Government Forms and Supplies 6199807SEA

Subject: Contract – Approved – CDC

Mr. Hunter moved per the request of Whitaker Wright, CDC Consultant, to approve the contract between Madison County and Stauffer Site Services for the park and sidewalk project in Midway.

CDC of Ohio, Inc.

MADISON COUNTY
CDC OF OHIO, INC.

'20 JUL 17 AM 10:00

July 14, 2020

Madison County Board of Commissioners
Madison County Court House
1 N. Main Street
London, OH 43140
Attn: Mary Mansuetti

Re: Madison County FY 2018 CDBG Program
Midway Park and Sidewalk - Stauffer Contract

Dear Mary,

Enclosed are three copies of the contract between the County and Stauffer Site Services for the park and sidewalk project in Midway. Please ask the County Auditor to review and sign off on the documents. Once the Auditor's review is complete, please ask the Board to sign each copy in the places indicated by the flags. The County Prosecutor may sign off before or after the Commissioners sign the contract documents.

Please keep one copy of the signed contract for the County's records. Mail the other two signed copies to my office. We will mail one fully executed copy of the contract. If you have any questions, please do not hesitate to call me at (614) 645-3703.

Sincerely,

Whitaker W. Wright
Senior Planner

Enclosures

cc: file

Madison County 2018 CDBG Program Midway Park and Sidewalk - Stauffer Contract Letter

MADISON COUNTY
CDC OF OHIO, INC.

CONTRACT

'20 JUL 17 AM 10:00

THIS AGREEMENT made this 28th day of July, 2020, by and between Stauffer Site Services,[1] hereinafter called the "Contractor", and the Madison County Commissioners hereinafter called the "Owner".

WITNESSETH, that the Contractor and the Owner for the considerations stated herein mutually agree as follows:

ARTICLE 1. Statement of Work.

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services, including utility and transportation services, and perform and complete all work required for the construction of the improvements embraced in the project, namely, park and sidewalk improvements, and required supplemental work for the FY 2018 Midway Park and Sidewalk Project all in strict accordance with the Contract Documents including all addenda thereto, as prepared by Madison County, acting and in these Contract documents hereinafter referred to as the "Owner".

ARTICLE 2. The Contract Price.

The Owner will pay the Contractor for the total quantities of work performed at the unit prices stipulated in the Bid for the respective items of work completed for the sum not to exceed One Hundred Eighty-One Thousand Three Hundred Fifty Six ($181,356.00) Dollars subject to additions and deductions as provided elsewhere in the contract documents.

ARTICLE 3. Contract.

The executed contract documents shall consist of the following:

a. This Agreement
b. Addenda NA

[1] Cross out non-applicable: a corporation organized and existing under the laws of the State of OH; a partnership consisting of _____; an individual trading as _____

[2] Supply principal items of Contract such as Grading, Paving, Wood Poles, Sewer, etc.

P-1

c. All documents of the Owner bidded or filed
Bid Packet for Madison County FY 2020 Water and Mowing bids and filed with
Packet filed May 2020 and following

- Notice to Contractors
- Instructions to Bidders
- General Conditions
- Plans Specifications including addenda, drawings, etc., otherwise not bidded
- Proposal Forms, as awarded
- Agreement Forms, as awarded
- Bid and Performance Bonds
- Notice of Award or Notice to Proceed
- Notice of Award or Notice to Proceed

This Agreement, together with other documents enumerated in this ARTICLE 1, which said other documents are to form a part of the Contract as if herein attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 1 shall govern, except as otherwise specifically stated.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed in three original copies as the day and year first above written.

CONTRACTOR:

OWNER:
MADISON COUNTY BOARD OF COMMISSIONERS

Signature

Signature

Typed/Printed name

Typed/Printed name

Title

President
Title

F-1

Certification:

I, Jack Shaffer, certify that I am the Vice President of the corporation named as Contractor herein; that Jack Shaffer who signed this Agreement on behalf of the Contractor, was then Vice President of said corporation; that said Agreement was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

Shaffer Site Services LLC Corporate

SEAL

Or,

I, _____, certify that I am the sole owner of _____, located at _____, and that I, _____, am the Contractor named herein; that I sign this Agreement on behalf of my company, _____.

Signature

CATHERINE MARIE HAMILTON
Notary Public, State of Ohio
My Comm. Expires 11/22/2022

7-6-20
Date

State of Ohio,
County of Delaware:

Signed and sworn to before me this 6th day of July, 2020

Notary Public

PERFORMANCE AND PAYMENT BOND (OR BONDS)

Following the Form of Agreement, attach the approved form of the statutory surety bond or bonds to insure the performance of the Contract and payment of labor and materials. In addition to the corporation signatures of the surety company(ies) on the bond(s), each bond should be countersigned by the surety company's attorney-in-fact, authorized to act within the state in which the Project is situated.

F-3

Government Forms and Supplies 8136907854

NOTICE OF AWARD

To: Shuffle Side Servicing, LLC
[illegible]
Plain City, Ohio 43064

RE: [illegible] Project

The Owner has accepted the BID dated [illegible] you submitted for the above described WORK as responsive to the Bidding Documents for the PROJECT. You are hereby notified that your BID has been accepted for items listed in Bid Form.

One Hundred Fifty-One Thousand Three Hundred Fifty-Six and 00/100 Dollars

You are required by the Bid Bond to execute the Agreement and furnish the required CONTRACTOR'S General Liability Insurance, and the Owner's Protective Policy within ten days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BOND within ten days from the date of this Notice, said PROPOSAL will be at the option of the Owner considered abandoned and the Owner may at its option declare your BID bond forfeited and proceed to do the WORK or any part thereof by force account or otherwise and may enforce the provisions of the BID bond against you and the surety thereon. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return the attached copy of this NOTICE OF AWARD to the OWNER.

Dated this 6th day of July, 2020

Madison County Board of Commissioners
Owner

By: [illegible]

Title: [illegible]

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by

Company:	Shuffle Side Servicing, LLC
Date:	7-7-20
Signature:	[illegible]
Name and Title:	Jack Shuffle

c: OHIO DEPARTMENT OF TAXATION
Bonding Agent

BID FOR UNIT PRICE CONTRACTS

Place: Ohio
Date: 5-26-2020

Proposal of Shuffle Side Servicing, LLC hereinafter called "Bidder" [a corporation, organized and existing under the laws of the State of Ohio / a partnership, or an individual doing business as _____].

To the Madison County Board of Commissioners (hereinafter called "Owner")

Gentlemen:

The Bidder, in compliance with your invitation for bids for the construction of Park and Sidewalk Improvements Project in the Village of Milford, having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the contract documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part.

Bidder hereby agrees to commence work under the contract on or before a date to be specified in written "Notice to Proceed" of the Owner and to fully complete the project within one hundred fifty days (150 days) thereafter as stipulated in the specifications. Bidder further agrees to pay as liquidated damages, the sum of $500.00 per day for each consecutive calendar day thereafter as hereinafter provided in the General Conditions.

Bidder acknowledges receipt of the following addenda:

_____
_____
_____

_____
[illegible] corporation, partnership or individual as applicable.
[illegible] name and title.

Bidder agrees to perform all the work described in the drawings and specifications for the following stipulated unit prices.

The stipulated unit prices shall include all labor, materials, hauling, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of (60) calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, Bidder will execute the formal contract attached within 10 days and deliver a Surety Bond or Bonds as required by the General Conditions. The bid security attached in the sum of _____ ($_____) is to become the property of the Owner in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Respectfully submitted

By _____
(Signature)

_____
(Title)

(SEAL - If bid by a corporation)

_____
(Business Address and Zip Code)

_____
(Telephone Number and Area Number)

_____
(Federal ID #)

_____
(Date Signed)

E-1

Madison County CDBG Program

Madison County 2018 CDBG Program
Village of Midway Park and Sidewalk Improvements Project
Bid Sheet Page 1 of 2

Sidewalk

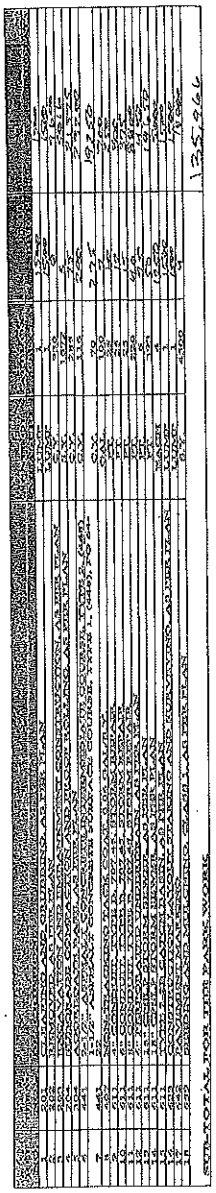
ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	201	CLEARING AND GRUBBING AS PER PLAN	L.S.	1	1000.00	1000.00
2	202	REMOVED AS PER PLAN	S.Y.	2760	2.25	6210.00
3	202	WALK REMOVED	S.Y.	1	2.25	2.25
4	441	1.25" ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 2, PG64-22	C.Y.	1	2.75	2.75
5	441	1.25" ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 2, PG64-22	C.Y.	2760	2.75	7590.00
6	447	6" CONCRETE WALK	SQ.FT.	1	10	10
7	608	4" CONCRETE WALK	SQ.FT.	2804	10	28040
8	608	7" CONCRETE WALK	SQ.FT.	52	12.75	663
9	608	CURB RAMP	SQ.FT.	52	12.75	663
10	611	4" CONDUIT, TYPE B, 2074A, STORM REPAIR	FT.	10	10	100
11	611	4" CONDUIT, TYPE B, 2074A, SIGNAL REPAIR	FT.	10	10	100
12	611	8" CONDUIT, TYPE B, 2074A, SIGNAL REPAIR	FT.	10	10	100
13	614A	MAINTAINING TRAFFIC	LUMP	1	18,000	18,000
14	624	CONSTRUCTION LAYOUT STAKING AND SURVEYING AS PER PLAN	LUMP	1	1500	1500
15	659	SEEDING, FERTILIZING AND MULCHING AS PER PLAN	ACRE	1	1500	1500
16	659	REMOVAL OF GROUND MOUNTED SIGN SUPPORT AND FOUNDATION	EACH	2	250	500
17	659	SEEDING, FERTILIZING AND MULCHING AS PER PLAN	S.Y.	2760	2.50	6900
18	SPECIAL	SIDEWALK AND STREET MAILBOX	EACH	1	500	500
		SUB-TOTAL FOR SIDEWALK WORK:				45,390

E-3

Government Forms and Supplies 8190807BEA

Madison County CDBG Program

Madison County 2015 CDBG Program
Village of Midway Park and Sidewalk Improvements Project
2015 Sheet Page 2 of 3



CERTIFICATE OF OWNER'S ATTORNEY

I, the undersigned, Stephen Pinney, the duly authorized and acting legal representative of Madison County, Ohio do hereby certify as follows:

I have examined the attached contract(s) and surety bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

Stephen Pinney

Date: 7-31-20

CERTIFICATE OF OWNER'S FINANCIAL OFFICER

ATTEST:

I, James Hunter, auditor, hereby certify that the money to meet this contract has been lawfully appropriated for the purposes of the contract and is in the treasury of Madison County, Ohio, or is in the process of collection to the credit of the appropriate fund free from prior encumbrance.

James Hunter

SEAL:

Madison County 2020 CDBG Program
Village of Midway Park and Sidewalk Improvements Project
Bid Sheet Page 3 of 3

Total Price Bid in Numbers:	$ 181,355.00
Total Price Bid in Words:	One hundred eighty-one thousand three hundred fifty-five dollars

Bidder's Name: Stanley Site Services, LLC
(Printed or Typed)

(SEAL - If bid is by a corporation)

Signatures: [signature]

Company Name: Stanley Site Services, LLC

Company Address: 3638 Mitchellsburg Rd.

Company Phone Number: 937-605-9168

Fax ID Number: 614-323-3

Village of Midway Park and Sidewalk Improvements
Madison County
Bids 5/26/20

Sidewalk

Description	Qty	Unit	Unit Price	Total
Clearing and grubbing	1	LS	1000	1000
Removal as per plan	1	LS	1000	1000
Walk removed	2400	SF	2.5	6000
441 asphalt 2.5" intermediate	1	CY	200	200
441 asphalt 1.5 surface	1	CY	275	275
407 Tack	1	GAL	10	10
4" conc walk	2500	SF	10	25000
7" conc walk	50	SF	11.5	575
Curb ramp	85	SF	22	1870
4" storm repair	10	LF	10	100
6" storm repair	10	LF	12	120
8" storm repair	10	LF	15	150
Maintain Traffic	1	LS	1800	1800
Layout staking	1	LS	1500	1500
Removal of ground mounted sign and reerection	2	EA	250	500
Removal on ground mounted post support	2	EA	350	700
Seeding and mulching class 1	550	SY	4	2240
Remove and reset mailbox	1	EA	500	500
				$ 45,390.00

Park

Description	Qty	Unit	Unit Price	Total
Clearing and grubbing	1	LS	1500	1500
Removal as per plan	1	LS	1500	1500
Excavation and Embankment	950	CY	8	7600
Subgrade compaction and proof rolling	1577	SY	3	5046
304 Aggregate base	285	CY	75	21375
441 asphalt 2.5" Intermediate	110	CY	200	22000
441 asphalt 1.5 surface	740	CY	275	189750
407 Tack	140	GAL	5	700
4" storm repair	25	LF	10	250
6" storm repair	25	LF	12	300
8" storm repair	25	LF	15	375
6" Pvd underdrain	260	LF	45	8300
15" ADS Storm	6	LF	75	450
18" ADS storm	333	LF	50	16650
CB 2-03	4	EA	1250	5000
Layout staking	1	LS	1500	1500
Pavement Marking	1	LS	1500	1500
Seeding and Mulching class 1	4500	SY	4	18000
				$ 135,966.00

$ 181,355.00

Government Forms and Supplies E1908678EA

Recent Work and References:

Bush Buxton Sanitary Sewer Extension- Clermont County, Substantial Completion December 2018, Final Completion Spring 2020. $581,445.

Todds Run and SR133 Sanitary Sewer- Village of Williamsburg, Clermont County. Completion Summer 2019, cost of $527,650

Bay Rd. and High St. Sanitary Sewer- City of Milford. Fall 2017, Cost of $410,000.

Market Street New Stream Improvements- City of Mason Completion Fall 2017. Cost of $226,000.

McKelvey Drainage Improvements- Springfield Township, Hamilton County. Completion July 2018, Cost of $345,500.

References:

Nate Clayton, City of Milford 513-967-2278

Doug Smith, McGill Smith Punshon 513-759-3008

Mike Gould, Springfield Township 513-864-1705

Cody Barksdale, City of Mason 513-317-3404, Steve Canfield 513-317-2999

Tim Cherry, Clermont County Water & Sewer 513-478-4031

Kyle Cribbett, Village of Williamsburg 513-603-2681

Equipment Available:

John Deere 35G, 250G and 160D excavators

Kubota KX161 excavator and KX080

6 dump trucks

John Deere 324 and 624 Wheel loaders

3 skid steers

Caterpillar D5 dozer, Deere 700J dozer

John Deere 755 crawler loader

Ford Vac Master truck Topcon GPS System

Jack Stauffer, Vice President, Stauffer Site Services LLC 513-678-9188

AFFIDAVIT OF CONTRACTOR OR SUPPLIER OF NON-DELINQUENCY OF PERSONAL PROPERTY TAXES

O.R.C. 5719.042

STATE OF OHIO: _____

SS _____

TO: Madison County Commissioners

The undersigned, being first duly sworn, hereby state that we have received a contract by you for Madison County, hereby states that we are not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which you as a taxing district have territory and that we were not charged with delinquent personal property taxes on any such tax list.

In consideration of the award of the above contract, the above statement is incorporated in said contract as a covenant of the undersigned.

Contractor Signature

Sworn to before me and subscribed in my presence this 28th day of May, 2020.

Notary Public

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NON-COLLUSION AFFIDAVIT

State of Ohio

County of Union

BID Identification Salem, Ash + Sidwell Improvement

CONTRACTOR Shelly Site Services LLC Joe Shelly being first duly sworn, deposes and says that he is Vice President (sole owner, a partner, president, secretary, etc.) of Shelly Site Services, the party making the foregoing BID; that such BID is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that such BID is genuine and not collusive or sham; that said BIDDER has not directly or indirectly induced or solicited any other BIDDER to put in a false or sham BID, and has not directly or indirectly colluded, conspired, connived, or agreed with any BIDDER or any one else to put in a sham BID, or that any one shall refrain from bidding; that said BIDDER has not in any manner, directly or indirectly, sought by agreement, communication or conference with any one to fix the BID price of said BIDDER or of any other BIDDER, or to fix any overhead, profit, or cost element of such BID price, or of that of any other BIDDER, or to secure any advantage against the OWNER awarding the contract or anyone interested in the proposed contract; that all statements contained in such BID are true; and, further, that said BIDDER has not, directly or indirectly, submitted his BID price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, BID depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said BIDDER in his general business.

Signed

Sworn and subscribed before me this 28th day of July, 2020

Seal of Notary

BETH E WIRE
NOTARY PUBLIC
STATE OF OHIO
My Comm. Expires 6/27/2021

E-9

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/09/2020

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

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

PRODUCER: Murphy Insurance Agency, 2015 Hamilton Ave, Cleveland, OH 44114, Mike Barr

CONTACT NAME: Mike Barr
PHONE (A/C, No, Ext): (216) 574-7200
E-MAIL ADDRESS:

INSURED: Shelly Site Services LLC, Joe Shelly, 6148 Scioto Darby Creek Road, Hilliard, OH 43026

INSURER(S) AFFORDING COVERAGE: Cincinnati Insurance Company — NAIC #: 10677

INSURER A:
INSURER B:
INSURER C:
INSURER D:
INSURER E:

COVERAGES — CERTIFICATE NUMBER: — 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	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☒ OCCUR			EPP 0450 010	10/01/2019	10/01/2020	EACH OCCURRENCE $ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) $ 100,000 MED EXP (Any one person) $ 10,000 PERSONAL & ADV INJURY $ 1,000,000 GENERAL AGGREGATE $ 2,000,000 PRODUCTS - COMP/OP AGG $ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER:						
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			EPP 0450 010	10/01/2019	10/01/2020	COMBINED SINGLE LIMIT (Ea accident) $ 1,000,000 BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE (Per accident) $ $ 5,000
A	UMBRELLA LIAB EXCESS LIAB DED RETENTION			EPP 0450 010	10/01/2019	10/01/2020	EACH OCCURRENCE $ 4,000,000 AGGREGATE $ 4,000,000 $
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		EPP 0450 010 WC 0450 010	10/01/2019	10/01/2020	E.L. EACH ACCIDENT $ 1,000,000 E.L. DISEASE - EA EMPLOYEE $ 1,000,000 E.L. DISEASE - POLICY LIMIT $ 1,000,000
A	Equipment			EPP 0450 010	10/01/2019	10/01/2020	All Risk $ 150,000
A	Leased/Rented Equip			EPP 0450 010	10/01/2019	10/01/2020	All Risk $ 300,000

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

CERTIFICATE HOLDER: Madison County Commissioners, 1 North Main Street, London, OH 43140

CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE: Mike Barr

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Government Forms and Supplies E1906078EA

Ohio | 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 of employer
0168942

Period Specified Below
07/31/2020 to 07/31/2021

STAUFFER SITE SERVICES LLC
4135 SOCIALVILLE FOSTER RD
MASON, OH 45040-9458

www.bwc.ohio.gov

Issued by: BWC

Administrator/CEO

You can reproduce this sheet 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, marijuana 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, marijuana 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.

Ohio | Bureau of Workers' Compensation

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

DP-29 BWC-1828 (Rev. Nov. 10, 2019)

BID GUARANTY AND CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Stauffer Site Services, LLC, 3500 Middaugh Rd, Monroe, OH 45050 as Principal and Nationwide Mutual Insurance Company as Surety, are hereby held and firmly bound unto Madison County Board of Commissioners hereinafter called the Obligee, in the penal sum of five percent of the bid submitted by the Principal to the Obligee on May 26th, 2020 for which the payment is:

Madison County Village of Milford Park and Sidewalk Improvements

The penal sum referred to herein shall be for the dollar amount of the Principal's bid to the Obligee, incorporating any additive or deductive alternate proposals 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 above is left blank, the penal sum will be the full amount of the Principal's bid, including alternates. Alternatively, if completed, the amount stated must 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 on 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 bid, plans, details, specifications, and bills of material, and in the event the Principal pays to the Obligee the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid and such larger amount for which the Obligee may in good faith contract with the next lowest bidder to perform the work covered by the bid, or in the event the Obligee does not award the contract to the next lowest bidder and readvertises the project for bidding, the Principal will pay the Obligee the difference, not to exceed ten percent of the penalty hereof between the amount specified in the bid, or the cost, in connection with the readvertisement, 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 Obligee accepts the bid of the Principal and the Principal within ten days after the awarding of the contract, enters into a proper contract in accordance with the bid, plans, details, specifications, and bills of material, which said contract is made a part of this bond the same as though set forth herein; and

*Here insert full name or legal title of Contractor and Address
*Here insert full name or legal title of Surety
*Here insert full name or legal title of Owner

E-7

IF THE SAID Principal shall well and faithfully perform such and every condition of such contract, and indemnify the Obligee against all damage suffered by failure to perform such contract according to the provisions thereof and in accordance with the plans, details, specifications, and bills of material therefore, and shall pay all lawful claims of subcontractors, materialmen, 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 materialmen 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 penal amount of this obligation as herein stated.

THIS SAID Surety hereby stipulates and agrees that no modifications, omissions, or additions in or to the terms of said contract or in or to the plans and specifications therefore shall in any way affect the obligation of said Surety on this bond, and it does hereby waive notice of any such modifications, omissions or additions to the terms of the contract or to the work or to the specifications.

SIGNED AND SEALED This 26th day of May, 2020.

Shadow Site Services, LLC
Principal

By: _____
Title: Vice President

Nationwide Mutual Insurance Company
Surety

By: Deborah Lynn Williams
Attorney-in-Fact

Deborah Lynn Williams Attorney-in-Fact

Surety Company Address:
1100 Locust Street
Des Moines, IA 50391-2000

Surety Agent's Name and Address:
Bockafield Insurance, Inc.
37 West Broad St. 7th Floor, Columbus, OH 43215
Columbus, OH 43215

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

(hereinafter referred to severally as the "Company" and collectively as "the Companies") does hereby make, constitute and appoint

DEBORAH LYNN WILLIAMS, DENISE NELSON, JULIE RAE JOHNSTON, KATHLEEN ANN VANSOVICH, MICHAEL D WARD, STEPHANIE ANNE MCQUILLEN

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of like nature, in penalties not exceeding the sum of

TEN MILLION AND NO/100 DOLLARS ($10,000,000.00)

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by its duly authorized officers of the Company, and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolutions adopted by the Board of Directors of the Company.

"RESOLVED, that the president, or any vice president, and each of them hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute on behalf of the Company any and all bonds, recognizances, contracts, agreements or indemnity and other conditional undertakings, and any and all notices and documents canceling or terminating the liability of the Company with respect thereto; and that the president, or any vice president, or any secretary or any assistant secretary may at any time remove any such attorney-in-fact and revoke the authority given to him."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents on behalf of the Company as fully as the duly elected officers of the Company have the power and authority to execute and deliver any such documents on behalf of the Company, provided, however, that said power shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed and shall only be valid by the following bylaw duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer of this Company shall have power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company. In addition to the officers named in the bylaws, the chief executive officer, president, treasurer or secretary, provided, however, that any such officer may be limited, suspended, or otherwise changed by the Board of Directors at any time. Any corporate seal may be affixed, engraved, or otherwise printed to any approved document, contract, instrument, or other paper of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be executed and duly attested by the signature of the officer on the 22nd day of February, 2018.

Adrian D. Altamirano, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK, COUNTY OF NEW YORK ss:
On the 22nd day of February, 2018, before me came the above-named officer to me to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and that said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

Notary Public
My Commission Expires
December 31, 2021

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company, that the said Attorney-in-Fact is duly authorized to act and execute the said instrument on behalf of the Company, and that the authority granted to the said Attorney-in-Fact has not been revoked or amended in any manner, that said Adrian D. Altamirano was at the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and the signature of such officer duly affixed and subscribed to the said instrument by the authority of the Board of Directors, and that the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 26th day of May, 2020.

Laura B. Guy
Assistant Secretary

EDO 0210 (02/20)

Government Forms and Supplies ES1080078EA

Office of Chief Assistant
50 West Town Street
First 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 06/27/2019

Effective 01/01/2019

Expires 06/27/2020

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

NATIONWIDE MUTUAL INSURANCE COMPANY

of Columbus is duly organized under the laws of this State and authorized to transact the business of insurance under the following section(s) of the Ohio Revised Code:

Section 3929.01 (A)

Accident & Health	Commercial Insurance Lines A & H
Aircraft	Inland Marine
Allied Lines	Motor Vehicle
Boiler & Machinery	Multiple Peril - Commercial
Burglary & Theft	Multiple Peril - Farm
Collateral Protection Ins. A & H	Multiple Peril - Homeowners
Commercial Auto - Liability	Personal Lines A & H
Commercial Auto - No Fault	Workers' Compensation (A.M.B)
Commercial Auto - Physical Damage	Ocean Marine
Credit	Other
Credit Accident & Health	Other Accident Only
Earthquake	Other Liability
Fidelity	Private Passenger Auto - Liability
Financial Guaranty	Private Passenger Auto - No Fault
Fire	Private Passenger Auto - Physical Damage
Glass	Surety
Group Accident & Health	Workers' Compensation

NATIONWIDE MUTUAL INSURANCE COMPANY certified to the several statements to this Department as of December 31, 2018 that the value of its total assets is the amount of $34,401,706,304, that its liabilities is the amount of $22,218,911,201, and surplus as of that is $12,182,795,103.

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

Jillian Froment, Director

NAIC Co. Code 23787

Issued by the National Association of Insurance Commissioners (NAIC)

Nationwide Mutual Insurance Company and Subsidiaries and Affiliates

NATIONWIDE MUTUAL INSURANCE COMPANY AND SUBSIDIARIES AND AFFILIATES

Consolidated and Combined Statutory Statements of Admitted Assets, Liabilities and Surplus

(In millions)	December 31, 2018	2017
Admitted assets		
Invested assets		
Bonds	$ 17,218	$ 16,662
Stocks	8,091	7,803
Mortgage loans, net of allowances	2,127	2,054
Contract receipts held net cash, agreed value reserves held by reinsurers and FHLB stock		
(Note 5 as of December 31, 2018 and 2017, respectively)	478	539
Cash, cash equivalents and short-term investments	710	519
Other invested assets	4,908	4,442
Total invested assets	$ 33,532	$ 32,019
Premiums in course of collection	4,078	4,091
Accrued investment income	183	183
Corporate owned life insurance	1,509	1,369
Deferred federal income tax asset	1,704	1,729
Other assets	1,136	1,063
Total admitted assets	$ 42,143	$ 40,452
Liabilities and surplus		
Liabilities		
Losses and loss expense reserves	$ 14,109	$ 13,772
Unearned premiums	7,718	7,492
Accrued expenses and taxes, other than federal income taxes	692	657
Agents' security, premium deposits and reserves	1,148	1,102
Other liabilities	2,653	2,447
Total liabilities	$ 26,320	$ 25,470
Surplus		
Surplus securities, net of unrecognized losses (Note 6 as of 12/31)	$ 2,127	$ 2,103
Unassigned surplus	13,696	12,881
Total surplus	$ 15,715	$ 14,974
Total liabilities and surplus	$ 42,143	$ 40,452

Certification

I, Jennifer Kemp, VP, Controller, do hereby certify that the foregoing is a true and correct statement of the statutory statements of said Corporations as of December 31, 2018 and 2017 to the best of my knowledge and belief.

Jennifer Kemp

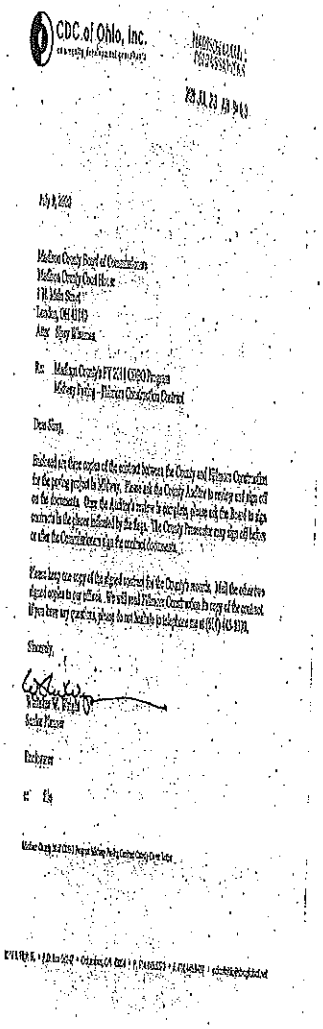
CHRISTINE O'BRIEN
Notary Public, State of Ohio
My Commission Expires March 6, 2021

Christine O'Brien
3-22-2020

Following a second from Dr. Xenikis the result of the roll call was: Mr. Forrest, yes, Dr. Xenikis, yes, and Mr. Hunter.

Subject: Contract – Approved – CDC

Mr. Hunter moved per the request of Whitaker Wright, CDC Consultant, to approve the contract between Madison County and Fillmore Construction for the paving project in Midway.



CDC of Ohio, Inc.

Madison County Board of Commissioners
Madison County Court House
59 N. Main Street
London, OH 43140
Attn: Mary Whitacre

Re: Madison County PY2020 CDBG Program
Midway Paving – Fillmore Construction Contract

Dear Mary,

Enclosed are three copies of the contract between the County and Fillmore Construction for the paving project in Midway. Please ask the County Auditor to certify and sign all of the documents. Once the Auditor's review is complete, please ask the Board to sign and return to the address indicated by the flags. The County Prosecutor may sign off before or after the Commissioners sign the contract documents.

Please keep one copy of the signed contract for the County's records. Mail the other signed copies to my office. We will mail Fillmore Construction the copy of the contract. If you have any questions, please do not hesitate to call me at (614) 410-4710.

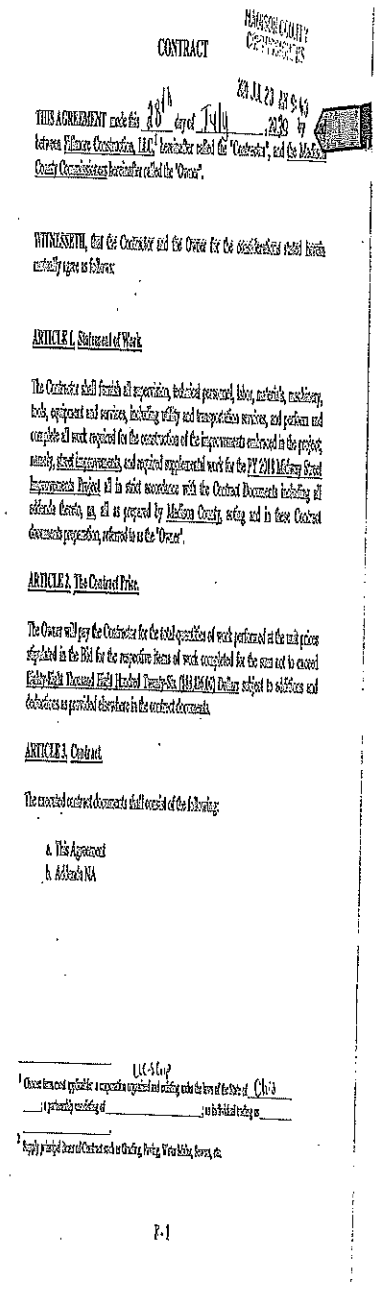
Sincerely,

Whitaker W. Wright
Senior Planner

Enclosures

cc: File

Midway Paving PY2020 Program Letter Cover Letter.docx



CONTRACT

THIS AGREEMENT made this 28th day of July, 2020 by and between Fillmore Construction, LLC,[1] hereinafter called the "Contractor", and the Madison County Commissioners hereinafter called the "Owner".

WITNESSETH, that the Contractor and the Owner for the considerations stated herein mutually agree as follows:

ARTICLE 1. Statement of Work

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services, including utility and transportation services, and perform and complete all work required for the construction of the improvements embraced in the project, namely, street improvements, and required supplemental work for the PY 2020 Midway Street Improvements Project all in strict accordance with the Contract Documents including all addenda thereto, as prepared by Madison County, acting and in these Contract documents prepared, referred to as the "Owner".

ARTICLE 2. The Contract Price.

The Owner will pay the Contractor for the total quantities of work performed at the unit prices stipulated in the Bid for the respective items of work completed for the sum not to exceed Eighty-Eight Thousand Eight Hundred Twenty-Six ($88,826.00) Dollars subject to additions and deductions as provided elsewhere in the contract documents.

ARTICLE 3. Contract.

The executed contract documents shall consist of the following:

a. This Agreement
b. Addenda NA

LLC-S Corp?

[1] Choose between applicable: a corporation organized and existing under the laws of the State of Ohio
, a partnership consisting of , or individual trading as .

[1] Supply principal Owner of Contractor such as Grading, Paving, Water Utility, Sewers, etc.

P-1

Government Forms and Supplies 8190607BEA

All Insurance shall be filed with the OWNER
All bonds to be filed with Madison County Clerk of Courts Road Improvement Bond Unit
Page 2 of 2 and Bonding

- Notice to Contractor
- Instructions to Bidders
- General Conditions
- Special Conditions (including all forms, drawings, etc. referenced or included)
- Proposal Form, as executed
- Agreement Form, as executed
- Affidavit of Compliance
- Prevailing Wage Rates
- Plans & Specifications Page 2 of 2

This Agreement, together with other documents mentioned in the ARTICLE 1, which said other documents are to be a part of the Contract as if herein attached or herein repeated, forms the Contract between the parties hereto. It is understood that any provision in any component part of the Contract conflicts with any provision in any other component part, the provision of the component part first enumerated in the ARTICLE 1 shall prevail, except as otherwise specifically stated.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT in the year and day first above written.

CONTRACTOR

Signature

Fred Ley

Typed/Printed name

Title

OWNER:
BOARD OF COUNTY COMMISSIONERS
OF MADISON COUNTY, OHIO

Signature

Typed/Printed name

President
Title

F-1

Certification:

I, _____, certify that I am the _____ of the corporation named as Contractor herein; that _____ who signed this Agreement on behalf of the Contractor, was then _____ of said corporation; that said Agreement was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

_____ Corporate

_____ SEAL

Or,

I, Fred Ley, certify that I am the Sole owner of Fellmore Construction LLC, located at 1271 State Rt 72 Midway OH 43142 and that I, Fred Ley, am the Contractor named herein; that I sign this Agreement on behalf of my company, _____.

Signature

6-11-20

Date

State of Ohio,
County of Highland :

Signed and sworn to before me this 11 day of June, 2020

Notary Public

AMY CLAGG
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
March 6, 2022

PERFORMANCE AND PAYMENT BOND (OR BONDS)

Following the Form of Agreement, attach the approved form of the statutory surety bond or bonds to insure the performance of the Contract and payment of labor and materials. In addition to the corporation signatures of the surety company(ies) on the bond(s), each bond should be countersigned by the surety company's attorney-in-fact, authorized to act within the state in which the Project is situated.

F-3

MADISON COUNTY
CLERK OF COURTS

2020 JUN -9 AM 7:25

NOTICE OF AWARD

To: Pilcon Construction, LLC
1301 SR 38
Leesburg, Ohio 45135

PROJECT Description: Madison County - Midway Road Improvement Project

The OWNER has considered the BID/PROPOSAL submitted by you on May 28, 2020 for the above described WORK in response to its Invitation for Quotes and Information for BIDDERS. You are hereby notified that your BID/PROPOSAL has been accepted for items in the amount of

Eighty-Nine Thousand Eight Hundred Twenty-Six ($89,826.00)Dollars

You are required by the Information for BIDDERS to execute the Agreement and furnish the required CONTRACTOR'S Contract BOND, Payment Bond, and Certificate of Insurance within 10 calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BOND within 10 days from the date of this notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID guaranty, not as a penalty but as liquidated damages sustained and as provided by Section 153.54 of the Ohio Revised Code. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this 9th day of June 2020.

Madison County Board of Commissioners
Owner

By: Mark Forrest

Title: President

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by:

Company:	Pilcon Construction, LLC
Date:	6-18-20
Signature:	Fred
Name/Title:	Fred Cox - Operations Manager

c: CONTRACTOR'S Surety
Foresight Agent

BID FOR UNIT PRICE CONTRACTS

Place: London, Ohio
Date: 5-28-20

Proposal of Fillpace Construction LLC. hereinafter called "Bidder"[1] a corporation, organized and existing under the laws of the State of Ohio[2], a partnership, or an individual doing business as LLC-S Corp.

To the Madison County Board of Commissioners (hereinafter called "Owner")

Gentlemen:

The Bidder, in compliance with your invitation for bids for the construction of Street Improvements Project in the Village of Midway, having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the contract documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the Owner and to fully complete the project within ninety days (90 days) thereafter as stipulated in the specifications. Bidder further agrees to pay as liquidated damages, the sum of $200.00 per day for each consecutive calendar day thereafter as hereinafter provided in the General Conditions.

Bidder acknowledges receipt of the following addendum:

_____

_____

_____

[1] Insert corporation, partnership or individual as applicable.
[2] Insert name of state.

Government Forms and Supplies ES9080786A

Bidder agrees to perform all the work described in the drawings and specifications for the following stated unit prices.

The stated unit prices shall include all labor, materials, hauling, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, Bidder will execute the formal contract attached within 10 days and deliver a Surety Bond or Bonds as required by the General Conditions. The bid security attached in the sum of _____ ($_____) is to become the property of the Owner in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Respectfully submitted

By _____
(Signature)

Operations Manager
(Title)

(SEAL - If bid is by a corporation)

11741 St. Rt. 72 Leesburg, OH 45135
(Business Address and Zip Code)

937-780-1301 937-780-1323
(Telephone Number and Fax Number)

31-1579133
(Federal ID #)

fred@hillmanconstruction.com
(Email Address)

E-1

Madison County OHIO Program

Madison County 2018 CDBG Program
Village of Mt Sterling Street Improvements Project
Bid Sheet Page 1 of 1

Total Base Bid in Numbers	88,824.00
Total Base Bid in Words	Eighty-eight thousand eight hundred twenty-four dollars

Bidder Name: Fred Cox
(Individual or Firm)

(Bidder - Write in ink or type only)

Signature:

Company Name: Fitzpatrick Construction LLC

Company Address: 10111 St. Rt. 38
Leesburg OH 45135

Company Phone Number: 937-780-1301

Tax ID Number: 31-1579883

E-4

AFFIDAVIT OF CONTRACTOR OR SUPPLIER OF NON-DELINQUENCY OF PERSONAL PROPERTY TAXES

O.R.C. 5719.042

STATE OF OHIO: _____

SS: _____

TO: Madison Co. Commissioners

The undersigned, being first duly sworn, having been awarded a contract by you for Village of Mt Sterling Streets hereby states that we are not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which you as a taxing district have territory and that we were not charged with delinquent personal property taxes on any such tax list.

In consideration of the award of the above contract, the above statement is incorporated in said contract as a covenant of the undersigned.

Contractor Signature

Sworn to before me and subscribed in my presence this 28th day of May, 20 20.

Notary Public

AMY C. COX
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
March 6, 2021

E-5

Government Forms and Supplies 8195807BEA

NON-COLLUSION AFFIDAVIT

State of Ohio

County of Highland

Fred Ley being first duly sworn, deposes and says that he is Operations Manager of Wilson Construction LLC the party making the foregoing bid, that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that such bid is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of affiant or of 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 the OWNER or anyone interested in the proposed contract; that all statements contained in said bid are true; and further, that such bidder has not, directly or indirectly, submitted his bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in his general business.

Signed

Fred Ley

Subscribed and sworn to before me this 14th day of April, 2020

Notary Public

ANN COX
Notary Public
STATE OF OHIO
Comm. Before
March 4, 2021

B-1

PERFORMANCE GUARANTY AND CONTRACT BOND

(SECTION 153.57 OHIO REVISED CODE)

KNOW ALL MEN BY THESE PRESENTS, That we, Wilson Construction LLC as Principal and Performance Guaranty Insurance Company as Surety, are bound unto Madison County Commissioners, 1 N. Main Street London Ohio 43140 as Obligee in the penal sum of the lump sum of the bid submitted by the Principal to the Obligee on May 14, 2020, for the work to be performed on the Village of Mt. Sterling Sewer Improvements.

The penal sum referred to herein shall be the dollar amount of the Principal's bid to the Obligee, incorporating any additions or deductions for alternate proposals made by the Principal prior to the time the bid is delivered to the Obligee, which is accepted by the Obligee, in no event shall the penal sum exceed the amount of _____ Dollars ($ _____).

(If the above line is left blank, the penal sum shall be the full amount of the Principal's bid, including alternates. Alternatively, if completed, the amount stated must not be less than the full amount of the bid, including alternates, in the Principal's favor. A performance bond may be executed before the proposal and contract are awarded to the successful bidder, but the penal sum of the performance bond shall not exceed the amount of the bid, including alternates, of the successful bidder.)

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 bid, plans, details, specifications and bill of the contract(s), and to the Principal's prior to the Obligee for fulfillment and to execute the proposed contract(s) between the two parties as specified in the bid and such bonds as may be required by the bid, and in the event of the Obligee has to accept the next lowest bidder and the Principal fails to enter into a proper contract in accordance with the plans, details, specifications and bill of the contract(s) and to give such bond or bonds within ten days after the prescribed forms are presented to him for signature, or if he fails to commence the work within the time specified in the contract, or if he fails to pay for all labor, materials, and equipment furnished, or if he fails to indemnify the Obligee for all loss that the Obligee may suffer because of accepting the next lowest bid, then the Principal shall pay the Obligee the difference not to exceed 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 another party to perform the work covered by the bid, or if no award is made, then the difference between the lowest bid and the next lowest bid received for the same work, together with any costs, attorney's fees and interest that the Obligee may incur in enforcing this obligation. If the Principal shall well and truly perform its obligations under the contract, and shall indemnify and save harmless the Obligee as aforesaid, and shall pay all lawful claims for labor and materials furnished for the prosecution of the work provided for in the contract, and shall pay all lawful claims for damages caused by the Principal in the execution of the work, and shall fully comply with all the provisions of the contract, then this obligation shall be void; otherwise it shall remain in full force and effect. Nothing expressed or contained in this agreement shall be deemed to give any person or entity not a party hereto any right of action hereunder, and the obligations of the parties hereto are for the exclusive benefit of the parties hereto.

THE BOND hereby expressly agrees that no modification, extension or addition to the terms of the bid or contract or to the plans and specifications hereto shall in any way affect the obligations of said Surety on this bond, and it does hereby waive notice of any such modification, extension or addition to the terms of the contract or to the work or to the specifications.

SIGNED AND SEALED this 14th day of May 2020.

PRINCIPAL:

Fred Ley
Fred Ley
Wilson Construction LLC
Operations Manager

SURETY:

Performance Guaranty Insurance Company
By: [signature]
Richard Hamburg, Jr. Attorney-in-Fact

SEE INSTRUCTIONS TO BIDDERS REGARDING EXECUTION BY CORPORATIONS AND PARTNERSHIPS, POWER OF ATTORNEY TO BE ATTACHED TO SURETY BOND.

SURETY COMPANY ADDRESS:
1650 LOCUST ST.
DES MOINES, IA 50309

SURETY AGENTS ADDRESS:
RLI Insurance Group
9025 Blue Ash Rd. Suite 9
Cincinnati, Ohio 45236

Power of Attorney

GENERAL INDEMNITY FOR SURETY BONDS

Nationwide Mutual Insurance Company, an Ohio corporation
Allied Property and Casualty Insurance Company, an Ohio corporation

ASSO Insurance Company, an Ohio corporation

Each of the aforesaid insurance companies (the "Company") and not individually (as "the Company") does hereby make, constitute and appoint:

MARGARET A. LUCHESSA
ROBERT A. LUCHESSA

CHRISTINA M. PERRY

JOSEPH M. LUCHESSA

GENERAL BOND

and to bind the Company thereby, as fully and to the same extent as if such bonds were signed by the duly authorized officers of the Company, and all the acts of said Attorney pursuant to this authority are hereby ratified and confirmed.

FIFTY MILLION AND NO/100 DOLLARS

$ 50,000,000

and to bind the Company thereby, as fully and to the same extent as if such bonds were signed by the duly authorized officers of the Company, and all the acts of said Attorney pursuant to the authority are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolutions duly adopted by the Boards of Directors of the Company:

"RESOLVED, that the president, any vice president, any secretary and any assistant secretary of the Company be and they are hereby severally authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance or conditional undertaking, and any of said officers may remove any attorney-in-fact and revoke the authority given to him or her; and all persons who have been heretofore appointed attorneys-in-fact by the Company are hereby severally confirmed in their authority, unless specifically revoked hereafter by the Company; and be it further

RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance or conditional undertaking executed by an attorney-in-fact of the Company pursuant to the authority hereby conferred shall be binding upon the Company as fully and to the same extent as if signed by the president and sealed and attested by the secretary, whether or not the seal of the Company be affixed to such instrument; and be it further

RESOLVED FURTHER, that the signature of any officer of the Company authorized by these resolutions, and the seal of the Company, may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing attorneys-in-fact pursuant to these resolutions, and any power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

This power of attorney is signed and sealed pursuant to and by authority of the following resolutions duly adopted by the Boards of Directors of the Company:

Execution of Instruments. Any officer, president, vice president, secretary or assistant secretary of the Company may execute and deliver on behalf of the Company and affix the corporate seal of the Company to any and all bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance or conditional undertaking, and any officer may certify a copy thereof. Any signature or certification hereunder may be facsimile. Any such facsimile signature or facsimile seal may be affixed or printed by mechanical process and when so affixed or printed shall have the same force and effect as if manually affixed. Nothing herein contained shall limit the right of the Company to issue its bonds or undertakings in any other manner not prescribed by these resolutions.

IN WITNESS WHEREOF, the Company has caused this instrument to be executed and its corporate seal to be hereunto affixed by its officers on the 12th day of February, 2019.

Nationwide Mutual Insurance Company, Allied Property and Casualty Insurance Company, ASSO Insurance Company

Senior Vice President

ACKNOWLEDGMENT

STATE OF NEW HAMPSHIRE, HILLSBOROUGH COUNTY, ss

On this 12th day of February, 2019, before me came the above-named officer of the Company, to me well known to be the individual described in and who executed the preceding instrument, and he acknowledged that he executed the same, and being by me duly sworn, deposes and says that he is the officer of the Company aforesaid, that the seal affixed to the said instrument is the corporate seal of the Company, and that the said corporate seal and his signature were duly affixed and subscribed to the said instrument by the authority of the Board of Directors of the Company.

Notary Public
My Commission Expires
Hillsborough County, New Hampshire

CERTIFICATE

I, Steven B. Gray, Assistant Secretary of the Company, do hereby certify that the foregoing has full force and effect on the date of this certificate; and I do further certify that the officer who executed the foregoing Power of Attorney is authorized to execute the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of the Company this 21st day of May, 2020.

Assistant Secretary

SIGNATURE

ASSO

Office of Risk Assessment
50 West Town Street
Third Floor - Suite 300
Columbus, Ohio 43215
(614) 644-2658
Fax (614) 644-2666
www.insurance.ohio.gov

Ohio Department of Insurance

Mike DeWine - Governor
Jillian Froment - Director

Certificate of Compliance

Issued 07/27/2020
Effective 07/27/2020
Expires 07/26/2021

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

NATIONWIDE MUTUAL 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 sections of the Ohio Revised Code:

Section 3929.01 (A)

Accident & Health	Commercial Non-vehicle A & H
Aircraft	Inland Marine
Allied Lines	Medical Malpractice
Boiler & Machinery	Multiple Peril - Commercial
Burglary & Theft	Multiple Peril - Farm owners
Collectively Renewable A & H	Multiple Peril - Homeowners
Commercial Auto - Liability	Non-marine Misc A & H
Commercial Auto - No Fault	Non-owners Rental Insurance (A & H)
Commercial Auto - Physical Damage	Ocean Marine
Credit	Other
Credit Accident & Health	Other Accident only
Fire/Lightning	Other Liability
Fidelity	Private Passenger Auto - Liability
Financial Guaranty	Private Passenger Auto - No Fault
Fire	Private Passenger Auto - Physical Damage
Glass	Surety
Group Accident & Health	Workers Compensation

NATIONWIDE MUTUAL INSURANCE COMPANY certified to this insurance statement to the Ohio Department as of December 31, 2018 that it has admitted assets in the amount of $34,671,700,000, liabilities in the amount of $23,111,111,207, and surplus as of that date $11,560,588,793.

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

Jillian Froment, Director

NSO 0830 (0-2019)

Accredited by the National Association of Insurance Commissioners (NAIC)

Government Forms and Supplies E19980785A

Effective Date: April 14, 1926

Expiration Date: June 30, 2020

State of Ohio

Department of Insurance

Certificate of Authority

This is to Certify, that

NATIONWIDE MUTUAL INSURANCE COMPANY

NAIC No. 23787

is organized under the laws of Ohio, United States of America, and is authorized to transact the kinds of insurance as defined in the following section(s) of the Ohio Revised Code:

Section 3929.01 (A)

Aircraft	Accident & Health
Automobile	Inland Marine
Boiler & Machinery	Marine & Shipping
Burglary & Theft	Multiple Peril - Commercial
Collectively Renewable A & H	Multiple Peril - Homeowners
Commercial Auto - Liability	Multiple Peril - Miscellaneous
Commercial Auto - No Fault	Nonrenewable A & H
Commercial Auto - Physical Damage	Nonrenewable Individual Insurance (A & H)
Credit	Ocean Marine
Credit Accident & Health	Other
Earthquake	Other Accident Only
Fidelity	Other Liability
Financial Guaranty	Private Passenger Auto - Liability
Fire	Private Passenger Auto - No Fault
Glass	Private Passenger Auto - Physical Damage
Group Accident & Health	Surety
Guaranteed Renewable A & H	Workers Compensation

This Certificate of Authority is subject to the laws of the State of Ohio

Mike DeWine, Governor

Lillian Fawcett, Director

NATIONWIDE MUTUAL INSURANCE COMPANY
AND SUBSIDIARIES AND AFFILIATES

Consolidated and Combined Statutory Statements of Admitted Assets, Liabilities and Surplus

(in millions)	December 31, 2019	2017
Admitted Assets		
Invested Assets		
Bonds	$ 18,342	$ 18,332
Stocks	7,853	6,939
Mortgage loans, net of allowance	2,044	1,908
Cash, cash equivalents and short-term investments	1,115	556
Derivatives carried at Fair Value	-	1,451
Other invested assets	4,419	4,159
Total invested assets	$ 33,773	$ 33,344
Premiums receivable and deferred	4,991	4,957
Accrued investment income	159	155
Derivatives carried at Fair Value	1,388	-
Deferred federal income tax asset	1,720	1,911
Other assets	1,807	1,159
Total admitted assets	$ 43,838	$ 41,526
Liabilities and surplus		
Liabilities		
Losses and loss expense reserves	$ 13,778	$ 14,251
Unearned premiums	7,459	7,278
Accrued expenses and taxes, other than federal income taxes	657	573
Agents' security, correspondents' balances	1,191	1,158
Other liabilities	2,417	2,355
Total liabilities	$ 25,502	$ 25,615
Surplus		
Surplus notes, and common and preferred shares (see note 6 of the 2018 and 2017	$ 2,153	$ 2,153
Unassigned surplus	16,231	13,758
Total surplus	$ 18,384	$ 15,911
Total liabilities and surplus	$ 43,886	$ 41,526

Certification

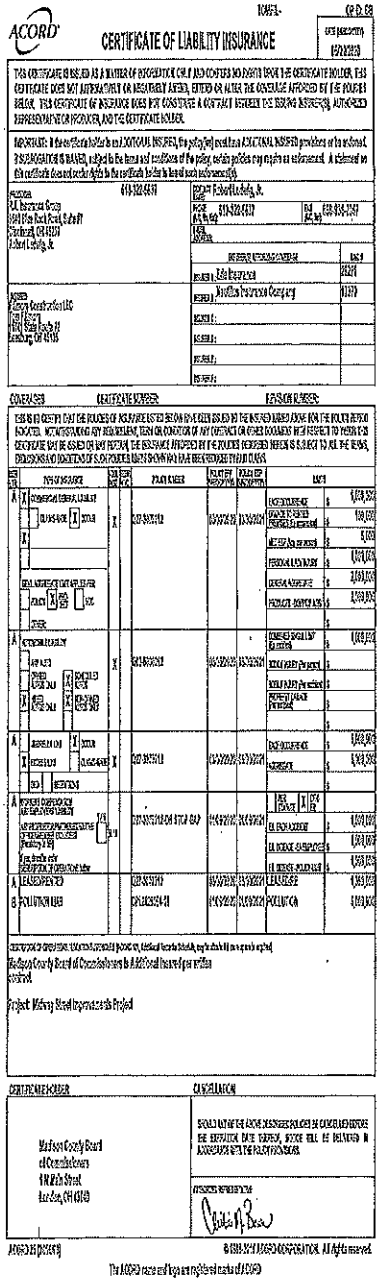
I, Teresa J. Ritter, VP, Controller, do hereby certify that the foregoing is a true and correct statement of the statutory balance sheets of said Corporation as of December 31, 2018 and 2017 to the best of my knowledge and belief.

Teresa J. Ritter

Subscribed and sworn before me
this 23rd day of July
by Teresa Jane Ritter, Affiant

Notary Public

4-23-2019



ACORD CERTIFICATE OF LIABILITY INSURANCE

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
CAC Insurance Group
10660 John Road, Suite 107
Streetsboro, OH 44241
Richard Ludwig, Jr.

INSURED
Richard Ludwig, Jr.

INSURER A: Ohio Bureau of Workers' Compensation
INSURER B:
INSURER C:
INSURER D:
INSURER E:

COVERAGES CERTIFICATE NUMBER: 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	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE $ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) $ 100,000
	X						MED EXP (Any one person) $ 5,000
							PERSONAL & ADV INJURY $ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE $ 2,000,000
	POLICY X PRO- JECT LOC						PRODUCTS - COMP/OP AGG $ 2,000,000
	OTHER:						$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) $ 1,000,000
	ANY AUTO						BODILY INJURY (Per person) $
	ALL OWNED AUTOS X SCHEDULED AUTOS						BODILY INJURY (Per accident) $
	X HIRED AUTOS X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) $
							$
A	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE $ 1,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE $ 1,000,000
	DED X RETENTION $ 10,000						$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N					PER STATUTE OTH-ER $
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A					E.L. EACH ACCIDENT $ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE $ 1,000,000
							E.L. DISEASE - POLICY LIMIT $ 1,000,000
A	LEASED/RENTED						LEASED $ 1,000,000
B	POLLUTION LIABI						POLLUTION $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Madison County Board of Commissioners is Additional Insured as per written contract.
Project: Midway Road Improvements Bridge

CERTIFICATE HOLDER
Madison County Board of Commissioners
100 North Street
London, OH 43140

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03) © 1988-2015 ACORD CORPORATION. All rights reserved.
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Ohio Bureau of Workers' Compensation
30 W. Spring St.
Columbus, OH 43215

Certificate of Ohio Workers' Compensation

This certificate is for employers listed below participating in the Ohio State Insurance Fund as required by law. Therefore, these employers are 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 dates. To verify coverage, visit www.bwc.ohio.gov or call 1-800-644-6292.

This certificate must be accompanied by proof.

Policy number under employer
0042830

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

THOMAS FELLOWS
FELLOWS CONSTRUCTION
10241 STATE ROUTE 72
LEBANON, OH 45036-9720

www.bwc.ohio.gov
Issued by: BWC

Administrator/CEO

Not an operating authority document

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 wrong the presumption for benefits that alcohol, marijuana or a controlled substance was not proximately the cause of the work-related injury.

The burden of proof is on the employee to prove the presence of alcohol, marijuana 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.

Ohio Bureau of Workers' Compensation
www.bwc.ohio.gov for more information

BWC-5301 (Rev. Jan. 2015)

Government Forms and Supplies E1908078EA

CERTIFICATE OF OWNER'S ATTORNEY

I, the undersigned, Stephen Pironi, the duly authorized and acting legal representative of Madison County, Ohio do hereby certify as follows:

I have examined the attached contract(s) and surety bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

SIGN HERE

Stephen Pironi

Date: 7-31-2020

CERTIFICATE OF OWNER'S FINANCIAL OFFICER

ATTEST:

I, Jennifer S Hunter Auditor, hereby certify that the money to meet this contract has been lawfully appropriated for the purpose of the contract and is in the treasury of Madison County, Ohio, or is in the process of collection to the credit of the appropriate fund free from prior encumbrance.

SIGN HERE

Jennifer S Hunter

SEAL:

F-4

Following a second from Dr. Xenikis the result of the roll call was: Mr. Forrest, yes, Dr. Xenikis, yes, and Mr. Hunter.

Subject: Agreement – Approved – Choice One

Mr. Hunter moved per the request of Whitaker Wright, CDC Consultant, to approve the agreement between Madison County Board of Commissioners and Choice One.

ChoiceOne Engineering

Dear Mr. Wright:

Scope of Services

Project Details

Project Services

Government Forms and Supplies E190887BEA

Compensation & Schedule

Compensation

Task	Additional Fee	Additional Fees From Previous Amendments	Original Fee	Total
Street Resurfacing				
Construction Plans	$0.00	$0.00	$6,000.00	$6,000.00
Subtotal			$6,000.00	$6,000.00
Drainage Improvements				
Topographic Survey	$2,500.00	$0.00	$6,500.00	$9,000.00
Construction Plans	$6,700.00	$0.00	$4,500.00	$11,200.00
Easements	$2,800.00	$0.00	$0.00	$2,800.00
Subtotal			$11,000.00	$23,000.00
Park Improvements				
Construction Plans	$0.00	$0.00	$10,500.00	$10,500.00
Subtotal			$10,500.00	$10,500.00
Sidewalk Improvements				
Topographic Survey	$0.00	$0.00	$4,500.00	$4,500.00
Construction Plans	$0.00	$0.00	$6,500.00	$6,500.00
Subtotal			$11,000.00	$11,000.00
Fire Cistern Design				
Construction Plans	$0.00	$0.00	$6,000.00	$6,000.00
Subtotal			$6,000.00	$6,000.00
Total			$44,500.00	$56,500.00

Schedule

The above service will commence after receipt of the executed Agreement Amendment and be completed within sixty (60) days.

Following a second from Dr. Xenikis the result of the roll call was: Mr. Forrest, yes, Dr. Xenikis, yes, and Mr. Hunter.

Subject: Notices to Proceed – Approved – CDC

Mr. Hunter moved per the request of Whitaker Wright, CDC Consultant, to approve the notices to proceed to Stauffer Site Services and Fillmore Construction LLC.

NOTICE TO PROCEED

To: Fillmore Construction, LLC 11741 SR 72 Leesburg, Ohio 45135	Date:	July 28, 2020

PROJECT Description: Madison County –Midway Paving Project

You are hereby notified to commence WORK in accordance with the Agreement dated July 28, 2020, on or after the date of this "Notice" and you are to complete the WORK within sixty days (60 days) thereafter. The date of completion of all WORK is therefore October 26, 2020.

Madison County Board of Commissioners
Owner

By: Mark A. Forrest

Name: Mark A. Forrest

Title: President, Madison Co. Commissioners

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by:

Firm:	Fillmore Construction, LLC
Signature:	
Name:	
Title:	

Notice to Proceed | Date of Commencement

NOTICE OF COMMENCEMENT FOR
PUBLIC IMPROVEMENT
SECTION 1311.252 OHIO REVISED CODE

Notice is hereby given by the undersigned public authority that construction will commence for the following public improvement:

1. The public improvement is identified as:

   Name: Madison County –Midway Paving Project

   Location: Village of Midway, Ohio

   Project Number: N/A

2. The public authority's name and address:

   Madison County Commissioners

   1 N. Main Street

   London, Ohio 43140

3. The name and address of all principal contractors involved with the public improvement, and the trade of each principal contractor:

Principal Contractor	Trade
Fillmore Construction, LLC 11741 SR 72 Leesburg, Ohio 45135	Paving Contractor

Notice to Proceed | Date of Commencement

Government Forms and Supplies E1908078EA

NOTICE TO PROCEED

To:	Standby Site Services 3630 Middlebrow Road Monroe, Ohio 45872	Date:	July 28, 2020

PROJECT Description: Madison County–Midway Park and Elm Creek Project

You are hereby notified to commence WORK in accordance with the Agreement dated July 28, 2020, on or after the date of this "Notice," and you are to complete the WORK within one hundred fifty-three (153) calendar days. The date of completion of all WORK is therefore December 31, 2020.

Madison County Board of Commissioners
Owner

By: Mark A. Forrest

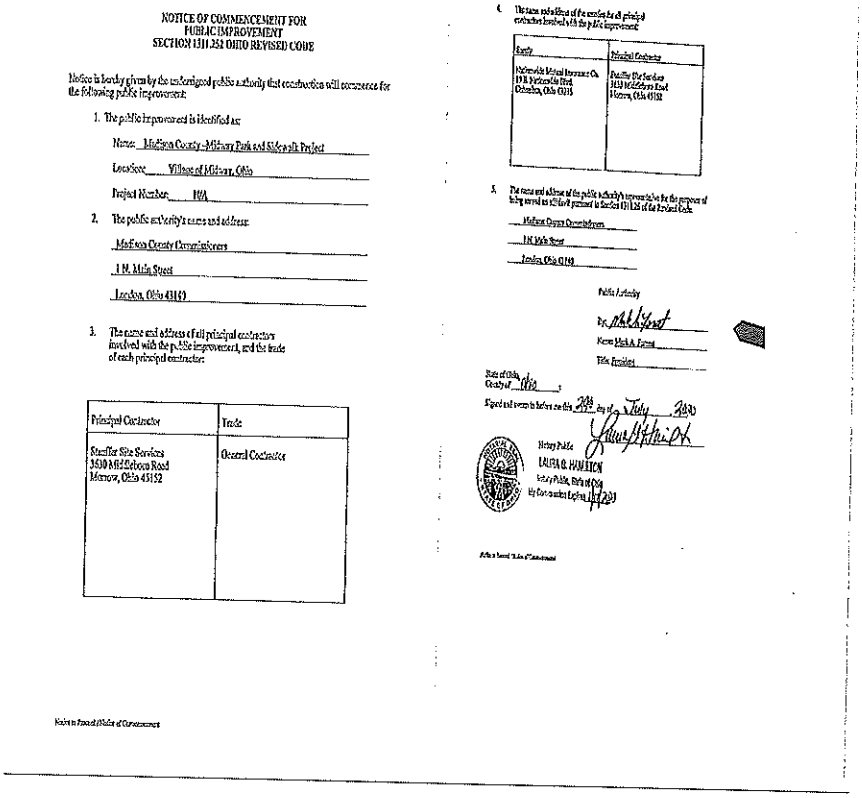
Name: Mark A. Forrest

Title: President, Madison Co. Commissioners

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by:

Firm:	Standby Site Services
Signature:	
Name:	
Title:	



NOTICE OF COMMENCEMENT FOR
PUBLIC IMPROVEMENT
SECTION 1311.252 OHIO REVISED CODE

Notice is hereby given by the undersigned public authority that construction will commence for the following public improvement:

1. The public improvement is identified as:

Name: Madison County - Millbury Park and Sidewalk Project

Location: Village of Millbury, Ohio

Project Number: N/A

2. The public authority's name and address:

Madison County Commissioners

1 N. Main Street

London, Ohio 43140

3. The name and address of all principal contractors involved with the public improvement, and the trade of each principal contractor:

Principal Contractor	Trade
Stauffer Site Services 3430 Middletown Road Morrow, Ohio 45152	General Contractor

4. The name and address of the surety for all principal contractors involved with the public improvement:

Surety	Principal Contractor
Nationwide Mutual Insurance Co. 1901 Harrison Ave. Columbus, Ohio 43215	Stauffer Site Services 3430 Middletown Road Morrow, Ohio 45152

5. The name and address of the public authority representative for the purpose of being served as official pursuant to Section 1311.252 of the Revised Code:

Madison County Commissioners

1 N. Main Street

London, Ohio 43140

Public Authority

By: Mark A. Forrest

Name: Mark A. Forrest

Title: President

State of Ohio,
County of Madison ss:

Signed and sworn to before me this 28th day of July 2020

Notary Public

LAURA G. HAMILTON
Notary Public, State of Ohio
My Commission Expires 1/17/2021

Affix Seal Here If Applicable

Next to Record Notice of Commencement

Following a second from Dr. Xenikis the result of the roll call was: Mr. Forrest, yes, Dr. Xenikis, yes, and Mr. Hunter.

Government Forms and Supplies E1908078EA

Subject: Certificate of Records Disposal – Approved – Clerk of Courts

Mr. Hunter moved per the request of Renae Zabloudil, Clerk of Courts, to approve the certificate of records disposal.

Page 1 of 1

RC-3 CERTIFICATE OF RECORDS DISPOSAL

MADISON COUNTY COMMISSIONERS 2020 JUL 23 PM 1:54

Madison County	Clerk of Courts	Renae B. Zabloudil	740-852-9776	1 N. Main Street, London, OH 43140
Name of Political Subdivision	Unit	Contact Person	Telephone	Location of Records

1 N. Main Street	London	43140	Madison
Address	City	Zip Code	County

I hereby certify that the records listed on this RC-3 and attachments are being disposed of according to the time periods stated on the approved Schedules of Retention and Disposition (RC-2) or Application for One-Time Records Disposal (RC-1) listed below. No record will be knowingly disposed of which pertains to any pending case, claim, action or request. In addition, microfilm created in place of any original record listed on this RC-3 will be stored according to ANSI Standards and all microfilm master negatives will only be used to create use copies.

Signature of Responsible Official: Renae Zabloudil | Title: Madison County Clerk of Courts | Telephone Number: 740-852-9776

PLEASE READ THE INSTRUCTIONS ON THE BACK OF THIS FORM

Record Series Title	Authorization for Disposal		Media Type	Other Media Type	Inclusive Date of Record	Proposed Date of Disposal	For OHS-LCRP Use
	Schedule Number	Records Commission Approval Date		List other media on which this record series is being retained	From To		
Auto Title - Daily Reports	12-1	March 26, 2012	Paper		1990-2000	October 1, 2020	
Case files of matters that are voluntarily dismissed	12-26	March 26, 2012	Paper		1990,2012, 2013	October 1, 2020	
Tax Judgments	12-36	March 26, 2012	Paper		2000-2004	October 1, 2020	
Bureau of Workers Compensation Judgments	12-38	March 26, 2012	Paper		1998-2004	October 1, 2020	
Domestic Relations cases not involving minor children	12-30	March 26, 2012	Paper		1950	October 1, 2020	

7/98

Following a second from Dr. Xenikis the result of the roll call was: Mr. Forrest, yes, Dr. Xenikis, yes, and Mr. Hunter.

Subject: Resolution – Approved – CDC

Mr. Hunter moved per the request of Whitaker Wright, CDC Consultant, to approve the resolution (07282020-01) to authorize the amendment of the PY 2018 Community Development Block Grant (CDBG) Program.

Madison County CDBG Program

MADISON COUNTY
COMMISSIONERS
2020 JUL 28 AM 11:17

RESOLUTION NO: 07282020-01

AUTHORIZING THE AMENDMENT OF THE PY 2018 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

WHEREAS, Madison County has portions of the County that are substandard and meet the requirements of the Community Development Block Grant (CDBG) Program, and;

WHEREAS, Madison County desires to participate in the Ohio CDBG Program to address these needs, and

WHEREAS, the State of Ohio, through the Ohio Development Services Agency, has Program Year 2018 (PY 2018) funds available as part of the Community Development Block Grant Program; and;

WHEREAS, Madison County is not proceeding with the proposed Domestic Violence Shelter project.

NOW THEREFORE, BE IT RESOLVED by the Madison County Board of Commissioners, State of Ohio:

SECTION 1. To hereby authorize the amendment of the PY 2018 CDBG Program to shift $70,400 from the Domestic Violence Shelter project to the FY 2018 CDBG Midway Neighborhood Revitalization Program drainage project.

SECTION 2. To acknowledge and pledge to comply with all conditions and assurances of the CDBG program such as (fair housing, historic preservation review coordination, equal opportunity and other state and federal regulations as applicable.

Passed this 28th day of July, 2020.

President
Madison County Commissioners

ATTEST: Katie Wynn
Clerk

Resolutions Apply

Following a second from Dr. Xenikis the result of the roll call was: Mr. Forrest, yes, Dr. Xenikis, yes, and Mr. Hunter.

~~Subject: Resolution – Approved – Continuation of Monroe Bidwell Ditch # 202 Hearing~~

Government Forms and Supplies 5190807BEA

Mr. Hunter moved per the request of Bryan Dhume , Engineer, to approve the continuation hearing for the Monroe Bidwell Ditch # 202 be scheduled for September 29, 2020 at 11:00 a.m.

NOTICE OF TIME FOR THE CONTINUATION OF THE FIRST HEARING TO THE OWNERS OF LAND NAMED IN THE PETITION

Rev. Code, Sec. 6131.07

In the Matter of the Monroe Bidwell *Single County Ditch No.* 202

Petitioned for by Anthony Muny Jr.

Office of the Board of County Commissioners Madison County, Ohio

April 28, 2020

You are Hereby Notified that on the 28th day of July, 2020, the County Engineer requested to continue the First Hearing in this office, To the Owners of Land Affected by the Proposed Improvement(s):

Re – establish surface and subsurface drainage for water problems in the Monroe Bidwell watershed and place system known as the Monroe Bidwell Ditch on County Maintenance

All it is claimed that the improvement will affect property owned by you, and you are an owner named in the petition and of legal record on the date of its filing, you are hereby notified *that the Board of County Commissioners of said County have fixed the* 28th day of September, 2020 at 11:00 a.m. at the Madison County Engineer's Department, 825 US Rt. 42 NE, London, Ohio, as the time and place for the continuation of the First Hearing.

Katie Wilson, Clerk

Clerk of the Board of County Commissioners
Madison County, Ohio

Following a second from Dr. Xenikis the result of the roll call was: Mr. Forrest, yes, Dr. Xenikis, yes, and Mr. Hunter.

Subject: Proclamation – Approved – Madison County Public Health

Mr. Hunter moved to approve the Proclamation for August 2020 as Breastfeeding Awareness Month.

Breastfeeding Awareness Month

August 2020

2020 JUL 22 AM 9:37

PROCLAMATION

Whereas, exclusive breastfeeding for the first six months of life as recommended by the American Academy of Pediatrics provides the best possible start to life in all areas of development; and

Whereas, the health benefits of breastfeeding for the infant may include a reduced risk of obesity later in life, reduced risk of sudden infant death syndrome, fewer ear and respiratory infections, a reduced risk of developing both juvenile and type-2-diabetes and an increase of IQ; and

Whereas, mothers benefits from exclusive breastfeeding by lower risk of obesity, metabolic syndrome, diabetes, blood pressure, waist circumference, and LDL cholesterol.

Whereas, despite these benefits, the CDC 2018 Breastfeeding Report Card found that only 70 percent of Ohio babies are fed any breast milk and only 23.7 percent of these babies are breastfeed exclusively for six months as recommended; and

Whereas, the Surgeon General has issued a *Call to Action to Support Breastfeeding* which in part focuses on the need for communities to increase support for breastfeeding. Support of the community for the choice to breastfeed is essential for mothers to breastfeed exclusively for recommended amount of time; and

Whereas, Madison County joins the Surgeon General and the United States Breastfeeding Committee in the belief that Ohio breastfeeding rates will improve if social policy and community norms support breastfeeding mothers and babies.

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners, on behalf of all the residents of Madison County, do hereby proclaim the month of August, 2020, to be

Breastfeeding Awareness Month

to increase awareness of the breastfeeding benefits and to encourage a strong, sustained commitment to supporting mothers and babies in Madison County.

Madison County Board of County Commissioners

Dr. Tony Xenikis — Honorable Dr. Tony Xenikis

Mark A. Forrest — Honorable Mark Forrest

[redacted] David Hunter — Hunter

Madison County Public Health
Prevent. Promote. Protect.

Madison HEALTH

Following a second from Dr. Xenikis the result of the roll call was: Mr. Forrest, yes, Dr. Xenikis, yes, and Mr. Hunter.

Government Forms and Supplies E19060708EA

Subject: Investment Council

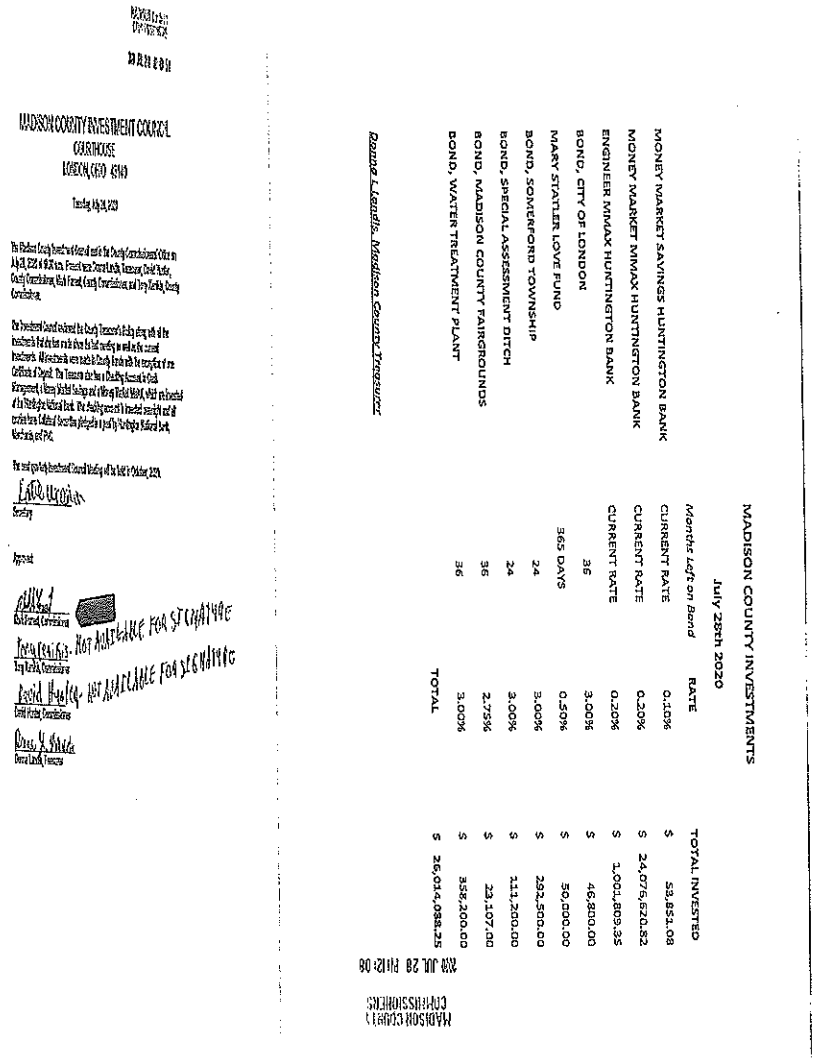
The quarterly Investment Council meeting took place on 7-28-2020 at 10:15 a.m.

Those Present

Commissioners Mark Forrest, Dr. Tony Xenikis, David Hunter, Treasurer, Donna Landis, Administrator, Rob Slane, and Sissy Wiseman, Clerk.

Subject: Investment Council – Approved – Financial Sheet

Mr. Hunter moved to approve the Investment Council Financial Sheet.



MADISON COUNTY INVESTMENTS

July 28th 2020

		Months Left on Bond	RATE	TOTAL INVESTED
MONEY MARKET SAVINGS HUNTINGTON BANK	CURRENT RATE		0.10%	$ 53,851.08
MONEY MARKET MMAX HUNTINGTON BANK	CURRENT RATE		0.20%	$ 24,075,620.82
ENGINEER MMAX HUNTINGTON BANK	CURRENT RATE		0.20%	$ 1,001,869.35
BOND, CITY OF LONDON		36	3.00%	$ 46,800.00
MARY STATLER LOVE FUND		365 DAYS	0.50%	$ 50,000.00
BOND, SOMERFORD TOWNSHIP		24	3.00%	$ 292,500.00
BOND, SPECIAL ASSESSMENT DITCH		24	3.00%	$ 111,200.00
BOND, MADISON COUNTY FAIRGROUNDS		36	2.75%	$ 23,107.00
BOND, WATER TREATMENT PLANT		36	3.00%	$ 358,200.00
	TOTAL		3.00%	$ 26,014,938.25

Deanna Llandis, Madison County Treasurer

MADISON COUNTY INVESTMENT COUNCIL
COURTHOUSE
London, Ohio 43140

Tuesday, July 28, 2020

The Madison County Investment Council met in regular session in the County Commissioners' Office on July 28, 2020 at 10:15 a.m. Present were: Treasurer Deanna Landis, Commissioner David Hunter, County Commissioner Mark Forrest, County Commissioner, and Tony Xenikis, County Commissioner.

The Investment Council considered the County Treasurer's daily closing cash of the Commercial Bank Accounts and the Star Ohio Fund and the investments made by the Council Investments. All investments were made in the County Investment Securities as per the Certificate of Deposit. The Treasurer also has a Bank Repurchase Account in Cash Management, a Money Market Savings and Checking Account with MMAX, which are deposits of the Huntington National Bank. The Facility Account with Commercial Savings Bank and the certificates from Citizens Savings Association are specifically Time Deposits in Federal Bank, Merchants, and PNC.

The next regular Investment Council Meeting will be held in October 2020.

Secretary

Approved

Chairman

Commissioner

Commissioner

Clerk

NOT AVAILABLE FOR SIGNATURE

NOT AVAILABLE FOR SIGNATURE

MADISON COUNTY
COMMISSIONERS
2020 JUL 28 PM 12:06

Following a second from Dr. Xenikis the result of the roll call was: Mr. Forrest, yes, Dr. Xenikis, yes, Mr. Hunter, yes, and Mrs. Donna Landis, yes.

Subject: Public Hearing - CDC

The viral public hearing for the Madison County PY 2018 – CDBG Program took place on 7-28-2020 at 11:00 a.m.

Madison County CDBG Program

MADISON COUNTY PY 2018 CDBG PROGRAM
PUBLIC HEARING
July 28, 2020

Madison County intends to apply to the Ohio Development Services Agency for an amendment to its PY 2018 CDBG Program. The CDBG program is a federally funded program administered by the State of Ohio.

Madison County is requesting to amend the following projects as follows:

- Drop $70,400 the proposed Domestic Violence Shelter project. The Ohio Attorney General's office notified the County that the federal Victims of Crime Act (VOCA) funds that were to be used to operate the shelter are no longer available.
- Move the $70,400 from the DV Shelter project to the Village of Midway Neighborhood Revitalization Program. The funds will be used to install additional drainage in the Village. Proposed locations for the work include West Street and Broad Street. The proposed amendment meets the National Objective for LMI Area Benefit (51% LMI).

Estimate for West & Broad Streets	$135,800
Current Budget for Park, Drainage, Sidewalk	$256,580
Stauffer Construction Contract	$181,356
Difference	$75,224
DV Shelter	$70,400
Budget Total Remainder	$145,624

CDBG Public Hearing No. 2

Mark Forrest

Dr. Xenikis

NOT PRESENT FOR SIGNATURE
David Hunter

ATTEST: Katie Wilson