

Commissioners Journal # 94 Page 267

July 13 2021

Subject: Bills – Approved – Madison County

After reviewing each of the purchase orders, then and nows, and vouchers listed above, Mr. Wallace moved to approve all purchase orders and allow payment of all then and nows and vouchers.

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

Subject: Appropriation – Approved – Courthouse Repairs

Mr. Wallace moved to approve the appropriation per unappropriated funds for the following:

Appropriate: Courthouse Repairs (1000-A04B-5-0050) in the amount of \$30,000.00.

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

Subject: Increase PO Funding – Approved - Courthouse Repairs

Mr. Wallace moved to approve the increase of PO funding for the following:

Increase: Courthouse Repairs (1000-A04B-5-0050) PO # 2511 in the amount of \$30,000.00.

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

Subject: Appropriation – Approved – Commissioners Other

Mr. Wallace moved to approve the appropriation per unappropriated funds for the following:

Appropriate: Commissioners Other (1000-A01A-5-0046) in the amount of \$17,100.00.

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

Subject: Increase PO Funding – Approved - Commissioners Other

Mr. Wallace moved to approve the increase of PO funding for the following:

Increase: Commissioners Other (1000-A01A-5-0046) PO # 2514 in the amount of \$17,100.00.

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

Subject: Appropriation – Approved – Workers Compensation

Mr. Wallace moved to approve the appropriation per unappropriated funds for the following:

Appropriate: Workers Compensation (1000-A15A-5-0506) in the amount of \$25,000.00.

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

Subject: Appropriation – Approved – Professional Services

Mr. Wallace moved to approve the appropriation per unappropriated funds for the following:

Appropriate: Professional Services (1000-A01A-5-0045) in the amount of \$15,311.00.

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

Subject: Increase PO Funding – Approved – Professional Services

Mr. Wallace moved to approve the increase of PO funding for the following:

Increase: Professional Services (1000-A01A-5-0045) PO # 2518 in the amount of \$14,800.00.

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

Subject: Appropriation – Approved – Sublease Lafayette Street

Mr. Wallace moved to approve the appropriation per unappropriated funds for the following:

Appropriate: Sublease Lafayette Street (1000-A15A-5-0512) in the amount of \$5,000.00.

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

Subject: Increase PO Funding – Approved – Sublease Lafayette Street

Mr. Wallace moved to approve the increase of PO funding for the following:

Increase: Sublease Lafayette Street (1000-A15A-5-0512) PO # 2570 in the amount of \$5,000.00.

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

Subject: Increase PO Funding – Approved – Courthouse Construction

Mr. Wallace moved to approve the increase of PO funding for the following:

Increase: Courthouse Construction (1000-A04A-5-0090) PO # 2567 in the amount of \$15,000.00.

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

Subject: Increase PO Funding – Approved – Coroner

Mr. Wallace moved to approve the increase of PO funding for the following:

Increase: Coroner Contract Services (1000-A02F-5-0140) PO # 2517 in the amount of \$6,000.00.

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

Sissy Wiseman

From: Sissy Wiseman
Sent: Thursday, July 8, 2021 12:26 PM
To: Whitaker Wright, Emma Haly, Jennifer Hunter
Subject: RE: madison 2019 CHIP DD 7

Thanks Whitaker.
Sissy Wiseman

From: whitaker wright [mailto:whitaker.wright@scgobal.net]
Sent: Thursday, July 8, 2021 12:25 PM
To: Emma Haly, Sissy Wiseman, Jennifer Hunter
Subject: madison 2019 CHIP DD 7

Good Afternoon -

Attached is the draw sheet for DD 7, along with a copy of the cash record showing the sources and uses of the funds. Hard copies will go out in today's mail,

Whitaker

Whitaker W. Wright, Senior Planner
CDC of Ohio, Inc.
Community Development Consultants of Ohio
11155 High Street | P.O. Box 60717 | Columbus, Ohio 43266-0717
P: (614) 466-8379 | F: (614) 466-3811 | E: whitaker@cdc-ohio.com

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

Government Forms and Supplies: E220949 HV

Subject: Contract – Approved – CDC

Mr. Wallace moved per the request of Whitaker Wright, CDC Consultant, to approve the contract between Finchum Excavating and Madison County for excavating services for the demolition work in South Solon for the 2020 CDBG Program Clearance in accordance with the contract below.



DATE: 7/13/21
BY: [Signature]

CONTRACT

THIS AGREEMENT made this 13th day of July, 2021, by and between Mark Finchum Excavating, LLC¹ hereinafter called the "Contractor", and the Madison County Commissioners hereinafter called the "Owner".

June 12, 2021

Madison County Board of Commissioners
Madison County Courthouse
P.O. Main Street
Lebanon, OH 43044
Attn: Kay Wiseman

Re: Madison County's FY 2020 CDBG Program
Clearance - Finchum Excavating Contract

Dear Sirs,

Enclosed are three copies of the contract between the County and Finchum Excavating for the demolition work in South Solon. 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 contracts 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 our office. We will send Finchum Excavating a copy of the contract.

We will not issue the Notice to Proceed until Finchum Excavating provides the County with a Contract Bond. If you have any questions, please do not hesitate to telephone me at (614) 465-9173.

Sincerely,

[Signature]
Whitaker W. Wright
County Treasurer

Business

c: [Initials]

Madison County 2020 CDBG Program Technical Services Contract

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, Clearance, and required supplemental work for the FY 2020 South Solon Demolition Project all in strict accordance with the Contract Documents including all addenda thereto, as all as prepared by Madison County, sitting and in these Contract documents preparation, 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 Twenty-Two Thousand Eight Hundred (\$22,800.00) 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/VA







¹ Owner here meant applicable a corporation organized and existing under the laws of the State of _____, a partnership consisting of _____, an individual residing in _____
Finchum Excavating, LLC
² Supply principal items of Contract work including: Paving, Water Mains, Sewers, etc.

It is the policy of the Board of Commissioners of Madison County, Ohio, to encourage the use of the following:

- Public Works
- Water Utility
- Sewer Utility
- Solid Waste Utility
- Regional Council
- Local Government
- Public Works
- Public Works

The Board of Commissioners of Madison County, Ohio, hereby certifies that the above-named public works utility is a public utility as defined in the Ohio Revised Code, and that the Board of Commissioners of Madison County, Ohio, is authorized to enter into an agreement with the public utility for the purpose of providing for the collection and payment of the public utility's bills.

IN WITNESS WHEREOF, the Board of Commissioners of Madison County, Ohio, has caused this Resolution to be signed by its Clerk and the Board of Commissioners of Madison County, Ohio, to be attested to by its Secretary.





| | |
|---|---|
| COMMISSIONER | CLERK |
|  |  |
| Secretary | Secretary |
|  |  |
| Secretary | Secretary |
|  |  |

Certification

I, _____, Secretary of the Corporation named as Contractor herein, do hereby certify that the Agreement on behalf of the Contractor, and the Agreement on behalf of the County, were duly signed for and in behalf of and in conformity with the provisions of the Agreement on behalf of the Contractor and the County.

Secretary

By

 Clerk
 Secretary
 Secretary
 Secretary

 Secretary

Done at the City of Madison, Ohio, this 11th day of July, 2001.




Clerk

PERFORMANCE AND PAYMENT BOND (FOR BONDS)

Following the terms of Agreement, which the approved form of the necessary surety bond is attached hereto, the performance of the Contractor and payment of labor and materials. In addition to the corporate signatures of the surety company on the bond, each bond shall be countersigned by the county clerk's attorney-in-fact, authorized to act within the limits in which the Project is situated.

Government Forms and Supplies ES090491KV

NOTICE OF AWARD

The of Mark Finkbein Consulting, LLC
610 Columbus Cleveland Road
South Charleston, Ohio 43084

PROPERTY Description: Madison County - South Union Reservoir Project

The OWNER has considered the PROPOSAL submitted by you on April 24, 2021 for the above-described WORK in response to its Solicitation for Quotes and Information for BIDDERS. You are hereby notified that your PROPOSAL has been accepted for the amount of:

Twenty Two Thousand Eight Hundred (\$22,800) Dollars

You are required by the information for BIDDERS to execute the Agreement and furnish the original CONTRACTS, Contract BOND, if applicable, and Certificates 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 generally subject to the liability as set forth in Section 15.01 of the Ohio Revised Code. The OWNER will be entitled to reach other bidders as may be granted by law.

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

Dated this 31st day of July 2021.

Madison County Board of Commissioners
Owner

By: Tom Xie
Title: President

ACCEPTANCE OF NOTICE

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

| | |
|----------------|-------------------------------|
| Company: | Mark Finkbein Consulting, LLC |
| Date: | 5/18/2021 |
| Signature: | <u>[Signature]</u> |
| Printed Title: | Mark Finkbein Owner |

c CONTRACTOR'S Surety
Surety Agent

ENDORSEMENT CONTRACTS

New: Madison County Board of Commissioners
Date: 7/13/21

Prepared by: Mark Finkbein Consulting, LLC Location: at
"Field" Location: approved and existing prior to award for State of Ohio
"Field" Location: in an individual design as Mark Finkbein Consulting, LLC

To: Madison County Board of Commissioners (preparer and field)

Contract:

The Bidder, in compliance with your invitation for bids for the Madison County OH 1587 Village of South Union Reservoir Project having examined the specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the description of work including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to complete the project in accordance with the contract documents, within the time set forth therein, and at the prices stated herein. 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 warrant and defend this contract as so herein stated to be required in writing. Bidder to be held in full compliance for project with all contract documents and specifications as stipulated in the specifications. Bidder hereby agrees to pay all legal and design fees out of POB for each contract document by tenderer as hereafter provided in the General Conditions.

Bidder acknowledges receipt of the following conditions:

Contract documents, per tenderer in individual as applicable.
*Insert name of field.

Bidder agrees to perform all the work described in the specifications for the unit prices listed in the Bid schedule.

The detailed unit prices shall include all labor, materials, hauling, storage, removal, overhead, profit, insurance, etc., to cover the full cost of the removal and disposal.

Bidder understands that the Owner reserves the right to reject any or all bids and to re-bid any items not bid in the bidding.

The Bidder agrees that this bid shall be good and copy 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 obtain a Surety Bond in Dollars as required by the General Conditions. The bid security attached in the sum of 2000

(\$ 2,000.00) is to become the property of the Owner in the event the contract is not awarded within the time shown on Form as specified hereafter for the delay and additional expense to the Owner caused thereby.

Respectfully submitted

By: [Signature]
(Signature)

Mark Finkler
(Print Name)

Owner
(Title)

(BID - Bidder's Copy)

890 Columbus Cincinnati Rd
(Business Address and Zip Code) South Charleston, Ohio 45368

(937) 405-3795
(Telephone Number and Fax Number)

20-352-8736
(E-mail ID#)

Finkler@937.com
(E-mail Address)

MADISON COUNTY 2018 CDBG DEMOLITION PROJECT
DEMOLITION UNIT PRICE PROPOSAL

| DEMOLITION | |
|--|--------------------------|
| UNIT ADDRESS | |
| 2109 E. Main Street, South Salem, Ohio | \$ 14,300. ⁰⁰ |
| 1483 E. Washington Street, South Salem, Ohio | \$ 8,500. ⁰⁰ |
| TOTAL BID AMOUNT | \$ 22,800. ⁰⁰ |

Twenty Two Thousand Eight Hundred dollars ⁰⁰/₁₀₀
Bid Amount in Words

DATE: 7/13/2021

Bidder's Name: Mark Finkler Excavating LLC
(Printed or Typed)

(SEAL - If bid is by a corporation)

Signature: [Signature]

Company Name: Mark Finkler Excavating LLC

Company Address: 890 Columbus Cincinnati Rd
South Charleston, Ohio 45368

Company Phone Number: (937) 405-3795

Company Email: Finkler@937.com

Tax ID Number: 20-352-8736

Government Forms and Supplies E20048510V

LIST ALL SUBCONTRACTORS BELOW
(If using subcontractors)

| Contractor | Address |
|-----------------|---------------------------------------|
| AtH Enterprises | 2199 East CR 50 Tiffin, Ohio 44883 |
| | |
| | |

BIDDER AFFIDAVITS

| Company | Address & Telephone No. | Contact Person |
|--|--|---------------------------|
| Village of Oak Oakley | 35 S Oak St Oakley, Ohio 45289 (937) 260-2523 | Feresa |
| City of Finden | 44 W. Park Ave. Finden, Ohio 45324 (937) 265-7217 | John Hyslop |
| Madison County Board of Commissioners | 1. Mill Hill Street Leadbey, Ohio 43040 (937) 261-3888 | Mr CDC Lester White |

OSBG Regulations require all subcontractors to be checked against the Federal Debarred Contractor List.

E-3

E-11

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

O.R.C. 5709.01

STATE OF OHIO: Madison County

SS. 2001-9921

To: Madison County Commissioners

The undersigned, being first duly sworn, having been awarded a contract by you for Services hereby states that we are not charged at the time the bill was rendered 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.

[Signature]
Contractor Signature

Sworn to before me and subscribed in my presence this 21st day of April 2001.

Notary Public

Krista Kuhn
Notary Public



CRS 5709.01
Notary Public Seal
Madison County, Ohio

NON-DILIGENT AFFIDAVIT

State: Ohio

County: Madison

RD No. Madison County OH 2001-9921

CONTRACTOR Mark Fisher Excavating, being first duly sworn, deposes and says that John Owen (the owner, partner, president, secretary, etc.) of Mark Fisher Excavating, the party making the foregoing entry, that said RD is not tax delinquent in the interest of or on behalf of any individual person, partnership, company, association, organization, or corporation; that said RD is neither delinquent in taxes; that said RD has not delinquent or delinquent interest or interest on other RDs to pay in this or other RDs; and has not delinquent or delinquent interest, unpaid, assessed, or unpaid taxes on any RD or any other RD; and that any tax delinquent from RDs that said RD has not in any manner, directly or indirectly, sought by agreement, arrangement or otherwise with any one to fix the RD price of said RD or of any other RD, or to fix any overhead price, or cost thereof of said RD price, or of that of any other RD, or to secure any advantage against the OAR or over the contract or against interests in the proposed contract; that all statements contained in said RD are true and correct; that said RD has not, directly or indirectly, advanced his RD price or any overhead thereof, or the overhead thereof, or delinquent interest on this relative thereof, or paid and will not pay any fee or expense therefor, to any corporation, partnership, company, association, organization, RD delinquent, 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 RD in his general business.

Signer
[Signature]

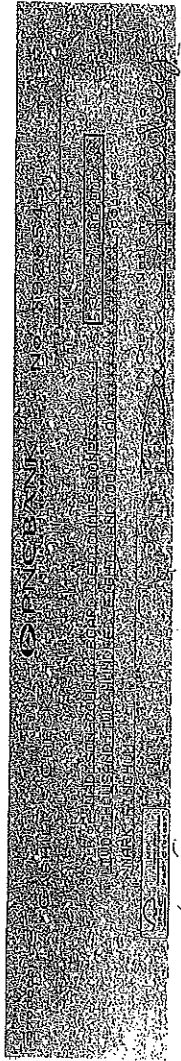
Subscribed and sworn to before me this 21st day of April, 2001.

Notary Public
Krista Kuhn



CRS 5709.01
Notary Public Seal
Madison County, Ohio

Government Forms and Supplies E2009481 KY



ACORD MADISON COUNTY OHIO

CERTIFICATE OF LIABILITY INSURANCE POLICY NUMBER: 1022220

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND DOES NOT CONSTITUTE A CONTRACT. THE POLICY IS SUBJECT TO ALL TERMS, CONDITIONS AND EXCLUSIONS SET FORTH IN THE POLICY CONTRACT. THIS CERTIFICATE OF LIABILITY INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S) AND THE INSURED OR THE ASSURED OR THE CONTRACTOR.

NOTICE: If the certificate holder has additional business, the policy may not have additional coverage provided or be extended. If a SUBROGATION IS MADE, subject to the terms and conditions of the policy, certain policies may require an endorsement. A checkmark on this certificate from a checkmark in the certificate holder's policy indicates a checkmark on the policy.

| | |
|---|---|
| INSURED | INSURER |
| Madison County Agency, Inc. 1000 N. High Street Madison, OH 45751 | ACORD 1000 N. High Street Madison, OH 45751 |
| INSURED | INSURER |
| Madison County Agency, Inc. 1000 N. High Street Madison, OH 45751 | ACORD 1000 N. High Street Madison, OH 45751 |

COVERAGE **CERTIFICATE NUMBER** **POLICY NUMBER**

THIS IS TO CERTIFY THAT THE POLICIES OF ASSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE PERSONS NAMED THEREIN FOR THE POLICY PERIOD INDICATED. THIS CERTIFICATE IS NOT VALID UNLESS THE POLICIES LISTED BELOW ARE IN FULL FORCE AND EFFECT. THIS CERTIFICATE IS NOT VALID UNLESS THE POLICIES LISTED BELOW ARE IN FULL FORCE AND EFFECT. THIS CERTIFICATE IS NOT VALID UNLESS THE POLICIES LISTED BELOW ARE IN FULL FORCE AND EFFECT.

| TYPE OF COVERAGE | CLASSIFICATION | CLASSIFICATION | CLASSIFICATION | CLASSIFICATION | CLASSIFICATION | CLASSIFICATION | CLASSIFICATION | CLASSIFICATION | CLASSIFICATION |
|------------------|-------------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|
| A.1 | GENERAL LIABILITY | ... | ... | ... | ... | ... | ... | ... | ... |
| A.2 | ... | ... | ... | ... | ... | ... | ... | ... | ... |
| A.3 | ... | ... | ... | ... | ... | ... | ... | ... | ... |
| A.4 | ... | ... | ... | ... | ... | ... | ... | ... | ... |
| A.5 | ... | ... | ... | ... | ... | ... | ... | ... | ... |
| A.6 | ... | ... | ... | ... | ... | ... | ... | ... | ... |
| A.7 | ... | ... | ... | ... | ... | ... | ... | ... | ... |
| A.8 | ... | ... | ... | ... | ... | ... | ... | ... | ... |

CERTIFICATE HOLDER **CANCELLATION**

For Information Purpose

REASON FOR CANCELLATION

ACORD

ACORD 1022220 © 1999 ACORD CORPORATION. All rights reserved.
This ACORD form will appear on a separate page of ACORD.

Ohio Bureau of Workers' Compensation 311 W. Spring St. Columbus, OH 43261


Certificate of Ohio Workers' Compensation

This certifies that the employer herein has participated in the Ohio State Insurance Fund as required by law. Therefore, the employee is entitled to the rights and benefits of the fund for the period specified. This certificate is only valid if premiums and assessments, including late penalties, are paid by the employer due date. To verify coverage, visit www.bwc.ohio.gov, or call 1-800-944-6822.

This certificate shall be conspicuously posted.

RiskY number and employer: 0194653
 Period Specified: 05/01/2020 to 01/01/2021

MARX PRODUCE EXCHANGE LLC
 1414 COLLETTES CONCERNED
 50 S. PLEASANT, OH 43084-6928



Stephanie McLeod
 Administrator

www.bwc.ohio.gov
 Issued by BWC

To or against the certificate number

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 disprove or prove untrue the presumption for being that alcohol, marijuana or a controlled substance not prescribed by the employee's physician is the proximate cause (main reason) of the worker's 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
 For more postable copies visit www.bwc.ohio.gov

OP-21-002-1229 Rev. 04/2019

Form W-9 Request for Taxpayer Identification Number and Certification

One form to be requested and sent to the IRS.

1. Name (Print or type) **MARX PRODUCE EXCHANGE LLC**

2. Business type (Check one) Sole proprietorship Partnership S corporation Trust or estate Limited liability company (LLC) Other (specify):

3. Tax classification (Check one) Sole proprietorship Partnership S corporation Trust or estate Limited liability company (LLC) Other (specify):

4. Tax identification number (TIN) **43-0000000**

5. Exemption status (Check one) Not exempt Exempt (specify):

6. Signature (Print name) **MARX PRODUCE EXCHANGE LLC**

7. Signature (Print name) **Stephanie McLeod**

8. Date **6/18/2021**

9. General instructions: See instructions on the back of this form.

Government Forms and Supplies E5056451XV

CERTIFICATE OF OWNER'S ATTORNEY

I, the undersigned, Nick Atkins, 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.

[Signature] Prosecutor

Date: 7/9/21



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.

[Signature]



SEAL:

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

Subject: Contract – Approved – CDC

Mr. Wallace moved per the request of Whitaker Wright, CDC Consultant, to approve the contract between Buckeye Septic Tank and Madison County for the London Drainage project for the 202 CDBG Program in accordance with the contract below.



COMMERCIAL
1-1-2001

CONTRACT

THIS AGREEMENT made this 13th day of July, 2001, by and between Buckeye Septic Company, Inc., hereinafter called the "Contractor", and the Madison County Commissioners hereinafter called the "Owner".

July 6, 2001

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

Re: Madison County's FY 2000 CDBG Program
London Drainage - Buckeye Septic Tank Contract

Dear Sirs,

Enclosed are three copies of the contract between the County and Buckeye Septic Tank for the drainage project in London. 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 contracts 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 our offices. We will send Buckeye Septic Tank its copy of the contract.

If you have any questions, please do not hesitate to telephone me at (614) 455-8331.

Sincerely,

(Signature)
Whitaker W. Wright
County Prosecutor

Enclosures

c: cc

Madison County CDBG Program Buckeye Septic Tank Contract

WHEREAS, the Contractor and the Owner for the construction noted herein mutually agree as follows:

ARTICLE I. 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 enclosed in the project, namely, drainage and septic improvements, and required supplemental work for the London Drainage Improvement Project all in strict accordance with the Contract Documents including all addenda thereto, in, all as prepared by Madison County, and all in those Contract Documents preparation referred to in the "Order".

ARTICLE II. The Contract Price

The Owner will pay the Contractor for the total quantity of work performed at the unit prices specified in the Bid for the respective items of work completed for the sum not to exceed Twenty-Three Thousand Three Hundred Thirteen (23,313) Dollars subject to additions and deductions as provided elsewhere in the contract documents.

ARTICLE III. Contract

The enclosed contract documents shall consist of the following:

- a. This Agreement
- b. Addenda A

Owner has not signed this agreement and adding into the line of cc
by Whitaker W. Wright on 7/13/01

Accepted and signed by me as Secretary of the Board of Madison County on 7/13/01

Government Forms and Supplies - EXEMPT FROM TAX

a. All documents of the Quote Packet entitled:
Bid Packet for Madison County - Leech Drainage Improvements Project, dated May 2001 and including:

- Notice to Contractors
- Instructions to Bidders
- General Contract Conditions
- Work Specifications (including all plans, drawings, etc., referenced or included)
- Proposal Forms, as executed
- Agreement Forms, as executed
- Federal Requirements
- Federal Labor Standards Provision
- Federal Davis-Bacon Wage Decision

This Agreement, together with other documents enumerated in this ARTICLE 3, which said other documents are as fully a part of the Contract as if hereto 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 3 shall govern, except as otherwise specifically stated.

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

CONTRACTOR: _____ OWNER: MADISON COUNTY BOARD OF COMMISSIONERS

Richard Forrest
Signature

Tony X. Kiri
Signature

Richard Forrest
Typypointed name

Dr. Tony Xeritis
Typypointed name

Tony
Title

President
Title

Certification:

Richard Forrest, certify that I am the
Richard Forrest of the corporation named as Contractor herein,
and that I am duly authorized to sign this Agreement on behalf of the
Contractor, and that I am duly authorized to sign this Agreement on behalf of 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 power.

Richard Forrest Contractor
Richard Forrest
SEAL

Or:

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

Signature _____
Date _____

State of this _____
County of _____
Signed and sworn to before me this 6 day of July, 2001



PERFORMANCE AND PAYMENT BOND (OR BONDS)

Following the terms of Agreement, check the approval form of the surety entity bond or bonds to insure the performance of the Contract and payment of labor and materials. In addition to the corporation signature of the surety company (or) on the bond(s), each bond should be countersigned by the county commission or clerk, authorized to act within the state in which the project is situated.

NOTICE OF AWARD

To: Buckeye Septic Tank Company, Inc.
 429 West Jefferson Kirtland Ohio 43086
 West Jefferson, Ohio 43082

10/13/21 10:51

PROJECT Description: Madison County - Leoda Drainage Project

The OWNER has considered the PROPOSAL submitted by you on May 25, 2021 for the above-described WORK in response to its Solicitation for Quotes and Information for BIDDERS. You are hereby notified that your PROPOSAL has been accepted for items in the amount of:

Seventy One Thousand Three Hundred Dollars (\$71,300) Dollars

You are required by the Information for BIDDERS to execute the Agreement and furnish the required CONTRACTOR'S Check of BOND, if applicable, 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 subject to the liability as set forth in Section 153.54 of the Ohio Revised Code. The OWNER will be entitled to such other rights as may be provided by law.

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

Dated this 1st day of July 2021.

Madison County Board of Commissioners
 Owner

By: *Tony Jenkins*
 Title: President

ACCEPTANCE OF NOTICE

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

| | |
|-------------|-----------------------------|
| Company: | Buckeye Septic Tank Co. Inc |
| Date: | 7-4-21 |
| Signature: | <i>Deborah Forest</i> |
| Name/Title: | Deborah Forest, Treasurer |

cc CONTRACTOR'S Surety
 Surety's Agent

BID FOR UNIT PRICE CONTRACTS

City of Leoda, Ohio
 Date: 5-24-2021

Proposal of Buckeye Septic Tank Co. Inc 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")

Confirms:

The Bidder, in compliance with your invitation for bids for the construction of a Drainage Improvement Project in the City of Leoda, 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 thirty days (30 days) thereafter as stipulated in the specifications. Bidder further agrees to pay as liquidated damages, the sum of \$1000.00 per day for each successive calendar day thereafter as hereinafter provided in the General Conditions.

Bidder acknowledges receipt of the following addendums:

Best copy provided, particularly when handwritten or typewritten.
 *Insert name of state.

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

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

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any technicalities 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 General Contract attached within 10 days and deliver a Surety Bond or Bond as required by the General Conditions. The bid security attached in the name of Shelby De Tharmond is to become the property of the Owner in the event the contract is not awarded within the time allowed and, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Respectfully submitted

By [Signature]
(Signer)

[Signature]
(Title)

(SEAL - attach to copy)

401 West Jefferson Knoxville OH 45342
(Business Address and Zip Code)

401 West Jefferson OH 45342
(Business Address and Zip Code)

401 West Jefferson
(Business Address and Zip Code)

31 444 2508
(Telephone #)

100 West Jefferson
(Business Address)

100 West Jefferson
(Business Address)

Madison County CDRC Program

Madison County FY 2020 CDRC Program City of London Drainage Improvements Project

| Quantity | Unit | Item | Unit Price | Total Price |
|---|----------|--|------------|-------------|
| 1 | CONCRETE | Weldline and Mound Storm Sewer | | |
| 300 | LF | 12" N12 Storm Pipe | 750.00 | 225,000.00 |
| 1 | LF | 200' 20" Storm Pipe | 2,000.00 | 2,000.00 |
| 1 | LF | 200' 20" Storm Pipe | 2,000.00 | 2,000.00 |
| 1 | LF | 200' 20" Storm Pipe | 1,170.00 | 1,170.00 |
| 1 | LF | 200' 20" Storm Pipe | 2,000.00 | 2,000.00 |
| 24 | TONS | 40# Asphalt for Street Repairs | 212.50 | 5,100.00 |
| Subtotal for Weldline and Mound Storm Sewer | | | | |
| 1 | CONCRETE | South Street to Madison Road Storm Sewer | | |
| 1 | CONCRETE | 200' 20" Storm Pipe w/ Crown (3' Deep) | 1,500.00 | 1,500.00 |
| 20 | LF | 8" N12 Storm Pipe, Incl. 24" x 8" Top | 1,500.00 | 30,000.00 |
| 1 | LF | 200' 20" Storm Pipe | 1,000.00 | 1,000.00 |
| 1 | LF | 200' 20" Storm Pipe | 334.00 | 334.00 |
| 1 | LF | 200' 20" Storm Pipe | 3,200.00 | 3,200.00 |
| 12 | TONS | 40# Asphalt for Street Repairs | 183.33 | 2,200.00 |
| Subtotal for South Street and Madison Road | | | | |

Madison County FY 2000 CDBG Program

Madison County FY 2000 CDBG Program City of London Drainage Improvements Project

| Charity | Item | Quantity | Unit Price | Total Price |
|---|---------------------------------------|----------|------------|-------------|
| 41. South Main and Lincoln Avenue Storm Sewer | 1. 12" x 12" Storm Sewer Pipe | 100 | 1.20 | 120.00 |
| | 2. 12" x 12" Storm Sewer Manhole | 1 | 1,000.00 | 1,000.00 |
| | 3. 12" x 12" Storm Sewer Catch Basin | 1 | 1,000.00 | 1,000.00 |
| | 4. 12" x 12" Storm Sewer Catch Basin | 1 | 1,000.00 | 1,000.00 |
| | 5. 12" x 12" Storm Sewer Catch Basin | 1 | 1,000.00 | 1,000.00 |
| | 6. 12" x 12" Storm Sewer Catch Basin | 1 | 1,000.00 | 1,000.00 |
| | 7. 12" x 12" Storm Sewer Catch Basin | 1 | 1,000.00 | 1,000.00 |
| | 8. 12" x 12" Storm Sewer Catch Basin | 1 | 1,000.00 | 1,000.00 |
| | 9. 12" x 12" Storm Sewer Catch Basin | 1 | 1,000.00 | 1,000.00 |
| | 10. 12" x 12" Storm Sewer Catch Basin | 1 | 1,000.00 | 1,000.00 |
| 42. South Main Storm Sewer | 1. 12" x 12" Storm Sewer Pipe | 100 | 1.20 | 120.00 |
| | 2. 12" x 12" Storm Sewer Manhole | 1 | 1,000.00 | 1,000.00 |
| | 3. 12" x 12" Storm Sewer Catch Basin | 1 | 1,000.00 | 1,000.00 |
| | 4. 12" x 12" Storm Sewer Catch Basin | 1 | 1,000.00 | 1,000.00 |
| | 5. 12" x 12" Storm Sewer Catch Basin | 1 | 1,000.00 | 1,000.00 |
| | 6. 12" x 12" Storm Sewer Catch Basin | 1 | 1,000.00 | 1,000.00 |
| | 7. 12" x 12" Storm Sewer Catch Basin | 1 | 1,000.00 | 1,000.00 |
| | 8. 12" x 12" Storm Sewer Catch Basin | 1 | 1,000.00 | 1,000.00 |
| | 9. 12" x 12" Storm Sewer Catch Basin | 1 | 1,000.00 | 1,000.00 |
| | 10. 12" x 12" Storm Sewer Catch Basin | 1 | 1,000.00 | 1,000.00 |

Madison County CDBG Program

Madison County FY 2000 CDBG Program City of London Drainage Improvements Project

Total Bid: 71,315.00
 Bidder's Name: Security One International, Inc. Local and Industrial Division, Dallas, TX
 Signature: [Signature]
 Company Name: Security One International, Inc.
 Company Address: 1102 West Jefferson Avenue, Dallas, TX 75202
 Company Phone Number: 214 426 6147
 Tax ID Number: 75 950 808
 Email Address: SEC_ONE@EBC.com

CEAL - Field in (if appropriate)

Government Forms and Supplies E2009491KV

FID GUARANTEE AND CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,
Bishop Supply Co., Inc., 6524 Jackson Township Rd., Jackson, OH 45242
Principal and Obligee Surety Company
City of Newark, Ohio
in the penal sum of the dollar amount of the bid submitted by the Principal
to the City of Newark, Ohio, to undertake the
project known as: Jackson County - City of Newark Highways and Bridges

The penal sum referred to herein shall be for the full amount of the Principal's bid to the Obligee,
including any addition or deduction thereon proposed 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 this item is left blank, the penal sum will be the full amount of the
Principal's bid, including alterations. Alternatively, if completed, the amount stated need not be
less than the full amount of the bid, including alterations in the bid and work. A percentage is
not acceptable.

For the purpose of the penal sum and bond 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 referred to project;

NOW, THEREFORE, if the Obligee accepts the bid of the Principal and the Principal fails to
execute a proper contract in accordance with the bid, plans, details, specifications, and bill of
materials, and to the extent the Principal pays to the Obligee the difference net to insured less
penalty of the penalty bond between the amount specified in the bid and such larger amount
for which the Obligee may in good faith contract with the next lower bidder in payment the
work ordered by the City or in the event the Obligee does not award the contract to the next
lower bidder and reinstates the project for bidding, the Principal will pay the Obligee the
difference, net to insured less penalty of the penalty bond between the amount specified in the
bid, or the work, in accordance with the modifications, of printing new contract documents,
revised drawings and printing and mailing notices in prospective bidders, whichever is less,
and this obligation shall be null and void otherwise in full force and effect. If the
Obligee accepts the bid of the Principal and the Principal within ten days after the rendering of
the contract, enters into a proper contract in accordance with the bid, plans, details,
specifications, and bill of materials, which said contract is made a part of this bond the same is
throughly null and void.

This is not an insurance or legal title of Contractor and obligee
This is not an insurance or legal title of Surety
This is not an insurance or legal title of Owner

IF THE SAID Principal shall work and fulfill the same with and every condition of such
contract, and indemnify the Obligee against all damage suffered by failure to perform such
contract according to the provision thereof and in accordance with the plans, details,
specifications, and bill of materials thereof and shall pay all financial duties of subcontractors,
materialmen, and laborers, for labor performed and materials furnished in the complete, correct,
performing, or completion of said contract, we agree and warrant that this undertaking
shall be for the benefit of any subcontractor or laborer having just claim, as well as for the Obligee
having claim this obligation shall be null and void otherwise in full force and effect. If the
Obligee accepts the bid of the Principal and the Principal within ten days after the rendering of
the contract, enters into a proper contract in accordance with the bid, plans, details,
specifications, and bill of materials, which said contract is made a part of this bond the same is
throughly null and void.

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

SIGNED AND SEALED this 13th day of July, 2021,

Bishop Supply Co., Inc.
Principal

City
City of Newark, Ohio
City
[Signature]
City Clerk

Surety Company Address:
City of Newark, Ohio
45242

Surety Agent's Name and Address:
City of Newark, Ohio
250 Canal Parkway, Suite D
Frank, OH 45035

OLD REPUBLIC SURETY COMPANY

BOARD OF DIRECTORS

THE FOLLOWING IS A LIST OF THE MEMBERS OF THE BOARD OF DIRECTORS OF THE OLD REPUBLIC SURETY COMPANY, INC., AS OF THE DATE OF THE MEETING OF THE BOARD OF DIRECTORS HELD AT THE COMPANY'S HEADQUARTERS ON JULY 13, 2021.

MEMBERS OF THE BOARD OF DIRECTORS:

Chairman: [Name]

President: [Name]

Secretary: [Name]

Members: [List of names]

2021 AG

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 this fund for the period specified. This certificate is only valid if premiums and assessments, including retroactive amounts, are paid by the applicable due date. To verify coverage, visit www.bwc.ohio.gov, or call 1-800-644-8222.

This certificate must be conspicuously posted.

Policy number and employer: **60211337**
BUCKETE SEPTIC TANK CO
450 W. JEFFERSON / COLUMBIA RD SE
W. JEFFERSON, OH 43082-1336

Period specified below:
6/01/2021 to 07/31/2022

www.bwc.ohio.gov
 Issued by: **BWC**



Interim Administrator: **CEO**

You can reproduce this certificate on demand.

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 unless 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
 For more information, please visit www.bwc.ohio.gov.

DP-20 BWC 1623 (Rev. 03, 2015)

NOTICE

1. That portion of your work not at which the
 title of contract has been put in its
 proper use by any person or organization
 after the date of completion of the work
 shown in the following schedule for a
 period of six months after the date of
 completion of the work.

2. With respect to the portions of work in these
 additional contracts, the liability is added to
 the title of the contract.

3. Payment provided to the additional contract is
 required by a contract or agreement for work
 will pay in kind of the additional contract & the
 amount of payment.

4. Provided by the contract or agreement
 4. Available under the mortgage title of
 the contract shown in the following
 schedule & fees
 This statement shall not be used to
 apply the title of the contract shown in the
 following.

Contract and conditions apply unless modified by this statement.

AFFIDAVIT OF CONTRACTOR OR SUPPLIER OF RESPONSIBILITY OF PERSONAL PROPERTY TAXES

O.R.C. 5714.01

STATE OF OHIO: Madison County

to Madison County Board of Commissioners

The undersigned, being first duly sworn, having been retained a contract by you for
Madison County hereby certifies that we are not charged at the time the list was
 submitted with any delinquent personal property taxes on the ground tax list of personal
 property of any county in which you are a taxing district here existing and that we were not
 charged with delinquent personal property taxes on any such tax list.

In consideration of the truth of the above contents of the above statement is sworn to
 in and subject to a contract of the municipality.

Richard L. Lutz
District Officer

Sworn to before me and subscribed to my presence this 14 day of May
1913.

Shirley K. Boygen
 CLERK OF COMMISSIONERS
 407 1/2 S. Main St.
 Madison, Ohio 43040
 Board of Madison County

Government Forms and Supplies: EbscoSourcePlus

NONCOLLISION AFFIDAVIT

State of Ohio
County of Madison

BID Identification Madison County 2020 CDBG Program
City of London Drainage Improvements Project

CONTRACTOR Brownie Seale Truck & Inc. DeLeon Forest
being first duly sworn, deposes and says that he is TRUCKER (with
owner, a partner, president, secretary, etc.) of Brownie Seale Truck & Inc.

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 exclusive or shared that said BIDDER has not directly or indirectly induced or enticed any other BIDDER to put in a false or sham BID, and has not directly or indirectly enticed, conspired, conspired, 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 a promise, commission or otherwise 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 regarding the contract or expense intended in the proposed contract, that all statements contained in such BID are true, and, further, that said BIDDER has not, directly or indirectly, exhibited 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
DeLeon Forest



SELENE K. BOGGS
Notary Public, State of Ohio
My Comm. Expires 06/30/22
Notary in Madison County

Seal of Notary
Sele K. Boggs

E-9

CERTIFICATE OF OWNER'S ATTORNEY

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

I have examined the attached contract(s) and every book and the names of persons thereon, and I am of the opinion that each of the proposed 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 therein, and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with laws, ordinances and provisions thereof.

[Signature]
Date: 7/13/21

CERTIFICATE OF OWNER'S FINANCIAL OFFICER

ATTEND:
I, Janet 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, and is in the process of collection to the credit of the appropriate fund for its proper execution.

[Signature]

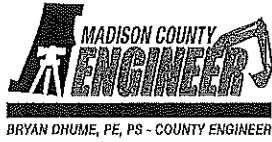
SEAL

F-1

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

Subject: Bid Award – Approved – Gannon Ditch # 214

Mr. Wallace moved per the recommendation of Bryan Dhume, Engineer, to award the bid for the Gannon Ditch # 214 to Pullins Drainage in the amount of \$74,571.82.



826 US 42 NE
LONDON, OHIO 43140
T: 740-852-9404 | F: 740-852-9530

July 13, 2021

Honorable Board of
Madison County Commissioners
1 North Main St.
London, OH 43140

Re: Bid Recommendation – Gannon Ditch #214 Ditch Improvement
Tuesday, July 6, 2021 at 10:00 A.M. – Bid Opening

Gentlemen:

Below is a tabulation of the bids received by your honorable board on the above date and time:

| COMPANY | TOTAL BID |
|-------------------------|--------------|
| PULLINS DRAINAGE | \$74,571.82 |
| J&T EXCAVATING | \$160,064.00 |
| MARK FINCHUM EXCAVATING | \$108,205.00 |
| MAPLE LEAF DEMOLITION | \$127,000.00 |
| ENVIRO CONSTRUCTION | \$138,570.00 |

Therefore, I recommend that your honorable board award the bid to the low bidder as follows: Pullins Drainage and Excavating, LLC, 12662 Shanley Road, Quincy, OH 43343 in the amount of Seventy Four Thousand Five Hundred Seventy-One Dollars and Eighty-Two Cents (\$74,571.82) and enter into a contract for same.

In accordance with ORC 9.24, I have checked the Auditor of State's Unresolved Findings for Recovery Database. Paul Pullins, Partner of Pullins Drainage and Excavating, LLC was not listed and we have retained the certified search confirmation page in the project file.

I hereby request that your honorable board adopt a resolution accepting the above recommendations.

Sincerely,

Bryan D. Dhume, PE, PS
Madison County Engineer

cc: File

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

Subject: Resolution – Approved – Executive Session

Mr. Wallace moved to enter into executive session at 9:30 a.m. to discuss real estate. Nick Adkins, Prosecutor, Bryan Dhume, Engineer, and John Swaney, Sheriff, was asked to join this executive session discussion. The session concluded at 9:40 a.m. No action was taken.

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

Dr. Xenikis

Chris Wallace

Mark Forrest

ATTEST: _____