contract, and that all statements contained in said Proposal are true and further, that such Bidder did not, directly or indirectly, submit this Proposal, or the contents thereof, or divulge information or data relative thereto, to any association or to any member or agent thereof.

[Signature]  
AFFIANT

Sworn to and subscribed before me this 11th day of December, 20 15

[Signature]  
NOTARY PUBLIC IN AND FOR

Auglaize County, Ohio

My Commission expires 30th, July, 20 19

(SEAL)



CHERYL GOETZ  
Notary Public, State of Ohio  
My Commission Expires 7-30-19

END OF SECTION 00 4519

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SECTION 00 4529

PERSONAL PROPERTY TAX DISCLOSURE AFFIDAVIT

STATE OF Ohio

COUNTY OF Auglaize

I, Donald J. Bergfeld, President,  
(Name) (Office or Title)  
of the Peterson Construction Company,  
(Company Name)

first being duly sworn, do depose and state that it has submitted a competitive Bid for a Contract to be administered and awarded by Village of Ashville, Ohio.

Furthermore, affiant says that it was not charged with any delinquent personal property taxes, penalties or interest due or owing to the County of [Pickaway], State of Ohio, except as herein stated:

(If none, so state. If due, state amount due together with assisted interest and penalty)

Further, affiant says that a copy of this statement, affirmed under oath, shall be made a part of its Bid and the Contract to be awarded.

Furthermore, affiant sayeth not.

Peterson Construction Company  
Corporation or Business

Signed: [Signature]

Title: Donald J. Bergfeld, President

Subscribed and sworn before me, a Notary Public, this 11th day of December, 2015

[Signature]  
Notary Public in and for

Auglaize County,



CHERYL GOETZ  
Notary Public, State of Ohio  
My Commission Expires 7-30-19

My Commission expires July 30 2019 (SEAL)

END OF SECTION 00 4529

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REGISTERED  
NO. R-1

AMOUNT  
\$ 13,534,075.80

STATE OF OHIO  
COUNTY OF PICKAWAY  
VILLAGE OF ASHVILLE

WASTEWATER SYSTEM SUBORDINATED REVENUE BOND, SERIES [SERIES]

The Village of Ashville (the "Issuer"), for value received, promises to pay to the State of Ohio (the "State") acting by and through the Ohio Water Development Authority (the "OWDA") and the Director of Environmental Protection of the State of Ohio (the "Director"), but solely from the sources and in the manner set forth in the Trust Agreement, dated as of February 25, 2016 (together with the Term Sheet incorporated therein, the "Agreement," which is attached hereto as Exhibit A and is incorporated herein in its entirety), among the Issuer, the OWDA and the Director, the principal amount (referred to in the Trust Agreement as the "Project Participation Principal Amount") of \$ 13,534,075.80 at the times and in the amounts specified in the Agreement, with interest on the outstanding principal amount payable at the rate or rates and on the dates specified in the Agreement and constituting a portion of the payments referred to in the Agreement as the "Semi-Annual Payments") until the principal amount is paid or provided for. The principal amount is subject to reduction under the Agreement's provisions for adjustment of Semi-Annual Payments, with consequent potential adjustment in the amounts of principal and interest payable on any payment date. Principal and interest are payable when due by check or draft mailed or wire transferred to or for the account of the State in accordance with the Agreement.

This Bond is issued for the purpose of paying a portion of the cost of acquisition, construction or equipping of facilities for or improvements to the Issuer's wastewater system described on the Term Sheet in the Agreement (the "Project"), under authority of, pursuant to and in full compliance with Section 133.08 of the Revised Code, and an ordinance or resolution duly passed by the legislative authority of the Issuer.

**THIS BOND DOES NOT CONSTITUTE A GENERAL OBLIGATION OF THE ISSUER, AND THE GENERAL CREDIT AND TAXING POWER OF THE ISSUER ARE NOT PLEDGED, AND ITS GENERAL AND ORDINARY FUNDS ARE NOT OBLIGATED TO BE USED, FOR THE PAYMENT OF ALL OR ANY PART THEREOF OR THE INTEREST THEREON; AND THE STATE DOES NOT HAVE AND SHALL NOT HAVE ANY RIGHT TO HAVE ANY EXCISES OR TAXES LEVIED BY THE TAXING AUTHORITY OF ANY POLITICAL SUBDIVISION, INCLUDING THE ISSUER, FOR THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THIS BOND.**

This Bond is payable as to principal and interest solely from the revenues defined in the Agreement as the "Pledged Revenues" and is secured by the pledge of the Pledged Revenues under the Agreement on the subordinated basis set forth therein. Among other things, the Issuer, acting through its legislative authority, has covenanted in the Agreement that it will fix and revise the rates and charges for the products, services and facilities of the System (as defined therein) and collect and account for income and revenue therefrom to comply with the Agreement's requirements. Reference is hereby made to the Agreement for a more complete description of the nature and extent of the security for this Bond, the rights of the State and of the Issuer with respect to such security, and the terms and conditions upon which this Bond is, and is to be, issued and secured. To the extent and in the manner permitted by the terms of the Agreement, any covenant, condition or provision of the Agreement or any supplement thereto may be modified or amended, without necessity for notation hereon of reference thereto, by the Issuer by ordinance or resolution of its legislative authority and with the written consent of the State, documented as specified in the Agreement.

If an Event of Default, as defined in the Agreement, shall occur the State shall be entitled to institute any suit, action or proceeding at law or in equity to enforce any rights or remedies granted by the Agreement.

It is certified and recited that there have been performed and have happened in regular and due form, as required by law, all acts and conditions necessary to be done or performed by the Issuer or to have happened precedent to and in the issuing of this Bond in order to make it the legal, valid and binding special obligation of the Issuer; that payment in full for this Bond has been received in the form of the State's execution and delivery of the Agreement and incurrence of its obligations thereunder; and that this Bond does not exceed or violate any constitutional or statutory limitation.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be executed by the Mayor of Ashville and the Village Administrator of Ashville of the Issuer, in the name and on behalf of the Issuer, and for the seal of the Issuer, or a facsimile thereof, to be affixed hereto, all as of February 25, 2016.

  
\_\_\_\_\_  
Charles K. Wise, Mayor

  
\_\_\_\_\_  
Franklin Christman, Village Administrator



the Issuer]

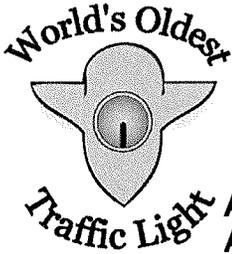
CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the Agreement referred to therein.

Date of Registration and Authentication: February 25, 2016

By:   
\_\_\_\_\_  
April D. Grube, Clerk/Fiscal Officer

Registrable and Payable at:  
The Office of the Clerk/Fiscal Officer  
Village of Ashville



# RESOLUTION 03-2016

## OF THE VILLAGE OF ASHVILLE



www.ashvilleohio.gov

A RESOLUTION AUTHORIZING A CASH ADVANCE FROM THE GENERAL FUND TO THE WATER IMPROVEMENT FUND TO COVER COSTS OF WATER LINE REPAIRS, AMENDING ORDINANCE 2015-11, THE TEMPORARY APPROPRIATIONS ORDINANCE.

WHEREAS, THE COUNCIL OF THE VILLAGE OF ASHVILLE ANNUALLY APPROPRIATES BY ORDINANCE FUNDS TO COVER THE EXPENSES AND OBLIGATIONS OF THE VILLAGE; AND IT BECOMES NECESSARY ON OCCASION TO AMEND THOSE APPROPRIATIONS,

NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF ASHVILLE, OHIO:

SECTION ONE: THAT THE SUM OF \$25,000 IS HEREBY TEMPORARILY REALLOCATED FROM 1000-910-930 CONTINGENCIES TO 5701-800-590 WATER IMPROVEMENT-CAPITAL OUTLAY.

SECTION TWO: THE SUM OF \$25,000 IS TO BE REPAID IN FULL FROM 5701-800-590 WATER IMPROVEMENT-CAPITAL OUTLAY TO 1000-910-930 CONTINGENCIES NO LATER THAN MAY 1, 2016.

NOW, THEREFORE, be it resolved by the Village of Ashville Council

Offered by: Nelson R. Embrey

Seconded by: Randy S. Loveless

PASSED THIS 1<sup>st</sup> DAY OF FEBRUARY, 2016

kwiktag® 105 833 722



ATTEST:  
  
April D. Grube, Clerk-Fiscal Officer

DATE: 3/24/16

APPROVED:  
  
Charles K. Wise, Mayor

DATE: 24 MAR 2016

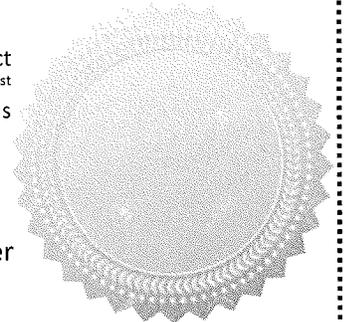
Prepared: 01/29/2016  
Revised Date:  
Review Date:

### CERTIFICATE OF RECORDING OFFICER

I, the undersigned, hereby certify, that the foregoing is a true and correct copy of the resolution adopted by the Village of Ashville Council held on 1<sup>st</sup> day of February 2016, and that I am duly authorized to execute this certificate.

\_\_\_\_\_  
(Original signature of April D. Grube)

Clerk-Fiscal Officer  
(TITLE)





# RESOLUTION 04-2016



## OF THE VILLAGE OF ASHVILLE

### A RESOLUTION AUTHORIZING THE MAYOR OR VILLAGE ADMINISTRATOR TO EXECUTE AN ASSIGNMENT AGREEMENT WITH SOUTH CENTRAL POWER COMPANY FOR THE PURPOSE OF FURTHERING THE ASHVILLE INTERSECTION IMPROVEMENTS – STATE ROUTE 752 AND LONG STREET PROJECT (CT72N & CT73N).

WHEREAS, the Village of Ashville has considered the necessity of improving its street system so as to improve vehicular and pedestrian traffic flow and safety for the Village, and has identified a need to reconstruct, improve, and widen portions of State Route 752 and Long Street, commonly known as the Ashville Intersection Improvements – State Route 752 and Long Street Project (CT72N & CT73N); and

WHEREAS, in Resolution 5-2013 passed May 20, 2013 found in Exhibit A, Ashville Village Council declared its intention to appropriate permanent and temporary easements in and to premises for furtherance of this project.

WHEREAS, in order to complete the foregoing project it is necessary for South Central Power to relocate utility poles, install electric lines and accessory services on certain properties affected by the project and subject to pending appropriation proceedings.

WHEREAS, Ohio Revised Code Section 719.01 provides for the appropriation of land for street and other public purposes and Section 719.04 of the Ohio Revised Code provides for the passage of a resolution declaring the Village's intent to appropriate; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Ashville, Ohio that:

SECTION 1. The Mayor or Village Administrator is authorized to execute the Assignment Agreement to South Central Power found in Exhibit B.

SECTION 2. This Resolution shall be effective upon its adoption.

Offered by: Nelson R. Embrey

Seconded by: Brian M. Garvine

PASSED THIS 22<sup>nd</sup> DAY OF FEBRUARY, 2016

ATTEST:

DATE: 2/22/16

April D. Grube, Clerk-Fiscal Officer

APPROVED:

DATE: 22 FEB 16

Charles K. Wise, Mayor

Prepared: 02/10/2016  
Revised Date:  
Review Date:

#### CERTIFICATE OF RECORDING OFFICER

I, the undersigned, hereby certify, that the foregoing is a true and correct copy of the resolution adopted by the Village of Ashville Council held on 22<sup>nd</sup> day of February 2016, and that I am duly authorized to execute this certificate.



\_\_\_\_\_  
(Original signature of April D. Grube)

Clerk-Fiscal Officer  
(TITLE)

2. The Village of Ashville agrees to provide to South Central Power Company a partial or non-exclusive assignment of its easement rights, as best may be determined, under all temporary and permanent utility easement rights obtained through settlement or litigation of the Petition, for purposes of the Electrical Service Relocation and the on-going easement rights described in the Petition for the installation, maintenance and repair of electrical service facilities.
  
3. All rights and easements granted or to be granted by the Village of Ashville to South Central Power Company under this Assignment are intended to be free and clear of any rights or claims of the Owners other than Owners rights to use the property not inconsistent and with no impairment of the easement(s) granted to the Village of Ashville as a result of the resolution or disposition of the Petition..

Assignor and Assignee are executing this Assignment as of February \_\_, 2016.

ASSIGNOR:

The Village of Ashville, Ohio



By: Franklin Christman, Village  
Administrator

APPROVED AS TO FORM:

\_\_\_\_\_  
By: Mark Landes, Village Solicitor

ASSIGNEE:

South Central Power Company

\_\_\_\_\_  
By: \_\_\_\_\_

## ASSIGNMENT

WHEREAS, the Village of Ashville, Ohio, has determined that it is necessary and in the best interests of the public to reconstruct and upgrade the intersection of S.R. 752 and Long Street in Ashville, Ohio, and which will improve traffic circulation for the citizens of Ashville and which roads will be open to the public, without charge, at all times be used for public purposes (the “Project”);

WHEREAS, Council of the Village of Ashville passed Resolution No. 5-2013 declaring the necessity and its intention to appropriate real property for public use and the purpose of roadway construction, reconstruction, installation, replacement, repair, upgrading, maintenance and improvement of S.R. 752 and Long Street, Ashville, Ohio, and directing that the Law Director file a Petition to appropriate the real property and assess the compensation to be paid for such real property;

WHEREAS, the Village of Ashville now seeks to acquire title in certain real property including rights of way and temporary easement rights for the purpose of relocating, installing, maintaining and repairing electrical service facilities (the “Electrical Service Relocation”) made necessary by improving the public roadways as aforesaid;

WHEREAS, the Village of Ashville has filed a Petition in the Court of Common Pleas of Pickaway County, Ohio, Case No. 2015CI0258 (“Petition”) seeking to appropriate for public use, pursuant to sections 719.01, 719.02 and 163.01 et. seq. of the Ohio revised code, an electric line easement (herein the “Interests”) on, along and/or across certain real property located in Pickaway County, and known as 14198 Ashville Pike (Long Street), Harrison Township, Pickaway County, Ashville, Ohio, Parcel Nos. 1200010010606 and 1200010010401 (the “Property”), for the purpose of performing and completing the Electrical Service Relocation in furtherance of the Project;

WHEREAS, Walter and Margie Hardbarger (collectively the “Owners”) are the titled owners of the Property under a Deed filed in the Pickaway County Recorder’s Office identified as Vol. 278, Page 580-582 and the Village of Ashville has provided notice to the Hardbargers in compliance with Section 163.04 of the Ohio Revised Code, attempted to reach an agreement as to the terms and conditions of the conveyance of the Property as required by Ohio Revised Code Section 163.04, but a mutual agreement regarding compensation cannot be obtained;

WHEREAS, the Village of Ashville by independent appraiser has determined the value of the Property to be appropriated to be \$11,250.00 and has deposited that amount with the Pickaway County Clerk of Court with the Petition;

WHEREAS, pursuant to R.C. 163.06(B), the Village of Ashville is entitled to take immediate possession of and enter upon the Property;

WHEREAS, in furtherance of the Project, South Central Power Company, as the owner and operator of the existing electrical service facilities and rights in the area of the Project, has agreed to complete the Electrical Service Relocation, including relocating utility poles and installing electric lines and accessory services on the Property; and

WHEREFORE, in furtherance of the Project, and pursuant to the rights presently held by the Village of Ashville (“Assignor”) under the Petition, the Village of Ashville and South Central Power Company (“Assignee”) agree as follows:

1. The Village of Ashville, pursuant to its right under R.C. 163.06(B) to take immediate possession of the Property, hereby grants and assigns to South Central Power Company the right of access and license to enter upon the Property to perform and complete the Electrical Service Relocation, for furtherance of the Project.

OHIO PUBLIC EMPLOYEES DEFERRED COMPENSATION PROGRAM  
Resolution

RESOLUTION

Adoption of a Plan under the Program by Eligible Employer

This Resolution has been approved as to form by the Ohio Attorney General

A RESOLUTION adopting a Plan under the Ohio Public Employees Deferred Compensation Program administered by the Ohio Public Employees Deferred Compensation Board for participation by "eligible employees" of the Village of Ashville.

WHEREAS, Ohio Revised Code Section 148 {the "Enabling Statute"} creates the Ohio Public Employees Deferred Compensation Board {the "Board"} and establishes the Ohio Public Employees Deferred Compensation Program {the "Program"} (A copy of the uniform Plan Document for the Program has been provided to the appropriate officer(s) of the Village of Ashville); and

WHEREAS, the Village of Ashville is an employer of "Eligible Employee(s)" (as defined by Ohio Revised Code Section 148.01(A)(1)), and thereby may adopt a Plan under the Program; and

WHEREAS, the Village of Ashville desires to or is required to adopt a Plan under the Program for participation by "eligible employees".

NOW THEREFORE, the Governing Body of the Village of Ashville hereby resolves as follows:

The Village of Ashville hereby adopts a Plan under the Program, and shall properly contract with any Eligible Employee who desires to participate in the Plan. The Village of Ashville's Plan shall be the uniform Plan as promulgated by and as amended from time to time by the Board.

The Board is hereby authorized to administer the Plan under the Program, and to do all things necessary or proper for the administration of the Plan, consistent with the Enabling Statutes and all the Rules and Regulations promulgated by the Board, whether by the Ohio Administrative Code or otherwise, and consistent with the Adoption Agreement executed by the Village of Ashville.

The Fiscal Officer (title of individual who will be the Responsible Official for the plan) is hereby appointed the Responsible Official and is authorized and directed by the Governing Body to execute the Adoption Agreement.

Consistent with the Adoption Agreement and the Rules and Regulations promulgated by the Board, the proper officials, officers, employees, and agents of the Village of Ashville are authorized to provide the Board with any information it may properly require for the administration of the Plan under the Program.

ADOPTED at a meeting of the Governing Body on the date written below, and duly executed.

March 7, 2016

Date of Resolution

[Signature]  
Member of Governing Body Signature

March 9, 2016

Date

Mayor

Title or Position

[Signature]  
Witness

March 9, 2016

Date



# RESOLUTION 06-2016

## OF THE VILLAGE OF ASHVILLE



A RESOLUTION AUTHORIZING THE MAYOR OR VILLAGE ADMINISTRATOR TO SUBMIT AN APPLICATION (S) FOR OHIO DEPARTMENT OF DEVELOPMENT SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FOR FY2016.

WHEREAS, the Village of Ashville, Ohio is planning to make improvements to areas of the Village of Ashville that meet the Low and Moderate Income (LMI) requirements,

WHEREAS, the improvement herein above described is considered to be a priority need for the community,

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

**SECTION ONE**

The Mayor or Village Administrator is hereby authorized to submit an application to the Pickaway County Board of Commissioner for (CDBG) funding. That funding will be for one (1) projects:

Priority One: Village of Ashville Long Street & State Route 316 Sidewalk Improvement Project

**SECTION TWO**

The Council of Ashville will limit the expenditure for its portion of this project to \$25,000.

**SECTION THREE**

Therefore, this resolution will take affect at the earliest time allowed by law.

Offered by: Nelson R. Embrey

Seconded by: Todd M. Henson

PASSED THIS 18<sup>th</sup> DAY OF APRIL, 2016

ATTEST:

April D. Grube, Clerk-Fiscal Officer

DATE: 4/19/16

APPROVED:

Charles K. Wise, Mayor

DATE: 18 APR 2016

Prepared: 03/24/2015  
Revised Date:  
Review Date:

**CERTIFICATE OF RECORDING OFFICER**

I, the undersigned, hereby certify, that the foregoing is a true and correct copy of the resolution adopted by the Village of Ashville Council held on 18<sup>th</sup> day of April 2016, and that I am duly authorized to execute this certificate.

  
 \_\_\_\_\_  
 (Original signature of April D. Grube)

Clerk-Fiscal Officer  
 (TITLE)



# RESOLUTION 07-2016

## OF THE VILLAGE OF ASHVILLE



### A RESOLUTION TO PROVIDE A SUMMER STUDENT WORKS PROGRAM (SSWP)

**WHEREAS**, the Council of Ashville annually appropriates by ordinance funds to cover the expenses and obligations of Ashville,

**WHEREAS**, the Council of Ashville approves the position and range of staff to be employed by Ashville,

**NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF ASHVILLE, OHIO:**

**SECTION ONE:** that in 2016 Ashville will have a Student Works Program funded from Lands and Buildings 1000-730-190 Salaries, 1000-730-211 OPERS, and 1000-730-212 Medicare,

**SECTION TWO:** this Resolution will allow for funding of a Student Works Program from June through August. The number of students will be from two (2) to four (4) students with an average of twenty (20) hours of work per week per student. The expenditure cannot exceed Ordinance 2014-02 Appropriation for 1000-730-190 Salaries, 1000-730-211 OPERS, and 1000-730-212 Medicare.

**SECTION THREE:**

This Resolution will authorize up to twenty-nine (29) hours per week for each individual in the Summer Student Works Program.

**SECTION FOUR:**

Therefore, this resolution will take affect at the earliest time allowed by law.

Offered by: Todd M. Henson

Seconded by: R. David Rainey

PASSED THIS 2<sup>nd</sup> DAY OF MAY, 2016

ATTEST:

April D. Grube, Clerk-Fiscal Officer

DATE: 5/3/16

APPROVED:

Charles K. Wise, Mayor

DATE: 03 May 16

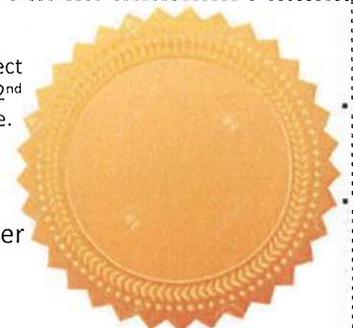
Prepared: 04/01/2016  
Revised Date:  
Review Date:

**CERTIFICATE OF RECORDING OFFICER**

I, the undersigned, hereby certify, that the foregoing is a true and correct copy of the resolution adopted by the Village of Ashville Council held on 2<sup>nd</sup> day of May 2016, and that I am duly authorized to execute this certificate.

\_\_\_\_\_  
(Original signature of April D. Grube)

\_\_\_\_\_  
Clerk-Fiscal Officer  
(TITLE)





# RESOLUTION 08-2016

## OF THE VILLAGE OF ASHVILLE



**A RESOLUTION OF THE VILLAGE OF ASHVILLE  
AUTHORIZING THE PAYMENT TO THE OHIO WATER  
DEVELOPMENT AUTHORITY A PROCESSING AND  
DECLARING AN EMERGENCY.**

WHEREAS, the Village of Ashville has passed Ordinance 2016-01 to obtain funding for the Water Resource Recovery Facility from the Water Pollution Control Loan Fund of the State of Ohio;

WHEREAS, the loan will be for financial assistance be repaid to the WPCLF over a period of thirty (30) years; and

NOW, THEREFORE, BE IT RESOLVED by the Village Council of Ashville (the "Legislative Authority") of the Village of Ashville:

SECTION ONE: The payment of \$48,551, Exhibit A, is authorized to complete the intent of Ordinance 2016-01 sections one through eight.

SECTION TWO: Payment will be out of Fund Account 5201-850-790-0000.

SECTION THREE: That this resolution is hereby declared to be an emergency measure necessary for the preservation of the public peace, health and safety of the Village and its inhabitants for the reason that there exists an imperative necessity for the earliest passage of this resolution to meet the fiscal obligations of the Village and will go into effect immediately upon its passage by Council.

Therefore, this resolution will take effect upon passage.

Offered by: Nelson R. Embrey

Seconded by: Todd M. Henson

PASSED THIS 18<sup>th</sup> DAY OF APRIL, 2016

ATTEST:

DATE: 4/17/16

April D. Grube, Clerk-Fiscal Officer

APPROVED:

Charles K. Wise, Mayor

DATE: 18 APR 2016

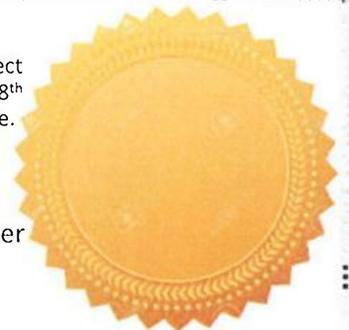
Prepared: 04/12/2016  
Revised Date:  
Review Date:

### CERTIFICATE OF RECORDING OFFICER

I, the undersigned, hereby certify, that the foregoing is a true and correct copy of the resolution adopted by the Village of Ashville Council held on 18<sup>th</sup> day of April 2016, and that I am duly authorized to execute this certificate.

\_\_\_\_\_  
(Original signature of April D. Grube)

Clerk-Fiscal Officer  
(TITLE)





# RESOLUTION 09-2016

## OF THE VILLAGE OF ASHVILLE



A RESOLUTION AMENDING ORDINANCE 2016-05 THE 2016 PERMANENT APPROPRIATIONS ORDINANCE INCREASING FUND 5702-543-560-5003 - SEWER IMPROVEMENT TO REFLECT LOAN PROCEEDS PROCESSED BY OWDA IN THE AMOUNT OF \$13,871,722.75 FOR COSTS INCURRED IN THE CONSTRUCTION OF THE NEW WATER RESOURCE RECOVERY FACILITY.

**WHEREAS,** THE COUNCIL OF ASHVILLE ANNUALLY APPROPRIATES BY ORDINANCE FUNDS TO COVER THE EXPENSES AND OBLIGATIONS OF ASHVILLE,

**NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF ASHVILLE, OHIO:**

**SECTION ONE:** THAT A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF \$13,871,722.75 IS MADE TO FUND 5702-543-560-5003 - SEWER IMPROVEMENT.

**SECTION TWO:** THAT THIS RESOLUTION SHALL TAKE EFFECT AND BE IN FORCE FROM AND AFTER THE EARLIEST PERIOD ALLOWED BY LAW.

OFFERED BY: NELSON R. EMBREY  
SECONDED BY: RANDY S. LOVELESS

PASSED THIS 2<sup>ND</sup> DAY OF MAY, 2016

ATTEST:  DATE: 5/3/16  
APRIL GRUBE, CLERK-FISCAL OFFICER

APPROVED:  DATE: 03 MAY 16  
CHARLES K. WISE, MAYOR

Prepared: 05/02/2016  
Revised Date:  
Review Date:

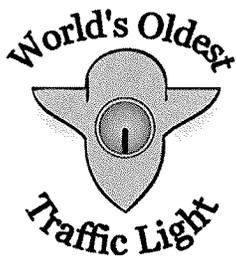
**CERTIFICATE OF RECORDING OFFICER**

I, the undersigned, hereby certify, that the foregoing is a true and correct copy of the resolution adopted by the Village of Ashville Council held on 2<sup>nd</sup> day of May 2016, and that I am duly authorized to execute this certificate.

\_\_\_\_\_  
(Original signature of April D. Grube)

Clerk-Fiscal Officer  
(TITLE)





# RESOLUTION 10-2016

OF THE VILLAGE OF ASHVILLE



## A RESOLUTION TO INCREASE THE CREDIT LIMIT ON THE VILLAGE OF ASHVILLE VISA CREDIT CARD ISSUED BY VINTON COUNTY NATIONAL BANK TO \$5000

WHEREAS, the Council of the Village of Ashville, Ohio monitors the finances of the village and the financial decisions of the Fiscal Officer.

WHEREAS, the Council of the Village of Ashville, Ohio has found it prudent to increase the Credit Limit of the current credit card issued by Vinton County Nation Bank.

NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF ASHVILLE, OHIO:

SECTION ONE: That the Clerk-Fiscal Officer is authorized to request a Credit Limit increase on the VISA credit card issued by Vinton County National Bank.

SECTION TWO: The Credit Limit for the VISA credit card issued by Vinton County National Bank is not to exceed \$5000.00.

Therefore, this resolution will take effect at the earliest time allowed by law.

Offered by:

Seconded by:

PASSED THIS 16<sup>TH</sup> DAY OF MAY, 2016.

ATTEST:

*April D. Grube*

DATE: 5/16/16

April D. Grube, Clerk-Fiscal Officer

APPROVED:

*Charles K. Wise*

DATE: 16 MAY 16

Charles K. Wise, Mayor

kwiktag® 105 833 756



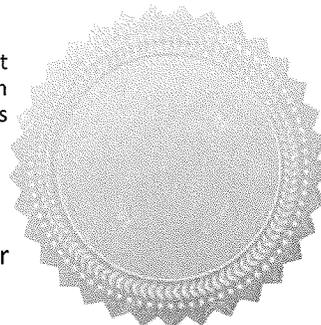
### CERTIFICATE OF RECORDING OFFICER

I, the undersigned, hereby certify, that the foregoing is a true and correct copy of the resolution adopted by the Village of Ashville Council held on 16<sup>th</sup> day of May, 2016, and that I am duly authorized to execute this certificate.

Prepared: 05/13/2016  
Revised Date:  
Review Date:

\_\_\_\_\_  
(Original signature of April D. Grube)

Clerk-Fiscal Officer  
(TITLE)





# RESOLUTION 11-2016

## OF THE VILLAGE OF ASHVILLE



**A RESOLUTION AUTHORIZING THE MAYOR OR VILLAGE ADMINISTRATOR TO SUBMIT AN APPLICATION (S) FOR OHIO DEPARTMENT OF DEVELOPMENT SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FOR FY2016.**

WHEREAS, the Village of Ashville, Ohio is planning to make improvements to areas of the Village of Ashville that meet the Low and Moderate Income (LMI) requirements,

WHEREAS, the improvement herein above described is considered to be a priority need for the community,

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

**SECTION ONE**

The Mayor or Village Administrator is hereby authorized to submit an application to the Pickaway County Board of Commissioner for (CDBG) funding. That funding will be for one (1) additional project:

Priority Two: Resurfacing Center Alley between Madison and West Main Street.

**SECTION TWO**

The Council of Ashville will limit the expenditure for its portion of this project to \$9,000.

**SECTION THREE**

Therefore, this resolution will take affect at the earliest time allowed by law.

Offered by: Nelson R. Embrey

Seconded by: Todd M. Henson

PASSED THIS 16<sup>th</sup> DAY OF MAY, 2016

ATTEST:

  
\_\_\_\_\_  
April D. Grube, Clerk-Fiscal Officer

DATE: 5/16/16

APPROVED:

  
\_\_\_\_\_  
Charles K. Wise, Mayor

DATE: 16 May 16

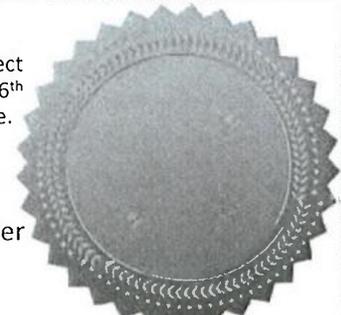
Prepared: 05/16/2015  
Revised Date:  
Review Date:

**CERTIFICATE OF RECORDING OFFICER**

I, the undersigned, hereby certify, that the foregoing is a true and correct copy of the resolution adopted by the Village of Ashville Council held on 16<sup>th</sup> day of May 2016, and that I am duly authorized to execute this certificate.

\_\_\_\_\_  
(Original signature of April D. Grube)

Clerk-Fiscal Officer  
(TITLE)





# RESOLUTION 12-2016

## OF THE VILLAGE OF ASHVILLE



A RESOLUTION AUTHORIZING SUPPLEMENTAL APPROPRIATIONS BETWEEN ACCOUNTS AND AMENDING ORDINANCE 2016-05, THE PERMANENT APPROPRIATIONS ORDINANCE FOR THE VILLAGE OF ASHVILLE, OHIO, AND DECLARING AN EMERGENCY.

WHEREAS, the Council of the Village of Ashville annually appropriates by ordinance funds to cover the expenses and obligations of the Village; and it becomes necessary on occasion to amend those appropriations,

NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF ASHVILLE, OHIO:

SECTION ONE: that the following supplemental appropriations are made in the indicated Fund:

Transfer to Fund:

Transfer from Fund:

Description	Number	Amount	Description	Number
Professional and Technical Services	9901-790-340-0000	\$10,000.00	Contingencies	1000-930-930-0000

Total \$10,000.00

SECTION ONE: That this resolution is hereby declared to be an emergency measure necessary for the preservation of the public peace, health and safety of the Village and its inhabitants for the reason that there exists an imperative necessity for the earliest passage of this resolution to meet the fiscal obligations of the Village and will go into effect immediately upon its passage by Council.

Therefore, this resolution will take effect upon passage.

Offered by: Nelson R. Embrey

Seconded by: Randy S. Loveless

PASSED THIS 25<sup>th</sup> DAY OF JULY, 2016

ATTEST:

  
April D. Grube, Clerk-Fiscal Officer

DATE: 7/26/16

APPROVED:

  
Charles K. Wise, Mayor

DATE: 27/Jul/16

Prepared: 06/10/2016  
Revised Date:  
Review Date:

**CERTIFICATE OF RECORDING OFFICER**

I, the undersigned, hereby certify, that the foregoing is a true and correct copy of the resolution adopted by the Village of Ashville Council held on 25<sup>th</sup> day of July 2016, and that I am duly authorized to execute this certificate.

  
\_\_\_\_\_  
Clerk-Fiscal Officer  
(Original signature of April D. Grube) (TITLE)

# 13-2016

## **1 RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES AND CERTIFYING THEM TO THE COUNTY AUDITOR**

(VILLAGE COUNCIL)

Revised Code, Secs. 5705.34-5705.35

\_\_\_\_\_

The Council of the Village of Ashville, Pickaway County, Ohio met in \_\_\_\_\_ (Regular or Special) session on the \_\_\_\_\_ day of \_\_\_\_\_, 2016, at the office of Village of Ashville with the following members present:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Mr. \_\_\_\_\_ moved the adoption of the following Resolution:

WHEREAS, This Council in accordance with the provisions of law has previously adopted a Tax Budget for the next succeeding fiscal year commencing January 1<sup>st</sup>, 2017; and

WHEREAS, The Budget Commission of Pickaway County, Ohio has certified its action thereon to this Council together with an estimate by the County Auditor of the rate of each tax necessary to be levied by this Council, and what part thereof is without, and what part within the ten mill limitation; therefore be it

RESOLVED, By the Council of the Village of Ashville, Pickaway County, Ohio, that the amounts and rates, as determined by the Budget Commission in its certification, be and the same are hereby accepted; and be it further

RESOLVED, That there be and is hereby levied on the tax duplicate of said Village the rate of each tax necessary to be levied within and without the ten mill limitation as follows:

**SCHEDULE A**  
**SUMMARY OF AMOUNTS REQUIRED FROM GENERAL PROPERTY TAX APPROVED BY BUDGET COMMISSION**  
**AND COUNTY AUDITOR'S ESTIMATED TAX RATES**

FUND	Amount to be Derived from Levies Outside 10 M. Limitation	Amount Approved by Budget Commission Inside 10 M. Limitation	County Auditor's Estimate of Tax Rate to be Levied	
			Inside 10 M. Limit	Outside 10 M. Limit
	Column II	Column IV	V	VI
General Fund		\$153,000	2.60	
----- General Bond Retirement Fund	-----	-----	-----	-----
----- Park Fund	-----	-----	-----	-----
----- Recreation Fund	-----	-----	-----	-----
----- General, Current Expense Fund	-----	-----	-----	-----
----- Fund	-----	-----	-----	-----
-----	-----	-----	-----	-----
<b>TOTAL</b>		\$153,000	2.60	

**SCHEDULE B  
LEVIES OUTSIDE 10 MILL LIMITATION, EXCLUSIVE OF DEBT LEVIES**

FUND	Maximum Rate Authorized to be Levied	County Auditor's Estimate of Yield of Levy (Carry to Schedule A, Column II)
<b>GENERAL FUND:</b> Current Expense Levy authorized by voters on not to exceed <u>  </u> years. , _____  Current Expense Levy authorized by voters on not to exceed <u>          </u> years. , _____  <b>Total General Fund outside 10 m. Limitation.</b>		
<b>PARK FUND:</b> Levy authorized by voters on not to exceed <u>          </u> years. , _____		
<b>RECREATION FUND:</b> Levy authorized by voters on not to exceed <u>          </u> years. , _____		
<u>                          </u> <b>FUND:</b> Levy authorized by voters on not to exceed <u>          </u> years. , _____		
<u>                          </u> <b>FUND:</b> Levy authorized by voters on not to exceed <u>          </u> years. , _____		

*and be it further*

*RESOLVED, That the Clerk of this Council be, and he is hereby directed to certify a copy of this Resolution to the County Auditor of Said County.*

*Mr. \_\_\_\_\_ seconded the Resolution and the roll being called upon its adoption the vote resulted as follows:*

- Mr. \_\_\_\_\_,*

*Adopted the \_\_\_\_\_ day of \_\_\_\_\_, 2016.*

*Attest:*

\_\_\_\_\_  
*President of Council*

\_\_\_\_\_  
*Clerk of Council*

**CERTIFICATE OF COPY  
ORIGINAL ON FILE**

---

The State of Ohio, Pickaway County, ss.

I, \_\_\_\_\_, Clerk of the Council of the Village of Ashville, within and for said County, and in whose custody the Files and Records of said Council are required by the Laws of the State of Ohio to be kept, do hereby certify that the foregoing is taken and copied from the original

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now on file, that the foregoing has been compared by me with said original document, and that the same is a true and correct copy thereof.

WITNESS my signature, this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Clerk of Council

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- 
1. A copy of this Resolution must be certified to the County Auditor before the first day of October in each year, or at such later date as may be approved by the Board of Tax Appeals.
- 

No. \_\_\_\_\_

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**COUNCIL OF THE VILLAGE OF**

Ashville

Pickaway County, Ohio

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**RESOLUTION  
ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE  
BUDGET COMMISSION AND AUTHORIZING THE NECESSARY  
TAX LEVIES AND CERTIFYING THEM TO THE COUNTY AUDITOR.  
(Village Council)**

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Adopted \_\_\_\_\_, 2016.

\_\_\_\_\_  
Clerk of Council

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Filed \_\_\_\_\_, 2016.

Melissa A. Betz

County Auditor

By \_\_\_\_\_  
Deputy

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# RESOLUTION 14-2016

## OF THE VILLAGE OF ASHVILLE



**A RESOLUTION AUTHORIZING THE VILLAGE OF ASHVILLE PARTICIPATION IN THE DEVELOPMENT OF A NORTH GATE ALLIANCE CEDA FOUNDATION.**

**WHEREAS,** the Council of the Village of Ashville is concerned about the health and wellness of the residents of Ashville, Ohio; and

**WHEREAS,** the Council of the Village of Ashville is interested in increasing the number of community stakeholders in Ashville, Ohio; and

**WHEREAS,** the Council of the Village of Ashville is interested in expanding the funding opportunities in Ashville, Ohio.

**NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF ASHVILLE, OHIO:**

**SECTION ONE:** That the Village Council authorizes engaging South Bloomfield and Harrison Township in the development of a foundation through the process of a North Gate Alliance Foundation Steering Committee.

**SECTION TWO:** The Steering Committee will be comprised of a representative from each government entity.

**SECTION FOUR:** The purpose of the committee will be to develop Organizational Structure and By-laws.

**SECTION FIVE:** The Steering Committee will be evaluate a relationship with the Pickaway County Foundation.

**SECTION SIX:** Therefore, this resolution will take effect upon passage.

Offered by: Nelson R. Embrey

Seconded by: R. David Rainey

PASSED THIS 12<sup>th</sup> DAY OF SEPTEMBER, 2016

ATTEST:



April D. Grube, Clerk-Fiscal Officer

DATE: 9/22/16

APPROVED:



Charles K. Wise, Mayor

DATE: 15 SEP 16

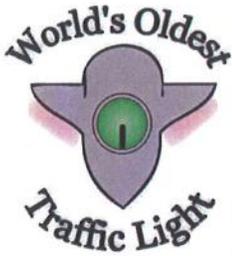
Prepared: 09/02/2016  
Revised Date:  
Review Date:

### CERTIFICATE OF RECORDING OFFICER

I, the undersigned, hereby certify, that the foregoing is a true and correct copy of the resolution adopted by the Village of Ashville Council held on 12<sup>th</sup> day of September 2016, and that I am duly authorized to execute this certificate.



\_\_\_\_\_  
(Original signature of April D. Grube) Clerk-Fiscal Officer  
(TITLE)



# RESOLUTION 15-2016

## OF THE VILLAGE OF ASHVILLE



A RESOLUTION AUTHORIZING THE MAYOR AND/OR VILLAGE ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH FIELDS EXCAVATING, INC. FOR CONSTRUCTION OF PART B OF THE WATER RESOURCE RECOVERY FACILITY, AND TO EXECUTE CONTRACTS AS REQUIRED.

WHEREAS, the Village of Ashville, Ohio is planning to make improvements to areas of Ashville,

WHEREAS, the improvement herein above described is considered to be a priority need for the community,

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

### SECTION ONE

The Mayor or Village Administrator is hereby authorized enter into an agreement with Fields Excavating, Inc. as the lowest and best bid, Bid Sheet Exhibit A and AECOM Recommendation Letter Exhibit B.

### SECTION TWO

The fund that will be used for the Water Resource Recovery Facility Project Part B is Wastewater Improvement Utility Distribution Systems (Sewer Plant Expansion) 5702-543-560-5003. The cost will be limited to the Bid Amount of \$1,489,605.15 Exhibit C, and any approved change orders that cannot exceed the OWPC and DEFA Agreement Amount of \$13,534,075.80 which includes Part A and \$500,000 Exhibit D.

### SECTION THREE

That is resolution shall take effect and be in force from and after the earliest period allowed by law.

Therefore, this resolution will take immediately upon its passage.

NOW, THEREFORE, be it resolved by the Village of Ashville Council

Offered by: Nelson R. Embrey

Seconded by: Randy S. Loveless

PASSED THIS 24<sup>th</sup> DAY OF OCTOBER, 2016

ATTEST:

April D. Grube, Clerk-Fiscal Officer

DATE: 10/25/16

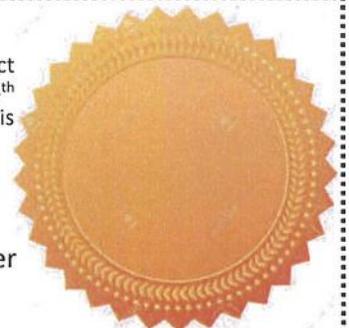
APPROVED:

Charles K. Wise, Mayor

DATE: 25 OCT 16

#### CERTIFICATE OF RECORDING OFFICER

I, the undersigned, hereby certify, that the foregoing is a true and correct copy of the resolution adopted by the Village of Ashville Council held on 24<sup>th</sup> day of October 2016, and that I am duly authorized to execute this certificate.



Prepared: 10/06/2016  
Revised Date:  
Review Date:

(Original signature of April D. Grube)

Clerk-Fiscal Officer  
(TITLE)



# RESOLUTION 16 - 2016

## OF THE VILLAGE OF ASHVILLE



A RESOLUTION APPROVING THE EXECUTION OF A FIRST AMENDMENT TO NORTHERN PICKAWAY COUNTY JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT AND FIRST AMENDMENT TO THE ANNEXATION MORATORIUM AGREEMENT WITH THE TOWNSHIP OF HARRISON AND THE CITY OF COLUMBUS

WHEREAS, pursuant to Ohio Revised Code ("R.C.") Sections 715.72 – 715.81 (the "JEDD Statutes"), the City of Columbus (the "City"), Harrison Township (the "Township") and the Village of Ashville (this "Village") executed a Joint Economic Development District Contract, executed as of August, 2007 (the "Original JEDD Contract"), creating the Northern Pickaway County Joint Economic Development District (the "JEDD"). The JEDD currently encompasses a portion of the Township (the "Original JEDD Area"); and

WHEREAS, pursuant to the Original JEDD Contract, the Board of Directors for the JEDD (the "JEDD Board") imposed a 2.50% tax on income withheld from employees working within the JEDD Territory and on net business profits situated in the Original JEDD Area; and

WHEREAS, NorthPoint Development, LLC ("NorthPoint") desires to develop a parcel of land for commercial purposes (the "Project" or "Project Area") at a site within the boundaries of the Township (the "JEDD Addition," which is further described on the attached Exhibit A and incorporated herein by this reference), provided that the appropriate economic development incentives are available to support the economic viability of the Project. The JEDD Addition is located outside of the Original JEDD Area. The Original JEDD Area and the JEDD Addition are referred to collectively here in as the "Expanded JEDD Area." The Expanded JEDD Area is depicted on Exhibit A hereto and incorporated herein by this reference; and

WHEREAS, the Village Council (this "Village Council") of this Village desires to add the JEDD Addition to the Original JEDD Area by executing a First Amendment to Northern Pickaway County Joint Economic Development Contract (the "First Amendment to JEDD Contract"), substantially in the form attached hereto as Exhibit B and incorporated herein by this reference; and

WHEREAS, this Village Council desires to enter into the First Amendment to JEDD Contract for the purpose of facilitating economic development, to create jobs and employment opportunities and to improve the economic welfare of the people in the City, the Township, this Village, Pickaway County (the "County"), and the State of Ohio (the "State") and anticipates that adding the JEDD Addition to the Original JEDD Area will bring economic development, jobs and revenue to this City, the Township, the County and the State; and

WHEREAS, the JEDD Addition meets all of the criteria set forth in R.C. Section 715.73; and

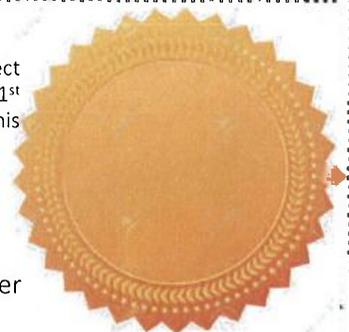
WHEREAS, this Village Council has authority to enter into the First Amendment to JEDD Contract pursuant to the JEDD Statutes; and

WHEREAS, pursuant to R.C. Sections 715.761, this Village Council has made available for public inspection a copy of the First Amendment to JEDD Contract, a description of the area to be added to the Original JEDD Area, and a map of the area to be added to the Original JEDD Area in sufficient detail to denote the specific boundaries of the area and to indicate any zoning restrictions applicable to the area; and

### CERTIFICATE OF RECORDING OFFICER

I, the undersigned, hereby certify, that the foregoing is a true and correct copy of the resolution adopted by the Village of Ashville Council held on 21<sup>st</sup> day of November 2016, and that I am duly authorized to execute this certificate.

Prepared: 09/23/2016  
Revised Date:  
Review Date:



Clerk-Fiscal Officer

(Original signature of April D. Grube)

(TITLE)

WHEREAS, pursuant to R.C. Sections 715.761 and 715.75, this Village Council has published a notice of public hearing in a newspaper of general circulation in this Village, certificates of which are attached hereto as Exhibit C; and

WHEREAS, NorthPoint, as the only owner of the JEDD Addition and the Developers as the only owners of a business located within the JEDD Addition, have filed property owner and business owner petitions pursuant to R.C. Section 715.761(C)(6), thus alleviating the need for this Village to give notice as would otherwise have been required under R.C. Section 715.76; and

WHEREAS, pursuant to R.C. Sections 715.761(B) and 715.75(C), this Village Council caused a copy of the First Amendment to JEDD Contract to be delivered to the Board of County Commissions of Pickaway County on \_\_\_\_\_, 2016; and

WHEREAS, pursuant to R.C. Sections 715.76 and 715.761, this Village Council has held a public hearing allowing for public comment and recommendations on the First Amendment to JEDD Contract and the JEDD; and

WHEREAS, pursuant to Ohio Revised Code ("R.C.") Section 709.192, the City, the Township and this Village executed the Harrison Township Annexation Moratorium Agreement (the "Original AMA") effective June 30, 2010. A copy of the Original AMA is attached hereto as Exhibit D and incorporated herein by this reference; and

WHEREAS, the Original AMA originally encompassed a portion of the Township (the "Original AMA Area"), commonly referred to as the Northern Industrial Area, as depicted on the map attached as Exhibit A to the Original AMA and attached hereto as Exhibit D and incorporated herein by this reference; and

WHEREAS, the City, the Township, this Village and the Developers desire to reaffirm that the Project Area is included in the Original AMA Area by executing the First Amendment to Harrison Township Annexation Moratorium Agreement attached hereto as Exhibit E. The Original AMA Area and the Project Area are referred to collectively here in as the "Reaffirmed AMA Area." The Reaffirmed AMA Area is depicted on Exhibit F hereto and incorporated herein by this reference

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL FOR THE VILLAGE OF ASHVILLE, PICKAWAY COUNTY, OHIO THAT:

SECTION 1. This Village Council hereby finds and determines that the terms of the First Amendment to JEDD Contract are in the best interests of this Village and its residents and will enhance economic development, create jobs and employment opportunities, and improve the economic welfare of the people in this Village, the Township, the City, the County, and the State.

SECTION 2. This Village Council hereby approves the execution of the First Amendment to JEDD Contract and the First Amendment to Harrison Township Annexation Moratorium Agreement, freely and without duress or coercion, and authorizes the Village Administrator to execute the First Amended JEDD Contract and the First Amendment to Harrison Township Annexation Moratorium Agreement on behalf of this Village substantially in the form attached hereto as Exhibit B and Exhibit E, with such non-material and/or non-adverse changes as may be deemed appropriate by the Village Administrator and one other member of this Village Council. Such execution on behalf of this Village shall constitute conclusive evidence of this Village Council's approval of any such changes. This Village Council further authorizes and directs the Village Administrator and one other member of this Village Council to take any further actions, and to execute and deliver any further agreements, certificates or documents that are necessary, reasonable or appropriate to carry out the purposes of the First Amended JEDD Contract and the First Amendment to Harrison Township Annexation Moratorium Agreement.

SECTION 3. This Village Council hereby authorizes and directs the Clerk of this Village Council to file with the Board of County Commissioners of Pickaway County, in conjunction with the City and Township, all documents required to be filed under R.C. Sections 715.76 and 715.761, including, without limitation, (i) a signed copy of the First Amendment to JEDD Contract, (ii) a description of the area to be added to the Original JEDD Area, including a map in sufficient detail to denote the specific boundaries of the area and to indicate any zoning restrictions applicable to the area, (iii) a certified copy of this Resolution, (iv) a certificate of this Village that the public hearings required by R.C. Sections 715.761 and R.C. 715.75 were held, the date of the hearings, and evidence of publication of the notice of the hearings, (v) the petition signed by the Authority as the only owner of the JEDD Addition and (vi) the petition signed by the Developers as the only owners of a business located within the JEDD Addition.

SECTION 4. This Village Council hereby consents, pursuant to R.C. Section 715.81, to the granting of tax exemptions in the Expanded JEDD Area, including but not limited to exemptions under R.C. Section 3735.67, notwithstanding anything to the contrary in the JEDD Agreement.

SECTION 5. It is hereby found and determined that all formal actions of this Village Council concerning and relating to the passage of this Resolution were taken in an open meeting of this Village Council, and that all deliberations of this Village Council and any decision making bodies of the City and Township that resulted in such formal actions were in meetings open to the public and in compliance with all legal requirements.

SECTION 6. This Resolution shall take effect and be in full force and effect immediately upon its adoption.

Offered by: Nelson R. Embrey

Seconded by: Todd M. Henson

The vote, upon its adoption resulted:

Rainey-Yes Embrey-Yes Garvine-Yes Henson-Yes Loveless-Approved Absence Sorvillo-Yes

PASSED THIS 21<sup>st</sup> DAY OF NOVEMBER, 2016

ATTEST:

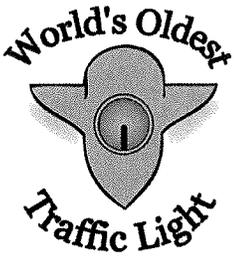
  
April D. Grube, Clerk-Fiscal Officer

DATE: 11/21/16

APPROVED:

  
Charles K. Wise, Mayor

DATE: 20/Nov/16



# RESOLUTION 17-2016

## OF THE VILLAGE OF ASHVILLE



A RESOLUTION AUTHORIZING SUPPLEMENTAL APPROPRIATIONS BETWEEN ACCOUNTS AND AMENDING ORDINANCE 2016-05, THE PERMANENT APPROPRIATIONS ORDINANCE FOR THE VILLAGE OF ASHVILLE, OHIO, AND DECLARING AN EMERGENCY.

WHEREAS, the Council of the Village of Ashville annually appropriates by ordinance funds to cover the expenses and obligations of the Village; and it becomes necessary on occasion to amend those appropriations,

NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF ASHVILLE, OHIO:

SECTION ONE: that the following supplemental appropriations are made in the indicated Fund:

Transfer to Fund:

Transfer from Fund:

Description	Number	Amount	Description	Number
Garbage & Trash Removal	1000-561-398-0000	\$17,000.00	Contingencies	1000-930-930-0000

Total \$17,000.00

Revenue Projection	\$340,710.12	Expense Projection	\$343,951.45
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Difference \$3,241.33 or < 1%

SECTION ONE: That this resolution is hereby declared to be an emergency measure necessary for the preservation of the public peace, health and safety of the Village and its inhabitants for the reason that there exists an imperative necessity for the earliest passage of this resolution to meet the fiscal obligations of the Village and will go into effect immediately upon its passage by Council.

Therefore, this resolution will take effect upon passage.

Offered by: Nelson R. Embrey

Seconded by: Todd M. Henson



PASSED THIS 21<sup>st</sup> DAY OF NOVEMBER, 2016

ATTEST:

April D. Grube, Clerk-Fiscal Officer

DATE: 11/21/16

APPROVED:

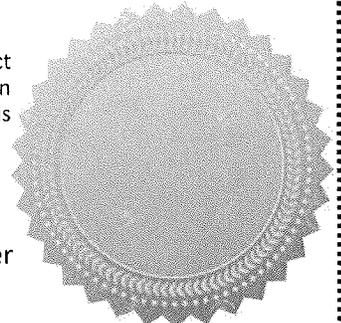
Charles K. Wise, Mayor

DATE: 28 Nov 16

Prepared: 11/16/2016  
Revised Date:  
Review Date:

### CERTIFICATE OF RECORDING OFFICER

I, the undersigned, hereby certify, that the foregoing is a true and correct copy of the resolution adopted by the Village of Ashville Council held on 21<sup>st</sup> day of November 2016, and that I am duly authorized to execute this certificate.



(Original signature of April D. Grube)

Clerk-Fiscal Officer  
(TITLE)



# RESOLUTION 18 - 2016

## OF THE VILLAGE OF ASHVILLE



A RESOLUTION AMENDING RESOLUTION 16-2016 A RESOLUTION FOR THE FIRST AMENDMENT TO NORTHERN PICKAWAY COUNTY JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT AND FIRST AMENDMENT TO THE ANNEXATION MORATORIUM AGREEMENT WITH THE TOWNSHIP OF HARRISON AND THE CITY OF COLUMBUS

WHEREAS, the section to Ohio Revised Code ("R.C.") were revised and Resolution 16-2016 referenced the prior R.C. Sections.

SECTION 1. The table below reflects the new R.C. Section (s) for Resolution 16-2016:

Paragraph(¶)or Section(§)	Section (s)	Revised Section (s)
¶ 1	715.72-715.81	715.70 – 72
¶ 6	715.73	715.72
¶ 8	715.761	715.72(L)(2)
¶ 9	715.761 & 715.75	715.72(I)(1)
¶ 10	715.761(C)(6)	715.72(L)(3)
¶ 10	715.76	715.72(J)
¶ 11	715.761(B) & 715.75(C)	Repealed by 131 <sup>st</sup> General Assembly File No. TBD, HB 182, §2, eff. 9/13/16.
¶ 12	715.76 & 715.761	715.72(L)(2)
¶ 13	709.192	709.192
§ Three	715.76 & 715.761	715.72(O)
§ Three	715.761 & 715.75	715.72(L)(@)
§ Three	715.81	715.72(U)
§ Four	3735.67	3735.67

SECTION 2. Delete Paragraph 11 of Resolution 16-2016 R.C. Repeal of Sections, see table.

SECTION 3. This Resolution shall take effect and be in full force and effect immediately upon its adoption.

Offered by: Nelson R. Embrey

Seconded by: Todd M. Henson

The vote, upon its adoption resulted:

Rainey - Yes Embrey - Yes Garvine - Yes Henson - Yes Loveless - Yes Sorvillo - Yes

PASSED THIS 19<sup>th</sup> DAY OF DECEMBER, 2016

ATTEST:

April D. Grube, Clerk-Fiscal Officer

DATE: 12/19/16

APPROVED:

Charles K. Wise, Mayor

DATE: 21 DEC 16

### CERTIFICATE OF RECORDING OFFICER

I, the undersigned, hereby certify, that the foregoing is a true and correct copy of the resolution adopted by the Village of Ashville Council held on 19<sup>th</sup> day of December 2016, and that I am duly authorized to execute this certificate.

Prepared: 12/13/2016  
Revised Date:  
Review Date:

Clerk-Fiscal Officer

(Original signature of April D. Grube)

(TITLE)

