



CONSTRUCTION CONTRACT – MAYOR’S EMERGENCY (TYPE A)

PROJECT NAME: Dublin Road Erosion Repair
DEPARTMENT NAME: Public Service
DIRECTOR: Jennifer Gallagher
PROJECT NUMBER: 531053-100000

Contractor: Double Z Construction Company

Address: 2550 Harrison Road, Columbus, Ohio 43204

Contact Name: Dave Guzzo, President

Phone Number: (614) 274-2700 x410

Email: daveguzzo@doublez.co

SECTION 1 - GENERAL

This Contract, authorized as a Mayor’s Emergency, pursuant to Columbus City Code Section 329.15, entered into on this day the 12th of March, 2021 by and between the City of Columbus, Ohio, acting through the Director of Public Service, hereinafter designated “City”, and Double Z Construction Company located at 2550 Harrison Road, Columbus, Ohio 43204, hereinafter designated “Contractor”. Attached as Exhibit A is the Mayor’s Emergency Letter of Approval.

WITNESSETH: That the parties to these presents, each in consideration of the undertaking, promised and agreements on the part of the other herein contained have undertaken, promised and agreed to, do hereby undertake, promise and agree, the City itself, its successors and assigns, and the Contractor for itself and its heirs, executors, administrators, successors and assigns, as follows:

SECTION 2 – SCOPE OF WORK

The scope of work includes the repair of roadway erosion on Dublin Road (US-33) along the bank of the Scioto River. The work includes the construction of gabion baskets to stabilize the bank and other such work as may be necessary to complete the contract, in accordance with the drawings, technical specifications, plans at 1878 Drawer A and City of Columbus Construction and Material Specifications.

SECTION 3 – PAYMENT FOR SERVICES

The maximum amount to be paid under the purchase order associated with this Contract shall not exceed \$76,542.00 (the “Contract Sum”) unless and until all of the following occur: the contract is modified in writing, additional funds have been appropriated by City Council or approved by the Mayor pursuant to Columbus City Code Section 329.15, the availability of such funds has been certified by the City Auditor and the form thereof has been approved by the City Attorney.

Contractor, in consideration of the sum herein specified to be paid by the City to the Contractor, shall and will at its own cost and expense furnish all the labor, materials, tools and equipment for:

Project Name:	Dublin Road Erosion Repair
Department/Division:	Public Service/Division of Design and Construction
Section and/or Office:	Office of Support Services
C.I.P. No.:	531053-100000

in accordance with the most recent edition of the City of Columbus Construction and Materials Specifications, including published supplemental specifications; the project’s Technical Specifications; the Special Provisions; the Bond(s); standard drawings, if applicable; standard

specifications, if applicable; the project drawings; and change orders, if applicable, all of which are hereby made a part of this Contract and incorporated by reference as if attached, and all of said work to be fully completed to the satisfaction of the City by the time set forth in the contract.

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

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

SECTION 4 – SCHEDULE OF ITEMS

Group No.	Group Name	Ref. No.	Item No.	DESCRIPTION	UNITS	QUANTITY	UNIT COST	TOTAL
100	RETAINING WALL	1	201	CLEARING AND GRUBBING	LS	1.00	\$1,000.00	\$1,000.00
100	RETAINING WALL	2	503	UNCLASSIFIED EXCAVATION	LS	1.00	\$8,000.00	\$8,000.00
100	RETAINING WALL	3	601	DUMPED ROCK FILL, TYPE D	CY	2.00	\$500.00	\$1,000.00
100	RETAINING WALL	4	601	CRUSHED AGGREGATE SLOPE PROTECTION, AS PER PLAN	CY	3.00	\$400.00	\$1,200.00
100	RETAINING WALL	5	601	GEOTEXTILE FABRIC, 712.09, TYPE B	SY	25.00	\$65.00	\$1,625.00
100	RETAINING WALL	6	617	COMPACTED AGGREGATE	CY	2.00	\$500.00	\$1,000.00
100	RETAINING WALL	7	838	GABIONS	CY	24.00	\$750.00	\$18,000.00
200	ROADWAY	8	209	LINEAR GRADING	LF	200.00	\$5.00	\$1,000.00
200	ROADWAY	9	606	GUARDRAIL, TYPE MGS , AS PER PLAN	LF	200.00	\$35.00	\$7,000.00
300	SWPPP	10	207	INLET PROTECTION	EA	2.00	\$200.00	\$400.00
300	SWPPP	11	207	PERIMETER FILTER FABRIC FENCE	LF	200.00	\$3.00	\$600.00
400	INCIDENTALS	12	614	LAW ENFORCEMENT OFFICER (LEO) WITH PATROL CAR, AS PER PLAN	HOUR	16.00	\$60.00	\$960.00
400	INCIDENTALS	13	614	MAINTAINING TRAFFIC	LS	1.00	\$9,000.00	\$9,000.00
400	INCIDENTALS	14	623	CONSTRUCTION LAYOUT STAKES AND SURVEYING	LS	1.00	\$3,000.00	\$3,000.00
400	INCIDENTALS	15	624	MOBILIZATION	LS	1.00	\$10,000.00	\$10,000.00
1000	Force Account	16		CONTINGENCY (20%)	PCT	1.00	\$12,757.00	\$12,757.00
GRAND TOTAL:								\$76,542.00

SECTION 5 – CONTRACT COMPLETION

All work shall be substantially complete within 37 calendar days of the issuance of the Notice to Proceed.

SECTION 6 – WATER OR SEWER CONTRACTOR TAPPERS LICENSE

Pursuant to Columbus City Code Sections 1103.06 and 1131.01, it is unlawful for any person to perform any work on the City of Columbus water line system and appurtenances (including fire hydrants and water services up to the meter setting) or engage in sewer tapping, sewer building, or to open any sewer in any street, alley or any public or private place or rehabilitation of any sewer or appurtenances (including manholes, inlets, and service laterals) in the City of Columbus without first securing a license to engage in such business.

This project DOES DOES NOT INCLUDE WORK ON A WATER OR SEWER LINE

The license must be in “active” status at the time of Work. The list of contractors with an “active” license can be found at <http://www.columbus.gov/Templates/Detail.aspx?id=65062>.

If the project does include work on a water or sewer line, in the spaces below, indicate if the (sub)contractor will perform water or sewer line work (or both) and the name of the (sub)contractor who will perform work on the water or sewer line.

Water or Sewer	Business Name
Water or Sewer	Business Name
Water or Sewer	Business Name

SECTION 7 – EXECUTIVE ORDER 2015-01 “TREE PROTECTION AND MITIGATION POLICY”

The contractor shall comply with Executive Order 2015-01, which is available online at <https://www.columbus.gov/Templates/Detail.aspx?id=85009> or follow the pathway: **columbus > human resources > policies and forms > executive orders > tree protection and mitigation**. This Executive Order is a contract document.

SECTION 8 – SPECIAL PROVISIONS

SP-1 STANDARD SPECIFICATIONS - 2018 CMS

Numbered paragraphs to which reference is made in these Contract Documents refer to **City of Columbus, Ohio Construction and Material Specifications, 2018 edition** and will become part of the terms and conditions of the contract to be awarded. Said specifications are hereby made a part of these Bid Submittal Documents, and the contractor does hereby agree that said specifications are a part of these Bid Submittal Documents. Copies of said Construction and Material Specification may be examined at 111 North Front Street, 1st Floor, Columbus, Ohio, 43215 (614) 645-8376, and at the office of the Director of Public Utilities, 910 Dublin Rd., 4th Floor, Columbus, Ohio 43215 (614) 645-6141 or is available at <https://www.columbus.gov/publicservice/Design-and-Construction/document-library/2018-Construction-and-Material-Specifications/>.

The most recent Supplemental Specification 1100 (Revisions to the 2012 Construction and Material Specifications) is available electronically on the Department of Public Service website <https://www.columbus.gov/publicservice/Design-and-Construction/document-library/2018-Construction-and-Material-Specifications/> and is hereby incorporated by reference as if attached.

SECTION 9 – CONTRACT PERFORMANCE AND PAYMENT BOND

The contractor is required to secure a contract performance and payment bond in the amount of 100 percent of the contract price, including the guarantee period, in accordance with Columbus City Code Section 329.14 and the current edition of the **City of Columbus, Ohio Construction and Material Specifications (CMS)**, to assure the faithful performance of the work.

The Contractor shall use the attached performance and payment bond form (Exhibit D) and the performance and payment bond shall be issued by a guaranty company authorized to do so under the Ohio Revised Code or by a surety who is: (1) a resident of this state; (2) worth, in the aggregate, double the sum to be secured, beyond the amount of their debts; and (3) have property liable to execution in the state equal to the sum to be secured.

All bonds signed by an agent must be accompanied by a surety power of attorney, most recent surety financial statement, and current Ohio Department of Insurance Certificate of Compliance. Failure to execute the contract and file an acceptable performance and payment bond(s) shall be cause for cancellation of the award and the City may file a claim under the bond.

If a contractor has not commenced his work within a reasonable time (note, this is an emergency contract), or does not carry the same forward with reasonable progress, or is improperly performing his work, or has abandoned, or fails or refuses to complete a contract entered into

under Section 329 of the Columbus City Code, the director of the contracting agency shall make a finding to that effect and so notify the contractor in writing, and the rights of the contractor to control and supervise the work shall immediately cease, per the CMS.

The director shall forthwith give written notice to the sureties on the bonds of such contractor of such action. If, within five days after the receipt of such notice, such sureties on the contract performance and payment bond or any one or more of them notify the director in writing of their intention to enter upon and complete the work covered by such contract, such sureties shall be permitted to do so and the director shall allow them five days, after the receipt of such notice in writing, within which to enter upon the work and resume construction, unless such time is extended by the director for good cause shown. If such sureties do not carry the same forward with reasonable progress, or if they improperly perform, abandon, or fail to complete the work covered by any such contract, the director shall complete the same in the manner provided in this section. In the event the sureties on the contract performance and payment bond, or any one or more of them, notify the director in writing of their intention to enter upon and complete the work covered by such contract, and then fail or refuse to so complete, any additional costs reasonably incurred by the director as a result of such failure or refusal shall be computed by the director and become the liability of such surety, which is not limited by the amount of the contract performance and payment bond. If the surety fails to pay such amount, the director shall certify the facts to the Columbus City Attorney, who shall proceed to collect such additional costs from the surety.

If, after receiving notice of the action of the director in terminating the control of the contractor over the work covered by his contract, the sureties on such contract performance and payment bond do not within five days give the director the written notice provided for in this section, the director shall cause that portion of the work which remains uncompleted to be re-estimated and contracted for in accordance with the requirements applicable to the original contract, a Mayor's Emergency.

Before entering into a contract for the completion of any such improvement, the director shall require a contract performance and payment bond with sufficient sureties each in an amount equal to one hundred per cent of the estimated cost of completing the work, and conditions relating to the bonds of original contractors shall apply to such bonds.

If the cost of completing any such improvement exceeds the portion of the contract price remaining unpaid to the original contractor at the time of his default, such excess shall be computed by the director and becomes the liability of such contractor or surety or both. If either the contractor or surety fails to pay such amount, the director shall certify the facts to the

Columbus City Attorney, who shall proceed to collect such excess cost from the contractor and the sureties upon his contract performance and payment bond, and the amount so collected shall be paid into the City treasury to the credit of the fund from which the excess cost was originally paid.

SECTION 10 – CITY INCOME TAXES

And, pursuant to Section 361.35, Columbus City Codes, 1959:

Said contractor hereby further agrees to withhold and remit all City income taxes due or payable under the provisions of Chapter 362, Columbus City Codes, for qualifying wages, earned or deemed to be received by its employees and further agrees that any of its subcontractors shall be required to agree to withhold and remit any such City income taxes due under said chapter for services performed under this Contract. If it has been determined by the Columbus Income Tax Division that Contractor, or any of its subcontractors, owes City income taxes, the Contractor agrees that the City may withhold the amount due to the City from any amount due to the Contractor for services performed under this Contract.

SECTION 11 – EQUAL OPPORTUNITY CLAUSE

The Consultant agrees to abide by all of the terms, conditions and requirements set forth in Columbus City Code Section 3909.01, Equal Opportunity Clause. Failure or refusal of a Consultant or a sub-Consultant to comply with the provisions of Article I, Title 39, may result in cancellation of this Agreement. (Ordinance 2550-93.)

SECTION 12 – CAMPAIGN CONTRIBUTIONS

Contractor hereby certifies the following: that it is familiar with Ohio Revised Code (“O.R.C.”) Section 3517.13; that it is in full compliance with Divisions (I) and (J) of that Section; that it is eligible for this contract under the law and will remain in compliance with O.R.C. Section 3517.13 for the duration of this contract and for one year thereafter.

SECTION 13 – ATTACHMENTS

The following documents are hereby incorporated into and made part of the Agreement or incorporated by reference as if attached:

- A. Exhibit A – Mayor’s Emergency Letter of Approval
- B. Exhibit B – Contract Signature Affidavit, if applicable
- C. Exhibit C – List of Subcontractors, if applicable
- D. Exhibit D – Contract Performance and Payment Bond, including surety power of attorney, most recent surety financial statement, and current Ohio Department of Insurance Certificate of Compliance

- E. Exhibit E – Statement about Prevailing Wages on City Funded Projects
- F. Insurance
- G. Current Workers’ Compensation Insurance Certificate for Contractor and all 1st tier subcontractors
- H. Executive Order 2015-01 “Tree Protection and Mitigation Policy”, incorporated by reference as if attached

[Signature on following page]

SECTION 14 – EXECUTION, APPROVAL AND CERTIFICATION

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

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

THE PERSON SIGNING FOR THE CONTRACTOR SHALL SIGN THEIR NAME AS WELL AS PRINT THEIR NAME AND TITLE. WHERE THE PERSON IS SIGNING FOR A CORPORATION, THEY MUST, BY AFFIDAVIT, SHOW THEIR AUTHORITY TO BIND THE CONTRACTOR

CONTRACTOR NAME

Double Z Construction Company
CORPORATION, PARTNERSHIP, COMPANY OR INDIVIDUAL

(CIRCLE ONE)

BY:



PRINT NAME: David B. Guzzo

TITLE: President

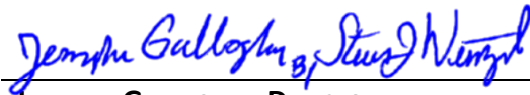
DATE: 03-15-2021

CONTRACT

COMPLIANCE

NUMBER: 31-1788042

THE CITY OF COLUMBUS, OHIO



JENNIFER GALLAGHER, DIRECTOR

DEPARTMENT OF PUBLIC SERVICE

03/24/2021

DATE

EXHIBIT A – Mayor’s Emergency Letter of Approval

JENNIFER GALLAGHER
Director

THE CITY OF
COLUMBUS
ANDREW J. GINTHER, MAYOR

DEPARTMENT OF
PUBLIC SERVICE

March 10, 2021

The Honorable Andrew J. Ginther
Mayor
City of Columbus
90 West Broad Street
Columbus, Ohio 43215

Subject: Mayor's Emergency Letter - Construction Services for Dublin Road Erosion Repairs

Dear Mayor Ginther:

Under the authority given to the Mayor of the City of Columbus in Columbus City Code Section 329.15, the Department of Public Service respectfully requests a waiver of Columbus City Code Section 329 (Procurement of Goods and Services – Sale of City Property).

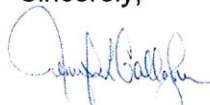
The Department of Public Service is responsible for the maintenance of Dublin Road (US-33) between Grandview Avenue and Post Office Drive. Significant erosion along Dublin Road due to large flood events forced the closure of the right eastbound lane. The erosion continues to worsen and is encroaching on the pavement. The erosion could soon expose a 36" water main if not resolved before heavy spring rain.

It is the Department of Public Service's recommendation to waive Section 329 of the Columbus City Code. The needed repairs are an emergency to ensure the protection of public infrastructure and ensure public safety.

The Department of Public Service's will engage with Double Z Construction Company, a contractor prequalified with the City for the procurement of the construction services needed to complete the Dublin Road repairs. The total funding request for this emergency, including contingency and inspection costs, is \$90,000.00.

The Department of Public Service will provide funding for this project from the Streets and Highways Bond Fund, Fund 7704, cash and appropriation will need to be transferred from Project P540006-100000 (Traffic Maintenance - Commodities) to Project P531053-100000 (Dublin Road Erosion Repair).

Sincerely,




Jennifer L. Gallagher
Director
Department of Public Service



Cc: The Honorable Megan N. Kilgore, City Auditor
The Honorable Shannon G. Hardin, President, Columbus City Council
Columbus City Council Members
Joe A. Lombardi, Director, Department of Finance and Management

APPROVAL OF DECLARATION OF EMERGENCY:



Andrew J. Ginther, Mayor

3/11/2021
Date

CITY AUDITOR CERTIFIED THAT THE EXPENDITURE OF MONEY REQUIRED FOR THIS EMERGENCY IS IN THE TREASURY, TO THE CREDIT OF THE FUND WHICH IT IS TO BE DRAWN.



Megan N. Kilgore, City Auditor

3/11/2021
Date



EXHIBIT B – CONTRACT SIGNATURE AFFIDAVIT

(Must be completed when the individual signing the contract is NOT an officer or Member of the Company)

STATE OF: _____

COUNTY OF: _____

, being duly sworn, deposes and says that

_____ of _____,

he/she is _____ (TITLE) _____ (COMPANY NAME)

a Corporation, LLC, or LLP organized and existing under and by virtue of the laws of the State of

_____, and having its principal office at

_____ (CITY, STATE, ZIP CODE)

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

_____ (COMPANY NAME)

Affiant further says that _____ (NAME OF PERSON SIGNING CONTRACT) is _____ (TITLE)

of the Company and is duly authorized to sign the Contract for: _____

_____ (PROJECT NAME)

Contract No. _____, CIP No. _____

For said Company by virtue of _____
(STATE WHETHER THE PROVISION OF BY-LAWS OR A RESOLUTION OF THE BOARD OF DIRECTORS. IF RESOLUTION, GIVE DATE OF ADOPTION.)

SIGNATURE OF AFFIANT *

AFFIANT MUST BE SOMEONE OTHER THAN THE INDIVIDUAL SIGNING THE CONTRACT.

Sworn to before me and subscribed in my presence this _____ day of _____, 20 _____

Notary Public

EXHIBIT C – LIST OF SUBCONTRACTORS

Provide list of subcontractors proposed for the project. All licensed trade subcontractors must be prequalified.

Per CMS Section 103.09(C), the Contractor shall provide the City, with the executed contract, copies of each first tier subcontractor’s current Workers’ Compensation certificate. Proof of subcontractor’s Workers’ Compensation is also needed if a new first tier subcontractor is added during the project.

Even though this form only requires the bidder list licensed trade subcontractors and first tier subcontractors, the City reserves the right to request, and the contractor shall promptly furnish, copies of any or all subcontracts and supply agreements regardless of tier in accordance with Columbus City Code Section 329.20(k).

EXAMPLE:

SUBCONTRACTOR INFORMATION							
A	B	C	D	E	F	G	H
TYPE OF WORK BEING SUBCONTRACTED, DISCIPLINE TYPE	SUBCONTRACTOR COMPANY NAME, ADDRESS, CONTACT NAME, AND PHONE	LICENSED TRADE REQUIRED? (Y/N)	LICENSED TRADE SUBCONTRACTOR’S PREQUALIFICATION EXPIRATION DATE	SUBCONTRACTOR’S CONTRACT COMPLIANCE NUMBER	PROPOSED DOLLAR (\$) VALUE OF WORK BEING SUBCONTRACTED	TECHNICAL SPECIFICATION DIVISION OR CMS SECTION	EXPLANATION OF WHY THERE ARE MULTIPLE SUBCONTRACTORS FOR ONE TYPE OF WORK, IF APPLICABLE
<i>Stone & Masonry</i>	<i>ABC Stone Co.</i>	<i>N</i>	<i>N/A</i>	<i>12-3456789</i>	<i>\$1,500,000.00</i>	<i>044200, 044300, 047200</i>	<i>This sub shall work on the building</i>
<i>Stone & Masonry</i>	<i>XYZ Masonry</i>	<i>N</i>	<i>N/A</i>	<i>98-7654321</i>	<i>\$500,000.00</i>	<i>044300</i>	<i>This sub shall work on the garage</i>

No subcontractors planned for the project.

EXHIBIT D – CONTRACT PERFORMANCE AND PAYMENT BOND

All bonds signed by an agent must be accompanied by a surety power of attorney, most recent surety financial statement, and current Ohio Department of Insurance Certificate of Compliance.

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned

Double Z Construction Company

as principal and

Atlantic Specialty Insurance Company

as sureties, are hereby held and firmly bound into the City of Columbus, Ohio, in the sum of

Seventy Six Thousand Five Hundred Forty Two and 00/100 (\$) 76,542.00

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 15th Day of March 20 21

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named principal did on the 24th day of March 20 21 enter into a contract with the City of Columbus, Ohio for the (Insert Project Name and C.I.P No.) project, which said Contract is made a part of the bond the same as though set forth herein. Now, therefore, if said

Double Z Construction Company

shall, will and faithfully do and perform the things agreed by it to be done and performed according to the terms of said Contract; 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; and shall keep the work in repair for a period of one year after the date of final acceptance of the work as described hereinabove, and shall indemnify, save and hold harmless the City of Columbus, Ohio from all liens, charges, losses, costs and damages of every kind and nature whatsoever, including damages to property and persons caused by the acts of negligence of said Contractor and/or deficiencies in materials; we agreeing and asserting that this undertaking shall be for the benefit of any

material suppliers or laborer having a just claim as well as for the obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the amount of this obligation as herein stated.

The said surety hereby stipulates and agrees that, upon receiving written notice from the City of Columbus that the principal has failed to perform the things agreed by it to be done according to the terms of the Contract, or to pay lawful claims of subcontractors, material suppliers and laborers, then the surety shall assume the performance of these things and make such payments in lieu of the principal; and shall undertake to do so within ten days of receipt of written notice from the City of Columbus. The said surety hereby stipulates and agrees that it understands the usual case in work of the class included in the Contract to be that, in the event of default or failure to perform or make payment by the principal, the actual net cost of completing the Contract and paying lawful claims is likely to exceed the remaining monies due under the Contract. The surety further stipulates and agrees that its obligation includes the complete performance of all remaining items under the Contract and the payment of all lawful claims for labor performed and materials furnished in the Contract, without regard to the amount of remaining monies due under the Contract.

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

*Contractor must indicate whether it is a Corporation, Partnership, Company, or Individual

[Signatures on the following page]

Contractor

Double Z Construction Company

Contractor Name



Signed by (name)

03/15/2021

Date

Corporation

Corporation, Partnership, Company, or Individual

David B. Guzzo

Print Name

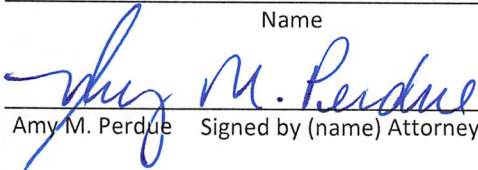
President

Print Title

Surety

Atlantic Specialty Insurance Company

Name



Amy M. Perdue Signed by (name) Attorney-In-Fact

Overmyer Hall Associates

Agency

1600 W. Lane Ave., #200, Columbus, OH 43221

Agency Address

800094418

Bond Number

All notices for the City of Columbus regarding this bond shall be sent to:

City of Columbus
Department of Public Service
Office of Support Services
111 North Front Street, Fourth Floor
Columbus, Ohio 43215
Attn: Nicole McCartney
nimccartney@columbus.gov



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: David Catanese, Jack Kehl, Gregory R. Overmyer, Amy M. Perdue, Stephanie M. White, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

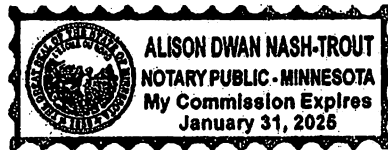
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.

STATE OF MINNESOTA
HENNEPIN COUNTY



By *Paul J. Brehm*
Paul J. Brehm, Senior Vice President

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Alison Nash-Trou
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 15th day of March, 2021

This Power of Attorney expires
January 31, 2025



Kara Barrow
Kara Barrow, Secretary



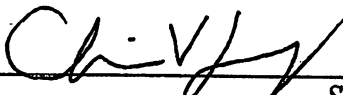
Atlantic Specialty Insurance Company
Period Ended 12/31/2019

Dollars displayed in thousands

Admitted Assets		Liabilities and Surplus	
Investments:		Liabilities	
Bonds	\$ 1,219,332	Loss Reserves	\$ 750,516
Preferred Stocks	-	Loss Adjustment Expense Reserves	243,193
Common Stocks	791,167	Total Loss & LAE Reserves	<u>993,709</u>
Mortgage Loans	-		
Real Estate	-	Unearned Premium Reserve	520,053
Contract Loans	-	Total Reinsurance Liabilities	17,081
Derivatives	-	Commissions, Other Expenses, and Taxes due	40,497
Cash, Cash Equivalents & Short Term Investments	62,383	Derivatives	-
Other Investments	17,350	Payable to Parent, Subs or Affiliates	-
Total Cash & Investments	<u>2,090,232</u>	All Other Liabilities	<u>165,932</u>
		Total Liabilities	<u>1,737,252</u>
Premiums and Considerations Due	261,176		
Reinsurance Recoverable	51,892	Capital and Surplus	
Receivable from Parent, Subsidiary or Affiliates	21,005	Common Capital Stock	9,001
All Other Admitted Assets	59,800	Preferred Capital Stock	-
		Surplus Notes	-
Total Admitted Assets	<u>2,484,105</u>	Unassigned Surplus	49,392
		Other Including Gross Contributed	688,460
		Capital & Surplus	<u>746,853</u>
		Total Liabilities and C&S	<u>2,484,105</u>

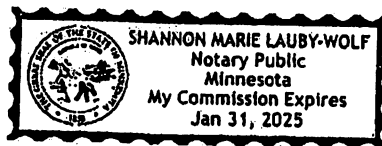
State of Minnesota
County of Hennepin

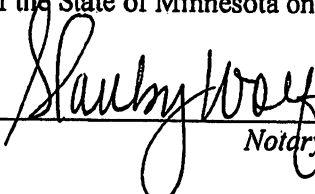
I, Christopher Jerry, Secretary of Atlantic Specialty Insurance Company do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said OneBeacon Insurance Company, on the 31st day of December, 2019, according to the best of my information, knowledge and belief.



 Secretary

Subscribed and sworn to, before me, a Notary Public of the State of Minnesota on this 27th day of February, 2020.





 Notary Public

Office of Risk Assessment
50 West Town Street
Third Floor - Suite 300
Columbus, Ohio 43215
(614)644-2658
Fax(614)644-3256
www.insurance.ohio.gov

Ohio Department of Insurance

Mike DeWine - Governor

Jillian Froment - Director



Certificate of Compliance

Issued 03/09/2020

Effective 04/02/2020

Expires 04/01/2021

I, Jillian Froment, hereby certify that I am the Director of Insurance in the State of Ohio and have supervision of insurance business in said State and as such I hereby certify that

ATLANTIC SPECIALTY INSURANCE COMPANY

of New York 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)

Aircraft	Multiple Peril - Commercial
Allied Lines	Multiple Peril - Farmowners
Boiler & Machinery	Multiple Peril - Homeowners
Burglary & Theft	Noncancellable A & H
Collectively Renewable A & H	Nonrenew- Stated Reasons (A&H)
Commercial Auto - Liability	Ocean Marine
Commercial Auto - No Fault	Other
Commercial Auto - Physical Damage	Other Accident only
Credit	Other Liability
Credit Accident & Health	Private Passenger Auto - Liability
Fidelity	Private Passenger Auto - No Fault
Fire	Private Passenger Auto - Physical Damage
Glass	Surety
Group Accident & Health	Workers Compensation
Guaranteed Renewable A & H	
Inland Marine	
Medical Malpractice	

ATLANTIC SPECIALTY INSURANCE COMPANY certified in its annual statement to this Department as of December 31, 2019 that it has admitted assets in the amount of \$2,484,105,453, liabilities in the amount of \$1,737,252,539, and surplus of at least \$746,852,914.

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

Handwritten signature of Jillian Froment in cursive.

Jillian Froment, Director



EXHIBIT E – STATEMENT ABOUT PREVAILING WAGES ON CITY FUNDED PROJECTS

This contract is subject to Ohio Prevailing Wage Laws, Chapter 4115 of the Ohio Revised Code. The Contractor and all subcontractors shall comply with all provisions therein, particularly those of Section 4115.05 which provides that the wages paid to all employees shall not be less at any time during the life of the contract than the current prevailing wage rate relating to the trade or occupation as determined by the Ohio Department of Commerce for the county in which the work is being performed. A schedule of the current prevailing wage rates can be found at <http://www.com.ohio.gov/dico/>.

Ohio Revised Code Section 4115.05 provides for an escalator in the prevailing wage rates. Each time a new rate is established, that rate is required to be paid on all ongoing public improvement projects. The contract amount will not be adjusted by the City to reflect escalations in the prevailing wage rates.

The current wage and fringe rates listed on the website noted above shall be posted by the Contractor in a prominent and accessible place on the job site. In accordance with Section 4115.05 of the Ohio Revised Code, the Contractor and all subcontractors shall furnish each employee not covered by a collective bargaining agreement or understanding between employees and bona fide organizations of labor with individual written notification showing the employee's classification, hourly pay rate, fringes, and identifying the City of Columbus Prevailing Wage Coordinator. These forms are to be signed by the Contractor or subcontractor and the employee no later than the first pay date under a contract.

Overtime shall be paid at the time and one-half rate for all hours worked beyond forty hours in a work week, these hours include prevailing and non-prevailing wage hours.

Section 4115.07 of the Ohio Revised Code provides that all Contractors and subcontractors shall submit to the City of Columbus Prevailing Wage Coordinator full and accurate payroll records covering all disbursements of wages to their employees. These records shall include the employee's name, current address, social security number, number of hours worked each day and the total for each week, the employee's hourly rate of pay, classification, fringe payments, and deductions from the employee's wages. The certification of each payroll shall be executed by the contractor or subcontractor and shall recite that the payroll is correct and the wage rates shown are not less than those required by the contract. Included with all certified payroll reports, shall be a copy of the "Apprentice Certification" obtained from the Ohio State Apprenticeship Council for all apprentices working on this project. The allowable ratio of apprentices to skilled workers shall not be greater than the ratio noted on the wage rates listed on the website above.

Such payroll records shall not be destroyed or removed from the State for a period of one (1) year following the completion of the Contract in connection with which records are made.

Upon Completion of the contract and prior to final payment of the final estimate, the Contractor and all subcontractors shall submit an affidavit stating that the wages paid to all employees for all hours worked are in accordance with the prevailing wage prescribed by the contract document and that no rebates or deductions for any wages due any person have been directly or indirectly made other than those provided by law.

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

The Contractor and all subcontractors shall permit the City of Columbus Prevailing Wage Coordinator to interview any employee during working hours while the employee is on the job site.

It is the responsibility of the Contractor to ensure that all laws relating to prevailing wages in Chapter 4115 of the Ohio Revised Code are adhered to by all subcontractors. If the Contractor or any subcontractor fails to comply with any of the provisions therein, the City of Columbus may withhold payments of any estimate until the Contractor or subcontractor has complied.

Prevailing Wage Determination Cover Letter

County:

Determination Date: 03/12/2021

Expiration Date: 06/12/2021

THE FOLLOWING PAGES ARE PREVAILING RATES OF WAGES ON PUBLIC IMPROVEMENTS FAIRLY ESTIMATED TO BE MORE THAN THE AMOUNT IN O.R.C. SEC. 4115.03 (b) (1) or (2), AS APPLICABLE.

Section 4115.05 provides, in part: "Where contracts are not awarded or construction undertaken within ninety days from the date of the establishment of the prevailing wages, there shall be a redetermination of the prevailing rate of wages before the contract is awarded." The expiration date of this wage schedule is listed above for your convenience only. This wage determination is not intended as a blanket determination to be used for all projects during this period without prior approval of this Department.

Section 4115.04, Ohio Revised Code provides, in part: "Such schedule of wages shall be attached to and made a part of the specifications for the work, and shall be printed on the bidding blanks where the work is done by contract..."

The contract between the letting authority and the successful bidder shall contain a statement requiring that mechanics and laborers be paid a prevailing rate of wage as required in Section 4115.06, Ohio Revised Code.

The contractor or subcontractor is required to file with the contracting public authority upon completion of the project and prior to final payment therefore an affidavit stating that he has fully complied with Chapter 4115 of the Ohio Revised Code.

The wage rates contained in this schedule are the "Prevailing Wages" as defined by Section 4115.03, Ohio Revised Code (the basic hourly rates plus certain fringe benefits). These rates and fringes shall be a minimum to be paid under a contract regulated by Chapter 4115 of the Ohio Revised Code by contractors and subcontractors. The prevailing wage rates contained in this schedule include the effective dates and wage rates currently on file. In cases where future effective dates are not included in this schedule, modifications to the wage schedule will be furnished to the Prevailing Wage Coordinator appointed by the public authority as soon as prevailing wage rates increases are received by this office.

"There shall be posted in a prominent and accessible place on the site of work a legible statement of the Schedule of Wage Rates specified in the contract to the various classifications of laborers, workmen, and mechanics employed, said statement to remain posted during the life of such contract." Section 4115.07, Ohio Revised Code.

Apprentices will be permitted to work only under a bona fide apprenticeship program if such program exists and if such program is registered with the Ohio Apprenticeship Council.

Section 4115.071 provides that no later than ten days before the first payment of wages is due to any

employee of any contractor or subcontractor working on a contract regulated by Chapter 4115, Ohio Revised Code, the contracting public authority shall appoint one of his own employees to act as the prevailing wage coordinator for said contract. The duties of the prevailing wage coordinator are outlined in Section 4115.071 of the Ohio Revised Code.

Section 4115.05 provides for an escalator in the prevailing wage rate. Each time a new rate is established, that rate is required to be paid on all ongoing public improvement projects.

A further requirement of Section 4115.05 of the Ohio Revised Code is: "On the occasion of the first pay date under a contract, the contractor shall furnish each employee not covered by a collective bargaining agreement or understanding between employers and bona fide organizations of Labor with individual written notification of the job classification to which the employee is assigned, the prevailing wage determined to be applicable to that classification, separated into the hourly rate of pay and the fringe payments, and the identity of the prevailing wage Coordinator appointed by the public authority. The contractor or subcontractor shall furnish the same notification to each affected employee every time the job classification of the employee is changed."

Work performed in connection with the installation of modular furniture may be subject to prevailing wage.

THIS PACKET IS NOT TO BE SEPARATED BUT IS TO REMAIN COMPLETE AS IT IS SUBMITTED TO YOU. (Reference guidelines and forms are included in this packet to be helpful in the compliance of the Prevailing Wage law.)
wh1500



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/15/2021

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

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

PRODUCER Overmyer Hall Associates 1600 W. Lane Ave., Ste. 200 Columbus OH 43221	CONTACT NAME: Julia Allen PHONE (A/C. No. Ext): 614-453-4400 E-MAIL ADDRESS: ohacertificates@oh-ins.com		FAX (A/C. No): 614-453-9360	
	INSURER(S) AFFORDING COVERAGE			NAIC #
INSURED Double Z Construction Company 2550 Harrison Rd, Columbus OH 43204	DOUBZCO-01	INSURER A : Travelers Casualty And Surety Company		19038
		INSURER B :		
		INSURER C :		
		INSURER D :		
		INSURER E :		
		INSURER F :		

COVERAGES

CERTIFICATE NUMBER: 398478076

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

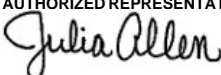
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y		CO6N859180	6/28/2020	6/28/2021	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			8106N860234	6/28/2020	6/28/2021	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP6N870320	6/28/2020	6/28/2021	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	CO6N859180	6/28/2020	6/28/2021	<input type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER Ohio Stop Gap	
							E.L. EACH ACCIDENT	\$ \$1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ \$1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ \$1,000,000

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

RE: Dublin Road Erosion Repair; Project # 531053-100000

City of Columbus is Additional Insured per attached General Liability Blanket Additional Insured endorsement CG D2 46 04 19. Subject to signed written contract, policy terms, conditions, and exclusions.

CERTIFICATE HOLDER**CANCELLATION**

City of Columbus 111 N. Front Street Columbus OH 43215	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

© 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

(Includes Products-Completed Operations If Required By Contract)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that you agree in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only:

- a. With respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and
- b. If, and only to the extent that, such injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies. Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.
- b. The insurance provided to such additional insured does not apply to:

(1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and

(b) Supervisory, inspection, architectural or engineering activities.

(2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

c. The additional insured must comply with the following duties:

(1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

(a) How, when and where the "occurrence" or offense took place;

(b) The names and addresses of any injured persons and witnesses; and

(c) The nature and location of any injury or damage arising out of the "occurrence" or offense.

(2) If a claim is made or "suit" is brought against the additional insured:

COMMERCIAL GENERAL LIABILITY

- (a)** Immediately record the specifics of the claim or "suit" and the date received; and
 - (b)** Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.
- (3)** Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- (4)** Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV – Commercial General Liability Conditions.



Bureau of Workers' Compensation

30 W. Spring St.
Columbus, OH 43215

Certificate of Ohio Workers' Compensation

This certifies that the employer listed below participates in the Ohio State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. This certificate is only valid if premiums and assessments, including installments, are paid by the applicable due date. To verify coverage, visit www.bwc.ohio.gov, or call 1-800-644-6292.

This certificate must be conspicuously posted.

Policy number and employer
01345857

Period Specified Below
07/01/2020 to 07/01/2021

DOUBLE Z CONSTRUCTION COMPANY
2550 HARRISON RD
COLUMBUS, OH 43204-3510



www.bwc.ohio.gov
Issued by: BWC

Stephanie McCloud

Administrator/CEO

You can reproduce this certificate as needed.

Ohio Bureau of Workers' Compensation

Required Posting

Section 4123.54 of the Ohio Revised Code requires notice of rebuttable presumption. Rebuttable presumption means an employee may dispute or prove untrue the presumption (or belief) that alcohol, marihuana or a controlled substance not prescribed by the employee's physician is the proximate cause (main reason) of the work-related injury.

The burden of proof is on the employee to prove the presence of alcohol, marihuana or a controlled substance was not the proximate cause of the work-related injury. An employee who tests positive or refuses to submit to chemical testing may be disqualified for compensation and benefits under the Workers' Compensation Act.



Bureau of Workers' Compensation

You must post this language with the Certificate of Ohio Workers' Compensation.