

RESOLUTION NO. 24-84
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMAN Charles Taylor ON THE 30th
DAY OF April, 1984.

A RESOLUTION ACCEPTING THE BID OF T.d.M. Construction
Company, Inc. TO SUPPLY Road
Improvements in the City of Centerville during 1984
TO THE CITY OF CENTERVILLE AND TO AUTHORIZE THE CITY
MANAGER TO ENTER INTO A CONTRACT IN CONNECTION THEREWITH.

WHEREAS, the City advertised for bidders for road improvements
in the City of Centerville during 1984 for the City of
Centerville, pursuant to specifications prepared by the City; and

WHEREAS, T.d.M. Construction Company, Inc. was the lowest and
best bidder;

NOW, THEREFORE, BE IT RESOLVED BY THE MUNICIPALITY OF
CENTERVILLE THAT:

Section 1. The bid of T.d.M. Construction Company, Inc.
marked Exhibit "A" attached hereto and made a part hereof is hereby accepted
and the City Manager is hereby authorized and directed to enter into any
necessary contract to evidence acceptance of said bid and to make payment
pursuant thereto.

Passed this 30th day of April, 1984.

Shirley F. Hawks
Mayor, City of Centerville, Ohio

ATTEST:

Maureen J. Sauls
Clerk of the Council of the
City of Centerville, Ohio

CERTIFICATE

The undersigned, Clerk of the Council of the City of Centerville,
Ohio, hereby certifies that the foregoing is a true and correct copy of
Resolution Number 24-84 passed by the Council of the City of Centerville,
Ohio, on the 30th day of April, 1984.

Maureen J. Sauls
Clerk of the Council

Approved as to form, consistency
with the Charter and Constitutional Provisions.
Department of Law
Robert N. Farquhar
Municipal Attorney

1984

ROAD IMPROVEMENT

PROGRAM

ASPHALT & CONCRETE

STREETS

C O N T E N T S

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LEGAL ADVERTISEMENT

Sealed Proposals properly endorsed "City of Centerville - Road Improvements 1984" will be received by the City of Centerville, 100 West Spring Valley Road, Centerville, Ohio 45459, until 10:00 A.M. on April 19, 1984, and at that time and place, publicly opened and read.

The work for which proposals are invited consists of furnishing all labor and materials for application of 404 blacktop (1,500 tons), removal and replacement of defective concrete pavement (3,200 sq. yds.), slurry seal application (20,000 sq. yds.), curb replacement (1,000 lin. ft.), removal and replacement of defective asphalt pavement (1,500 sq. yds.) and other miscellaneous work.

Plans and specifications may be examined at the office of the City Manager or the City Engineer. The deposit for each set of Contract Documents will be \$10.00. The money paid for Contract Documents is refundable if plans are returned in good condition within fourteen (14) days of bid award. Chapter 4115, Wage and Hours on Public Works of the Ohio Revised Code, applies.

The City reserves the right to accept or reject any or all proposals; to waive any informalities in the bidding; and to enter into a contract with the bidder who, in the City's opinion, offered the lowest and best Proposal.

BIDDING INSTRUCTIONS

1. Proposals pertaining to street improvements for the City of Centerville, Montgomery County, Ohio, must be made in accordance with the following directions and submitted on the Proposal Sheet furnished by the City.
2. Proposals shall be enclosed in an opaque envelope. The words "City of Centerville, Road Improvements 1984" and the name of the bidder shall be clearly marked on the envelope, which shall be addressed to the City Manager, 100 West Spring Valley Road, Centerville, Ohio 45459.
3. Proposals shall state prices in figures, unit price and lump sum price, where applicable. Proposals shall exclude sales taxes and shall be signed personally by the bidder, or by a duly authorized officer for a corporation, and shall give the bidder's business address and telephone number. The "*Total Project*" price is binding, unless a *written Change Order is provided by the City Engineer*. The intent of this sentence is to point out that it is the Bidder's duty to keep a running check of the quantity of work he performed. If, toward the end of the contract, it is established that the total sum owed to him (using the total different unit prices) will be more than the amount called for in the original contract, then a written Change Order has to be obtained. This is to assure that the budgeted amount only will be used for the entire project and no overruns can occur without previous notice to the City.
4. Proposals are to be submitted with the understanding that the work herein specified is to be included in its entirety. Preference will be given to bidders intending to do all items in Bid Proposal. They will then be responsible for coordination, scheduling, etc. of all operations, but shall submit to the City Engineer a Plan of Action, detailing the approximate dates when work on certain streets will be done.

If interested contractors intend to bid on a major group of items (as for instance, slurry seal application or blacktop resurfacing) only, then consideration to such bids will also be given, but only if a determination is made that the entire scope of improvements is covered by individual proposals.

Bids from contractors proposing to use alternate methods (as for instance, use of re-cycled blacktop materials) are welcomed and will be given serious consideration if clearly described and found to be advantageous. They are subject to the terms and requirements of the General Conditions.

5. Time of Completion:
 - (a) Work related to blacktop resurfacing to be started not earlier than May 1, 1984 and to be completed not later than July 15, 1984. (Items 1, 2, 3, 4, 9, 10, 11, 12, 13, 14, 16 & 17 in Proposal).
 - (b) Work related to concrete road repair to be started not earlier than May 1, 1983 and to be completed not later than July 15, 1984. (Items 5, 6, 7, 14, 15, 16 & 17).
 - (c) Slurry seal Item #8 is to be done after item #4. It has to be completed before July 15, 1984. Contractors to coordinate time schedules.
 - (d) Completion of all other items on Bid Proposal not covered under (a), (b) and (c): must be done by July 15, 1984.

15. Application of tack coat to be made immediately prior to resurfacing. Tack coat shall not be applied more than 30 minutes before actual work starts at any specific location.
16. Initial notice of street improvement program will take place 48 hours in advance of start of work. The City will authorize work to proceed.
17. Weeds, grass, roots and other objectionable material shall be removed from streets to be resurfaced prior to commencement of work. This preparation of surface is the sole responsibility of the contractor.
18. All specifications of ODOT (1983 Edition) relating to road resurfacing apply.
19. Prevailing Wage Laws are applicable.
20. A list of Centerville streets to be resurfaced within the Road Maintenance Program, 1984 is attached.
21. The new blacktop layer will, by necessity and in order to create a smooth new surface, be an average of 1" thick. The contractor is to make sure, however, that no spots or areas are entirely left out from resurfacing. In no case should there be places where the old surface is "showing through" or left exposed.
22. The resurfacing will extend across the gutter, to the curb, in some streets. In other locations the gutter will be left exposed. The Engineering Department will give directions in the field which method to use.
23. The City has five (5) signs "City of Centerville Improvement Project". It is the responsibility of the contractor to place such signs at a prominent location in the vicinity of the resurfacing project. The contractor shall return said signs to the City upon project completion in the same condition as furnished to him. (See #43d).
24. Examination of Site: Bidders are required to satisfy themselves by personal examination at the site of work and by examination and study of the Contract Documents as to the conditions existing and the difficulties likely to be encountered in the construction of the work.

The Contractor will accept full responsibility for all conditions or difficulties that may be encountered in the execution of the work; no plea of ignorance of conditions may be entered at any time. The Contractor will be required to fulfill in every way all the requirements of the contract. No claim for extra compensation or for an extension of time will be accepted based on the failure of the Contractor to make field examinations and investigations, or for omissions made because of lack of familiarization with the Contract Documents.
25. Sub-surface Conditions: Bidding will be construed as a Statement of Knowledge of sub-surface conditions. Since the removal of deteriorating asphalt and concrete in the roadways may reveal additional items to be corrected before restoration begins, the Contractor shall notify the Engineer of any unusual circumstances as soon as they become apparent. The Engineer will then indicate what additional work must be done (if any), and may authorize such work.

31. Contractor's Affidavit for Final Payment: As a requisite for payment, the Contractor will be required to sign the Contractor's Affidavit on the form attached herein, and have the same properly notarized.
32. Change in Bond Requirements: If, at any time after execution and approval of this Contract and the Performance Bond required by the Contract Documents, the City of Centerville shall deem any of the sureties upon such bond to be unsatisfactory or if, for any reason, such bond shall cease to be adequate security for the City of Centerville, the Contractor shall within five days after notice of the City of Centerville to do so, furnish a new or additional bond, in form, sum and signed by such sureties as shall be satisfactory to the City of Centerville. No further payment shall be deemed due nor made to the Contractor unless and until such new or additional bond shall be furnished and approved.
33. Start of Work: The successful bidder upon any improvement should not begin work under any circumstances before entrance into the written Contract with the City and furnishing surety bond in accordance with the laws of Ohio applicable to executing and entering into such contracts.
34. Liability Insurance: The Contractor shall procure and furnish satisfactory evidence that he is keeping in full force and effect during the term of this contract a Liability Insurance policy containing a Contractual Liability Coverage Endorsement covering his operations and his assumed liability with the City of Centerville, Ohio, as the Insured, providing protection against claims arising out of the performance of this Contract, or in any way connected therewith, in an amount of Two Hundred Fifty Thousand Dollars (\$250,000) for any one person injured in any accident and with a total liability of Five Hundred Thousand Dollars (\$500,000) for all persons injured in any one accident, and the amount of Two Hundred Fifty Thousand Dollars (\$250,000) for each accident as compensation for damage caused to property of others. In addition to furnishing the insurance coverage above described, the Contractor shall produce satisfactory evidence to the City before starting any work under this contract that all of his employees are protected by Workman's Compensation under and in accordance with the laws of the State of Ohio, and shall make all premium payments promptly so as to maintain such protection in full force and effect during the term of the Contract.
35. Work Guarantee: The Contractor shall also guarantee all work for a period of one (1) year from the date set forth in the certificate of completion against defects resulting from the use of inferior materials, equipment or workmanship. Ten percent of the contract amount will be held by the City from the final payment as Guarantee Bond. The Contractor will be required during the life of this guarantee to make all repairs or changes in the guaranteed work, which in the opinion of the Engineer, are necessary as the result of the use of materials, equipment or workmanship which are inferior, defective or not in accordance with the terms of the contract. The contractor shall promptly, upon receipt of notice from the City, remove and replace all unsatisfactory work with suitable material and equipment. An inspection of the entire job will be made eleven (11) months after the last and final payment and if no corrections are needed, then the 10% retainer becomes payable at the end of the twelve (12) months from said final payment.

44. If contractor chooses to work on weekends, holidays, before or after hours, he shall so notify the City 48 hours in advance. Unless compelling reasons exist, permission for such work will be given, providing that the contractor contribute \$22.50 per hour for the Inspector's overtime. Only overtime work will be charged for. Inspections during regular weekday working hours do not require payment of any fee.
45. Concrete repair work shall be done expeditiously and at no time shall concrete panels or areas be removed (or prepared for removal by a concrete breaker) longer than one week in advance of the actual restoration work, not shall the entire process of removal, repair and restoration of normal traffic flow take more than two weeks.
46. Completion time will be modified for reasons beyond the control of the contractor, as for instance in the case of an extraordinary high number of "rain days".
47. In the "Invitation to Bid" it is mentioned that separate bids for major groups might be acceptable. In order to facilitate the evaluation of the proposals, it is being suggested that "Blacktop Resurfacing" include the following reference numbers on the Proposal Sheet: 1, 2, 3, 4, 9, 10, 11, 12, 13, 14, 16 & 17. "Repair of Concrete Roadways" should include 5, 6, 7, 14, 15, 16 & 17. "Slurry Seal" should include 8. Other combinations will also be taken into account if warranted. Bids using alternate methods (e.g. recycled materials) are welcomed and will be given due consideration.
48. In the Proposal Sheet, under #6, reference is made to "304 crushed limestone base". This is the proper description and bidders shall figure #304 quantities using limestone and not the other generally accepted materials outlined in the ODOT Specifications.

In case of discrepancy between Unit Prices and Total of Bid based on Estimated Quantities, the Unit Prices will govern.

The above Estimated Quantities are approximate and will be used in the comparison of the bids only. The quantities are not guaranteed and payment will be based on the actual quantities placed or constructed in accordance with the Drawings and Specifications.

The Bidder agrees to complete the work as called for in Bidding Instructions under #5.

The Bidder acknowledges receipt of Addendum No. _____ to this Contract.

If the foregoing Proposal shall be accepted by the City of Centerville and the undersigned shall fail to execute a satisfactory contract, as stated in the Instructions to Bidders, attached hereto, then the Owner may, at their option, determine that the undersigned has abandoned the Contract and thereupon his Proposal shall be null and void and the bond or certified check accompanying this Proposal, or the amount of such check, shall be forfeited to and become the property of the Owner; otherwise, the bond or certified check accompanying this Proposal, or the amount of such check, will be returned to the undersigned.

Attached hereto is a bond or certified check on Bond
_____ Bank of _____

for the sum of 5% _____ (\$ 214,812.50)
Dollars, in accordance with the terms of the Instructions to Bidders.

The full name and residence of all persons and parties interested in the foregoing bid as principals are as follows:

Name	Address
<u>FRANC HENSON PARSONS</u>	<u>Dayton Ohio</u>
_____	_____
_____	_____
_____	_____

Signature of Bidder Tommy Potts Sec-Treas

Business Address of Bidder 5631 King Arthur Dr. Centerville, OH.
45429

Dated at Centerville, Ohio

the 19th day of April, 1984.

The Bidder is required to state in detail below what work of a character similar to that included in the proposed Contract he has done and to give references and such other information as will enable the Owner to judge of his responsibility, experience, skill, business and financial standing.

EXPERIENCE STATEMENT

City of Centerville

City of Oakwood

City of Xenia

City of West Carrollton

City of Dayton

City of Fairborn

City of Kettering

City of Vandalia

PROPOSAL

To the City of Centerville for the construction of "City of Centerville"- Road Improvements 1984

The signer of this Proposal as bidder declares that he has examined the annexed Specifications and Form of Contract the Advertisement, the Instructions to Bidders, the General Conditions, the Supplemental General Conditions, the Special Conditions, and the Technical Specifications, the Plans and the site of the work, as applicable, and that he will contract to do all the work and furnish all the materials called for by said Plans and Specifications, in the manner and on the conditions required for the following prices, to-wit:

Time of Completion: See Bidding Instructions

PROPOSAL

REF. NO.	ITEM NO.	EST. QTY.	DESCRIPTION	UNIT	PRICE	TOTAL (SUM OF MATERIAL AND LABOR)	TOTAL PRICE
				MATERIAL	LABOR		
1.	404	1,000 Tons	Asphalt Concrete 1" Application	21.00	6.30	27.30	27,300.
2.	404	500 Tons	Asphalt Concrete (leveling course locations and thickness designated by Engineer) including roadside cleanup (eradication of grass and vegetation of streets to be resurfaced. See bidding instructions item # 17	21.00	6.30	27.30	13,650
3.	407	2,000 Gal	Tack Coat (RS-2, 0.2 gallon per square yard	1.00	0.55	1.55	3,100
4.	203,304 402,408	1,500 Sq. Yds.	Excavate, dispose and replace defective asphalt pavement areas (6" deep including pavement cutting and replacement of same, see attached drawing).	7.50	6.50	14.00	21,000.
5.		2,500 L. F.	Sawcut existing 6" concrete pavement for subsequent removal of defective areas.	-	0.75	0.75	1,875.00
						Total this page	66,925.00

PROPOSAL T.d.M. CONST.CO., INC.

REF. NO.	ITEM NO.	EST. QTY.	DESCRIPTION	UNIT PRICE		TOTAL (SUM OF MATERIAL AND LABOR)	TOTAL PRICE
				MATERIAL	LABOR		

Continued

6.	203 304 452	3,200 Sq.Yds.	Excavate to suitable sub-base, dispose defective concrete pavement areas and replace with 4" of 304 crushed limestone base and 6" of concrete, 4000 PSI.	9.25	20.30	29.55	94,560.00
7.	203 310	1,300 Tons	Sub-base excavation and dispose, #2 stone in place (as designated by City Engineer)	5.80	1.00	6.80	8,840.00
8.	ODOT Special Provision	20,000 Sq. Yds.	Slurry Seal, Type II Aggergate 15 lb. quick set (including initial eradication of vegetation and cleanup.	0.50	0.26	0.76	15,200.00
9.	503 609	1,000 L. F.	Excavate, dispose and replace defective concrete curb and gutter, restore distrubed areas and re-sod (see attached drawings).	3.50	9.50	13.00	13,000
10.	503 604	4 each	Repair catch basins-includes adjusting frames, sealing cracks and mortar finish with concrete	25.00	100.00	125.00	500.00
11.	203 304 452	175 Sq. Yds.	Excavate, dispose and replace with 6" of concrete, 4000 PSI, driveway approaches for transition with new curb to go in on S. Main st.	9.13	20.37	29.50	5,162.50
pgs 13						Total this page	137,262.50

PROPOSAL

REF. NO.	ITEM NO.	EST. QTY.	DESCRIPTION	UNIT PRICE		TOTAL (SUM OF MATERIAL AND LABOR)	TOTAL PRICE
				MATERIAL	LABOR		
(Continued)							
12.	503 604	15 each	Adjust Manholes	25.00	75.00	100.00	1,500.00
13.	503 604	25 each	Adjust Water Valves	10.00	65.00	75.00	1,875.00
14.	603 605 707.15	600 L. F.	Install 4" plastic Polyethylene underdrain pipe (location designated by City Engineer (See attached drawings).	1.20	4.80	6.00	3,600.00
15.		100 L. F.	Install 6" galvanized steel pipe (perforated or unperforated).	2.00	5.00	7.00	700.00
16.	614	LUMP SUM	Maintain Traffic (See attached detail drawing)	-	-	1,000.00	1,000.
17.		LUMP SUM	Miscellaneous				\$ 2,000.00
						Total this page including Miscellaneous	10,675.00
						Total Page #1	66,925.00
						Total Page #2	137,262.50
						GRAND TOTAL	214,862.50

CONTRACTOR'S AFFIDAVIT

Final Estimate

STATE OF _____)

CITY OF Centerville)

ss.

The undersigned, _____

hereby represents that on _____ ^{he}_{it} was awarded

a contract by _____

hereinafter called the Owner, to _____

_____, in accordance with the terms and conditions as specified _____; and the undersigned further represents that the subject work has now been accomplished and the said contract has now been completed.

The undersigned hereby warrants and certifies that all of his (its) indebtedness arising by reason of the said contract has been fully paid or satisfactorily secured; and that all claims from sub-contractors and others for labor and material used in accomplishing the said project, as well as all other claims arising from the performance of the said contract, have been fully paid or satisfactorily settled. The undersigned further agrees that, if any such claim should hereafter arise, he (it) shall assume responsibility for the same immediately upon request to do so by the Owner.

The undersigned, for a valuable consideration, the receipt of which is hereby acknowledged, does further hereby waive, release and relinquish any and all claims or right of lien which the undersigned now has or may hereafter acquire upon the subject premises for labor and material used in accomplishing said project owned by the Owner.

This affidavit is freely and voluntarily given with full knowledge of the facts, on this _____ day of _____, A. D. 19__.

Sworn to before me & subscribed in my presence this _____ day of _____, 19__.

Contractor

Notary Public in and for _____
County,

By _____

Title

CONTRACTOR'S AFFIDAVIT

Current Estimates

STATE OF _____)

CITY OF _____ Centerville)

ss.

The undersigned, _____

hereinafter called the Contractor, hereby represents that on _____

_____ ^{he}_{it} was awarded a Contract by the City of Centerville

_____, hereinafter called the Owner, to do the work contained in

"Street Improvement Program 1984", in accordance with the terms and conditions as specified _____; and the undersigned further represents that all progress payments heretofore received from the Owner on account of The Work have been applied by the Contractor to discharge in full all of the Contractor's obligations incurred in connection with The Work covered by all prior Estimates.

This affidavit is freely and voluntarily given with full knowledge of

the facts, on this _____ day of _____, A. D. 19__.

Contractor

By _____

Title

Subscribed and sworn to before me this _____ day of

_____, in the year of our Lord, 19__.

Notary Public

My Commission Expires _____

CERTIFICATION OF FISCAL OFFICER

The undersigned, as _____ of
_____ hereby certifies that
funds sufficient to meet the requirements of this Contract have been
lawfully appropriated for such purpose and are in the treasury, or in the
process of collection.

By _____
Title

P R O P O S A L B O N D

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

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned, T.D.M. Construction Co., Inc. as principals, and Ohio Farmers Insurance Co. as surety, are held and firmly bound unto the City of Centerville, Ohio in the penal sum of 5% (five percent) of bid (\$ 5%) Dollars, for the payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed this 19th day of April, 1984.

THE CONDITION OF THIS OBLIGATION is such that if the foregoing proposal is accepted and the contract awarded to the above-mentioned bidder, T.D.M. Construction Co., Inc., and the said bidder shall, within ten (10) days after the award of said work, enter into a contract in writing, in conformity with the Form of Contract incorporated in the Contract Documents, and shall furnish a Performance Bond in triplicate, with surety or sureties, to be approved by the Owner, for the faithful performance of said Contract, this obligation shall be void, otherwise the same shall be in full force and virtue in law.

T.D.M. Construction Co., Inc.

Ohio Farmers Insurance Co.

By: Tommy Potts

By: G. [Signature]

Sec-Treas
(Principal)

(Surety)

Note: All Certified Checks and Surety Bonds offered as surety shall be made payable to the: City of Centerville.

Ohio Farmers Insurance Co.

Westfield Center, Ohio

Know All Men by These Presents, That OHIO FARMERS INSURANCE COMPANY, a corporation duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, does by these presents make, constitute and appoint
J. A. Lent, Ella B. Jones, and G. Dale Derr, jointly or severally

of Dayton and State of Ohio 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 the Company thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the 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 resolutions adopted by the Board of Directors of the Ohio Farmers Insurance Company:

"Be It Resolved, that the President, any Vice-President, any Secretary or any Assistant Secretary 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:

"Section 1. Attorney-in-Fact. 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." (Adopted at a meeting held on the 3rd day of July, 1957.)

"Be It Resolved, that the power and authority to appoint Attorney(s)-in-Fact granted to certain officers by a resolution of this Board on the 3rd day of July, 1957, is hereby also granted to any Assistant Vice-President." (Adopted at a meeting held on the 13th day of July, 1976.)

This power of attorney and certificate is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Ohio Farmers Insurance Company at a meeting duly called and held on the 9th day of June, 1970:

BE IT RESOLVED, that the signature of any authorized officer 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.

In Witness Whereof, OHIO FARMERS INSURANCE COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed this 19th day of December, A.D., 19 80.

{ Corporate Seal Affixed }



OHIO FARMERS INSURANCE COMPANY

By R. M. McGhee
R. M. McGhee

Vice President

State of Ohio }
County of Medina } ss.:

On this 19th day of December, A.D., 19 80, before me personally came R. M. McGhee

to me known, who, being by me duly sworn, did depose and say, that he resides in Westfield Center; that he is Vice President of OHIO FARMERS INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.

{ Notarial Seal Affixed }



Robert Wavrek

Notary Public

CERTIFICATE

My Commission Does Not Expire
Sec. 147.03 Ohio Revised Code

State of Ohio }
County of Medina } ss.:

I, David S. Smith, Jr., Assistant Secretary of the 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 Company, which is still in full force and effect; and furthermore, the resolutions of the Board 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 seal of said Company at Westfield Center, Ohio, this 19th day of April, A.D. 19 84

BD 5410 B



David S. Smith, Jr.
David S. Smith, Jr., Assistant Secretary

CONTRACT

Between the City of Centerville, Ohio, of the first part, and _____

Contractor, of the second part, for the _____

This Agreement, made and entered into this _____ day of _____
19____, by and between the City of Centerville, Ohio, of the first part,
and _____
of the second part;

Witnesseth: That the par__ of the second part ha__ agreed, and by these
presents do__ agree, with the said party of the first part, for the unit prices
of \$ _____

_____, stated in the bid proposal of _____ 19____,
and as advertised _____ 19____ and, to furnish, at his own cost
and expense all the necessary materials, labor, and equipment of every description,
and to carry out in good, firm and substantial manner, the improvement of _____

an accordance with the Legal Notice, Instructions to Bidders, Specifications,
General Conditions and Drawings for this Contract herein set forth, subject to
such changes as may be made and agreed upon.

The provisions contained in the Legal Notice, Instructions to Bidders,
Specifications, General Conditions, and Drawings for this work are hereby
embodied in this Contract, as though fully stated herein.

A performance bond in the amount of 100 % of the contract price shall be
posted at the time of signing this Contract, as stipulated in the Legal Notice and
General Conditions.

All work under this Contract shall be completed and submitted for final
acceptance no later than _____ 19____.

In witness whereof, the City of Centerville has caused its name and corporate
seal to be affixed by the Manager of said City; and said party of the second part
set _____ hand and seal on the day and year aforesaid.

Witnesses:

City of Centerville
By _____
City Manager

Contractor
By _____

Title

Address

DELINQUENT PERSONAL PROPERTY TAXES

The successful bidder will be required to complete & sign this document. This is a SAMPLE ONLY

TO: Director of Finance, City of Centerville, Ohio

I submitted a bid to the City of Centerville on _____, 19____, and having been awarded the contract described as "City of Centerville - Road Improvements 1984"

(insert contract number, or a brief description of the work or service to be performed) submit statement to comply with the requirement of Section 5719.042, Ohio Revised Code.

NOTE: If paragraph No. 1 below is applicable, the bidder should sign in the space provided at the end of the paragraph, and then cross out paragraph No. 2.

If paragraph No. 2 below is applicable, the bidder should insert the requested information, and then cross out paragraph No. 1.

No. 1. At the time I submitted my bid I was not charged with any delinquent personal property taxes on the general tax list of Montgomery County, Ohio.

NAME OF FIRM

SIGNATURE OF OFFICER (Title)

No. 2. At the time I submitted my bid I was charged with delinquent personal property taxes, penalties and interest as follows:

\$ _____ Delinquent Taxes
\$ _____ Penalties
\$ _____ Interest

NAME OF FIRM

SIGNATURE OF OFFICER (Title)

State of Ohio)
County of Montgomery) SS:

_____, being first duly sworn, says that the statements made above are true as he/she verily believes.

Sworn to before me and subscribed in my presence this _____ day of _____, 19____.

Notary Public