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: Budget Revision – Approved - Probate

Mr. Wallace moved per the request of Chris Brown, Probate/Juvenile Judge to approve the budget revision for the following:

Decrease: Probate Juror's (1000-A02D-5-0062) in the amount of $3,840.00.
Decrease: Probate Transcripts (1000-A02D-5-0064) in the amount of $5,000.00.

Increase: Probate PERS (1000-AO2D5-0042) in the amount of $3,061.00
Increase: Probate Medical (1000-AO2D-5-0044) in the amount of $387.75.
Increase: Probate Health (1000-AO2D-5-0100) in the amount of $5,391.25.

MADISON COUNTY PROBATE AND JUVENILE COURT
1 NORTH MAIN, ROOM 104
LONDON, OHIO 43140
740-852-0756

2021 OCT 28 PM 3:31

Christopher J. Brown, Judge October 28, 2021

Mr. Chris Wallace
Mr. Tony Xenikis
Mr. Mark Forrest
Dear Board of Commissioners:

Please authorize the decrease of a budget revision in the amount of $3,840.00 from the Probate Juror Fee's account #1000-AO2D-50062 and the Probate Transcripts account # 1000-AO2D-50064 in the amount of $5,000.00.

Please increase the following accounts.

Probate PERS account# 1000-AO2D-50042- $3061.00
Probate Medicare account # 1000-AO2D-50044- $387.75
Probate Health Insurance account#1000-AO2D-50100-$5,391.25

The purpose of the reallocations are due to the fact that the 2022 Health benefits will be deducted from the last 3 pay periods of our 2021 budget after the court's budget had been approved.

Thank you for your assistance in this matter.

Sincerely,

Christopher J. Brown, Judge

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 E2009491KV

Subject: Decrease PO Funding – Approved – Juvenile Detention

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

Decease: Juvenile Detention (1000-A04B-5-0150) PO # 2510 in the amount of $33,170.00.

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

Subject: Budget Revision – Approved – Commissioners Transfer

Mr. Wallace moved to approve the budget revision for the following:

Decrease: Juvenile Detention (1000-A04B-5-0150) in the amount of $33,170.00.

Increase: Commissioners Transfers (1000-A01A-5-0049) in the amount of $33,170.00.

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

Subject: Transfer – Approved – Sanitary Sewer

Mr. Wallace moved to approve the transfer for the following:

Transfer from: Commissioners Transfers (1000-A01A-5-0049) in the amount of $33,170.00.

Transfer to: Sanitary Sewer (2054-4-0200) in the amount of $33,170.00.

Madison County
Sanitary Sewer & Water District
1860 Old Springfield Rd / PO Box 623
PO Box 623
London, Ohio 43140
Phone: 740-845-1702
Fax: 740-845-1703

October 28, 2021

Madison County Commissioners
Courthouse
London, Ohio 43140

Gentlemen:

Attached are copies of invoices from IBI Group in the amount of $33,170.00 for services rendered for the waterline project, Regional WWTP Study, and 42/70 Sewer Ext. At this time in the Madison County Water Development Fund (2054) there is only about $100.00 in the fund. For the District to be able to pay these invoices, a transfer of $33,170.00 needs to be made, or more for future invoices. Please transfer into 2054-40200.

Thank you for your cooperation in these necessary changes.

Respectfully,

Rob Shaw
Madison County Administrator

RS:mmp

MADISON COUNTY COMMISSIONERS

Approved: ✓
Disapproved: _____
Date: 11-2-2021

Subject: Budget Revision – Approved – Juvenile

Mr. Wallace moved per the request of Chris Brown, Probate/Juvenile Judge to approve the budget revision for the following:

Decrease: Juvenile Travel (1000-AO2C5-0040) in the amount of $500.00.

Increase: Juvenile Supplies (1000-AO2C-5-0020) in the amount of $500.00.

MADISON COUNTY PROBATE AND JUVENILE COURT
1 NORTH MAIN, ROOM 104
LONDON, OHIO 43140
740-852-0756

2021 OCT 28 PM 3:31

Christopher J. Brown, Judge — October 28, 2021

Mr. Chris Wallace
Mr. Tony Xenikis
Mr. Mark Forrest

Dear Board of Commissioners:

Please authorize the decrease of a budget revision in the amount of $500.00 from the Juvenile Travel account #1000-AO2-50040 and increase the following Account:

Juvenile Supplies Account #1000-AO2C-50020- $500.00

Thank you for your assistance in this matter.

Sincerely,

Christopher J. Brown, Judge

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 E2009491KV

Subject: Decrease PO Funding – Approved – Professional Services

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

Decease: Professional Services (1000-A04B-5-0045) PO # 2518 in the amount of $10,994.00.

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

Subject: Budget Revision – Approved – Professional Services

Mr. Wallace moved to approve the budget revision for the following:

Decrease: Professional Services (1000-A04B-5-0045) in the amount of $10,994.00.

Increase: Commissioners Transfers (1000-A01A-5-0049) in the amount of $10,994.00.

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

Subject: Transfer – Approved – Sanitary Sewer

Mr. Wallace moved to approve the transfer for the following:

Transfer from: Commissioners Transfers (1000-A01A-5-0049) in the amount of $10,994.00.

Transfer to: Sanitary Sewer (2054-4-0200) in the amount of $10,994.00.'

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

Madison County
Sanitary Sewer & Water District
1869 Old Springfield Rd / PO Box 623
PO Box 623
London, Ohio 43140
Phone: 740-845-1702
Fax: 740-845-1703

November 2, 2021

Madison County Commissioners
Courthouse
London, Ohio 43140

Gentlemen:

Attached are a copies of invoices from Lavelle Law Offices in the amount of $10,994.00 for services rendered for the easements for the waterline project. At this time in the Madison County Water Development Fund (2054) there is only about $100.00 in the fund. For the District to be able to pay these invoices, a transfer of $10,994.00 needs to be made, or more for future invoices. Please transfer into 2054-40200.

Thank you for your cooperation in these necessary changes.

Respectfully,

Rob Shaw
Madison County Administrator

RS:cmp

MADISON COUNTY COMMISSIONERS

Approved: ✓
Disapproved:
Date: 11-2-2021

Subject: Transfer – Approved – Engineer

Mr. Wallace moved per the request of Bryan Dhume, Engineer, to approve the transfer for the following:

Transfer from: Ditch Labor (4100-R000-7610) in the amount of $28,989.97.
Transfer from: Ditch Materials (4100-R000-0600) in the amount of $8,785.37.
Transfer from: Ditch Contracts (4100-R000-0804) in the amount of $160.00.
Transfer from: Ditch Other Admin (4100-R000-0046) in the amount of $111,315.60.
Transfer from: Ditch Other Repair (4100-R000-0046) in the amount of $2,466.52.

Transfer to: Gas Tax Reimbursements (2000-0600) in the amount of $151,717.46.

MADISON COUNTY ENGINEER
BRYAN DHUME, PE, PS - COUNTY ENGINEER

2021 NOV -2 AM 7:33

825 US 42 NE
LONDON, OHIO 43140
P: 740-852-9484 | F: 740-852-9539

Nov. 2, 2021

Madison County Commissioners
1 N. Main Street
London, Ohio 43140

Re: Budget Transfers 2021

Gentlemen:

I am requesting your approval to make the following reimbursement to my 2021 Budget for Ditch maintenance work completed 7-29-21 to 10-6-2021.

Transfer $ 28,989.97 from (4100-R000-7610) Ditch Labor
Transfer $ 8,785.37 from (4100-R000-0600) Ditch Materials
Transfer $ 160.00 from (4100-R000-0804) Ditch Contracts
Transfer $ 111,315.60 from (4100-R000-0046) Ditch Other Admin.
Transfer $ 2,466.52 from (4100-R000-0046) Ditch Other Repair

Transfer $151,717.46 into the (2000-0600) Gas Tax Reimbursements.

Thank you for your cooperation in these necessary changes.

Sincerely,

Bryan D. Dhume, PE, PS
Madison County Engineer

MADISON COUNTY COMMISSIONERS

Approved: ✓
Disapproved: ____
Date: 11-2-2021

Nov. 2 2021 7:38AM No. 0902 P. 1/6

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 8200549KV

Subject: Transfer – Approved – Engineer

Mr. Wallace moved per the request of Bryan Dhume, Engineer, to approve the transfer for the following:

Transfer from: Commissioners Transfers (1000-A01A-5-0049) in the amount of $47,271.20.
Transfer to: Gas Tax Reimbursements (2000-0600) in the amount of $47,271.20.

Nov. 2 2021 7:37AM No. 0900 P. 1

MADISON COUNTY ENGINEER

2021 NOV -2 AM 7:33

BRYAN DHUME, PE, PS - COUNTY ENGINEER

825 US 42 NE
LONDON, OHIO 43140
T: 740-852-0404 | F: 740-852-9530

Nov. 2, 2021

Madison County Commissioners
1 N. Main Street
London, Ohio 43140

Re: Budget Transfers 2021

Gentlemen:

I am requesting your approval to make the following reimbursement to my 2021 Budget for funding the Tax Map department. This department consists of one full time Tax map Technician (Sidley Helphrey) and one part time GIS Analyst/Tax Map Supervisor (Valerie Eades). This reimbursement will cover work completed from 3-8-21 to 12-31-2021.

Transfer $ 47,271.20 from (1000-A01A-0049) Commissioners Tranfers

Transfer $ 47,271.20 into the (2000-0600) Gas Tax Reimbursements.

Thank you for your cooperation in these necessary changes.

Sincerely,

Bryan D. Dhume, PE, PS
Madison County Engineer

MADISON COUNTY COMMISSIONERS

Approved: V
Disapproved:
Date: 11-2-2021

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

Subject: Budget Revision – Approved – Engineer

Mr. Wallace moved per the request of Bryan Dhume, Engineer, to approve the budget revision for the following:

Decrease: Ditch Other (4100-R000-0046) in the amount of $20,000.00.

Increase: Ditch Materials (4100-R100-0060) in the amount of $20,000.00.

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

Nov. 2 2021 7:38AM No. 0901 P. 1/1

MADISON COUNTY ENGINEER

BRYAN DHUME, PE, PS - COUNTY ENGINEER

2021 NOV -2 AM 7:33

826 US 42 NE
LONDON, OHIO 43140
T: 740-852-9404 | F: 740-852-9630

Nov. 2, 2021

Madison County Commissioners
1 N. Main Street
London, Ohio 43140

Re: Budget Changes 2021

Gentlemen:

I am requesting your approval to make the following changes in my 2021 Ditch Maintenance Budget:

Increase (4100-R000-0046) Ditch Other	$ 20,000.00
Decrease (4100-R100-0060) Ditch Materials	$ 20,000.00

Adjusted beginning balances will be as indicated below:

(4100-R000-0046) Ditch Other	$ 70,000.00
(4100-R100-0060) Ditch Materials	$ 700,000.00

Thank you for your cooperation in these necessary changes.

Sincerely,

Bryan D. Dhume, PE, PS
Madison County Engineer

MADISON COUNTY COMMISSIONERS

Approved: V.

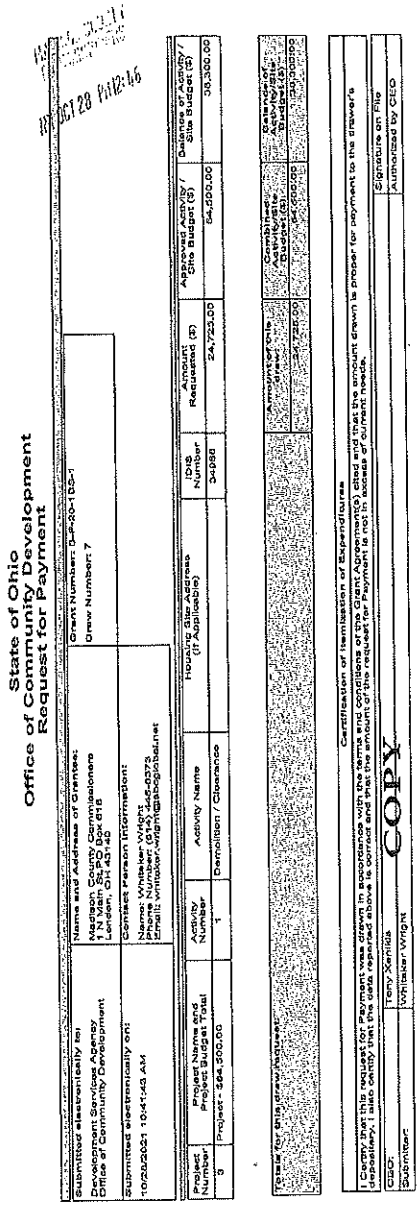
Disapproved: _____

Date: 11-2-2021

Government Forms and Supplies 8200945191KV

Subject: Drawdown – Approved – CDC

Mr. Wallace moved per the request of Whitaker Wright CDC Consultant, to approve the drawdown request in the amount of $24,725.00.



State of Ohio
Office of Community Development
Request for Payment

Submitted electronically by:
Development Services Agency
Office of Community Development

Name and Address of Grantee:
Madison County Commissioners
1 N Main St, PO Box 618
London, OH 43140

Grant Number: B-A-20-1BS-1
Draw Number 7

Contact Person Information:
Name: Whitaker Wright
Phone Number: (937)844-5373
Email Number: (937)@sbcglobal.net

Submitted electronically on:
10/28/2021 10:41:43 AM

Project Number	Project Name and Project Budget Total	Activity Number	Activity Name	Housing Site Address (If Applicable)	IDIS Number	Amount Requested ($)	Approved Activity / Site Budget ($)	Balance of Activity / Site Budget ($)
9	Project - $64,300.00	1	Demolition / Clearance		34988	24,725.00	64,300.00	39,300.00

Totals for this draw request: 24,725.00 64,300.00 39,300.00

Amount for this draw request: 24,725.00 Combined Activity Budget ($): 64,300.00 Balance of Activity Budget ($): 39,300.00

Certification of Itemization of Expenditures

I Certify that this request for Payment was drawn in accordance with the terms and conditions of the Grant Agreement(s) cited and that the amount drawn is proper for payment to the drawer's payee(s). I also certify that the state received value for the goods and services listed on the invoices or vouchers that support the request for Payment and that the request for Payment is not in excess of current needs.

CEO: Terry Xenikis
Submitter: Whitaker Wright

Signature on File
Authorized by CEO

COPY

CDC OF OHIO
OCD Programs
CASH DRAWDOWN RECORD

Section One: Community Information			
Program Type/Activity Number		Name and Address of Grantee	
FY 2020 CDBG Program		Madison County	
Wallace W. Wright		Madison County Courthouse London, Ohio 43140	
FEIN Number:			
31-6000675			
REPORT PERIOD:	October 28, 2021	Community Number:	ES
		Grant Disbursing No.:	7
FUNDS RECD:		Funding No.	na

Section Two: Transactions and Expenditures

Grant Number	Project No./Activity Name & No.	Activity Budget	Amount of This Draw	Cumulative Amount Drawn	Balance
B-F-39-1ES-1	01) London Drainage	$91,520	$0	$55,509	$36,011
B-F-39-1ES-1	03) Fair Housing	$3,000	$0	$0	$3,000
B-F-39-1ES-1	02) General Administration	$84,000	$0	$38,000	$46,000
B-F-39-1ES-1	04) South Solon Clearance	$84,500	$24,726	$79,200	$5,300
B-F-39-1ES-1	05) South Solon Engineering Fees	$100,720	$0	$46,180	$54,540
B-F-39-1ES-1	06) South Solon Sewer Project	$288,100	$0	$0	$288,100
B-F-39-1ES-1	07) South Solon Street Improvements	$159,500	$0	$0	$159,500
B-F-39-1ES-1	08) South Solon Water Improvements	$130,720	$0	$0	$130,720
	TOTAL	$943,560	$24,726	$219,089	$724,471
Total of This Draw:			$24,726		

Notes:

1) Clearance Fraction Executive Pay Request $24,726

$24,726

Sissy Wiseman

From: Sissy Wiseman
Sent: Thursday, October 28, 2021 11:27 AM
To: Wallace Wright; Jennifer Hunter
Subject: RE: madison 2020 CDBG OD 7

Ill present this to the Commissioners on November 2nd.
Thanks,
Sissy Wiseman

From: wallace wright [mailto:wallace.wright@cdbgohio.net]
Sent: Thursday, October 28, 2021 10:49 AM
To: Sissy Wiseman; Jennifer Hunter
Subject: madison 2020 CDBG OD 7

Good Morning -

Attached is a copy of the drawdown, along with the cash record showing the sources as uses of the funds. Hard copies will go out in today's mail.

Wallace

Wallace W. Wright, Senior Planner
CDC of Ohio, Inc.
Community Development Consultants of Ohio
2335 S. High Street | P.O. Box 15280 | Columbus, Ohio 43215-0280
P. (614) 469-1373 | F. (614) 469-4701 | E. wallace.wright@cdbgohio.net

1

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 E2009491KV

Subject: Contract – Approved – Caldwell Tanks, Inc.

Mr. Wallace moved per the recommendation of Kevin Wood, IBI Consultant, to approve the contract with Caldwell Tanks, Inc. for the construction of the elevated water storage tank including appurtenances.

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification.

STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR
ON THE BASIS OF A STIPULATED PRICE

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by

[your seal]

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
a practice division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

[NSPE logo]

AMERICAN SOCIETY OF CIVIL ENGINEERS

[ASCE logo]

This document has been approved and endorsed by

The Associated General [AGC] Construction Specifications Institute

[CSI]

This Standard Form of Agreement has been prepared for use with the Standard General Conditions of the Construction Contract (No. EJCDC C-700, 1996 Edition). This provision is not intended to be used in any manner that changes the text of the Standard Form of Agreement between Owner and Contractor (No. EJCDC C-520, 1996 Edition) or the Standard General Conditions of the Construction Contract (No. EJCDC C-700, 1996 Edition), or that conflicts with the language of those documents. Comments concerning their use may be addressed to the EJCDC Users Guide (No. EJCDC C-003). See also the Guide to the Preparation of Supplementary Conditions (No. EJCDC C-800, 1996 Edition).

EJCDC C-520 (1996 Edition)

EJCDC[1]
STANDARD FORM OF AGREEMENT
CONTRACT DOCUMENTS (OWNER AND CONTRACTOR)
ON THE BASIS OF A STIPULATED PRICE (2 PARAGRAPH)

THIS CONTRACT (the "Agreement") is made as of the [illegible] day of [illegible] 2011

with its principal place of business located at 1 N Main St, London, OH 43140
(hereinafter called "OWNER") and CALDWELL TANKS, INC.

with its principal place of business located at 4500 FORTUNE BLVD, GOODLETTSVILLE, TN 37072

(hereinafter called "CONTRACTOR").

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Construction of a new Elevated Water Storage Tank including appurtenances

(the "Work").

ARTICLE 2 - THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Construction of the Madison County Water System - Elevated Water Storage Tank

(the "Project").

ARTICLE 3 - ENGINEER

3.01 The Project has been designed by CONSULTING ENGINEER
IBI Group
One Park Place Plaza, Suite 1100
Columbus, OH 43215
614-818-4900
614-818-4901

Project Manager: Kevin Wood
kevin.wood@ibigroup.com

who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

[1] The Owner-Contractor Agreement ("Contract") (No. C-520, 1996 Edition) published by the Standard General Conditions of the Construction Contract ("General Conditions") (No. C-700, 1996 Edition) and the Owner-Engineer Agreement (No. E-500, 2002 Edition) published by the Engineers Joint Contract Documents Committee, have been prepared for use with one another. The Agreement has been prepared for use with the Standard General Conditions and Guide to the Preparation of Supplementary Conditions (No. C-800, 1996 Edition). Comments concerning the use of these documents may be addressed to the EJCDC Users Guide (No. C-003). See also the Guide to the Preparation of Supplementary Conditions (No. C-800, 1996 Edition).

ARTICLE 4 - CONTRACT TIMES

4.01 Time of the Essence

A. All time limits for Milestones, Notice of Substantial Completion, and completion and readiness for final payment stated in the Contract Documents are of the essence of the Contract.

4.02 Progress Other Than Substantial Completion and Final Payment

A. The Work will be substantially completed within Three Hundred Sixty-Five (365) days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within Thirty (30) days after the date of Substantial Completion.

4.03 Liquidated Damages

A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expenses, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER the sum of Seven Hundred Fifty ($750.00) for each day that expires after the time specified in Paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Times or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER the sum of Seven Hundred Fifty ($750.00) for each day that expires after the time specified in Paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 - CONTRACT PRICE

5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraph 5.02 below, for all Work, subject to such additions and deductions by Change Order, as may be later agreed to in writing by both parties prior to the beginning of such Work. All specific cash allowances are included in the above price and have been established in accordance with Paragraph 11.02 of the General Conditions.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. CONTRACTOR shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

6.02 Progress Payments, Retainage

A. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment on or before the first day of each month after the beginning of the Work provided for in the Contract Documents, but not more than one such payment will be made for each full calendar month of the period between the Effective Date and the date of Substantial Completion as provided in Paragraph 15.01.A.1 of the General Conditions. All such payments will be measured by the schedule of values established in Paragraph 2.07.A.2 of the General Conditions (and in the case of Unit Price Work based on the number of units completed), or, in the event there is no schedule of values, as provided in the General Conditions.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER may determine or OWNER may withhold in accordance with Paragraph 15.01.E of the General Conditions:

a. 95% of Work completed (with the balance being retainage). Upon the Work being 50% completed as determined by ENGINEER, and if the character and progress of the Work have been satisfactory to OWNER and ENGINEER, then no additional retainage for Work subsequently completed; and

b. 95% of materials and equipment not incorporated in the Work (with the balance being retainage).

2. Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 100% of the Work completed, less such amounts as ENGINEER shall determine in accordance with Paragraph 14.07.B.5 of the General Conditions and less one hundred percent (100%) of ENGINEER'S estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion ("Punch List").

6.03 Final Payment

A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said Paragraph 14.07, Date of Final Completion.

ARTICLE 7 - INTEREST

7.01 All amounts not paid when due as provided in Article 15 of the General Conditions shall bear interest at the rate upon amounts paid by the current agent for accounts in the reserve account, or if no current account, as required by applicable Laws and Regulations.

ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents, including the "Technical Data" identified in Article 9 below "technical data" and other related data identified in the Bidding Documents.

B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. CONTRACTOR is familiar with and is satisfied as to all Federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. To the extent available, CONTRACTOR has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions.

E. To the extent available, CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto.

Government Forms and Supplies 800-594-8910

5. CONTRACTOR does not consider that any direction, instruction, interpretation, or determination of ENGINEER is acceptable under the Contract Documents or in any way constitutes a change in the Work or an adjustment in the Contract Price or Contract Times, CONTRACTOR may request a change or adjustment in accordance with the procedures set forth in the Contract Documents.

6. CONTRACTOR shall not be entitled to any claim against ENGINEER on account of any action taken or omitted by ENGINEER in connection with the provisions of this paragraph.

7. CONTRACTOR shall promptly report to ENGINEER any conflict, error, ambiguity, or discrepancy that CONTRACTOR discovers in the Contract Documents, and shall obtain a written interpretation or clarification from ENGINEER before proceeding with any Work affected thereby; or CONTRACTOR shall be liable for any failure to so report and obtain an interpretation or clarification.

8. CONTRACTOR shall not be relieved of obligations to perform the Work in accordance with the Contract Documents because of any inspection, interpretation, recommendation, approval, or other action of ENGINEER, whether or not specifically called for by the Contract Documents (except for a timely, express written waiver or clarification issued by ENGINEER), or because of any payment made prior to Final Acceptance or to Substantial Completion.

9. The Contract Documents are generally intended to establish and convey understandings of all terms and conditions for performance and furnishing of the Work.

ARTICLE 5 - CONTRACT DOCUMENTS

5.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 7, inclusive);

2. Bid Security (Bid Guaranty, Contract and Performance Bond [AIA C110, A312 or other Bid Security as indicated in the Bid], or other Bid Security accepted by Owner pursuant to Paragraph 20.01.B.3) (Contract and Performance Bond is pages 1 to 3, inclusive);

3. Contract and Performance Payment Bond (pages 1 to 3, inclusive) (Bid Security [AIA Document A310, certified bank check, or other acceptable Bid Security] and the power of attorney for each Bond signed by each surety company issuing a Bond must be identical);

4. Other Bid requirements;

a. Qualifications and Statement of Bidder (pages 1 to 3, inclusive);

b. Experience Statement of Bidder (pages 1 to 3, inclusive);

c. Bidder's Representations and Property Taxes Affidavit (pages 1 to 2, inclusive);

d. Non-Collusion Affidavit of Bidder (Contractor) (pages 1 to 2, inclusive);

e. Certificate of Owner's Attorney (pages 1 to 2, inclusive);

f. Certificate of Corporate Secretary (pages 1 to 2, inclusive);

g. Compliance with Ohio Revised Code Section 3517.13

h. Addenda affirmation and Security—Contractor shall provide all Bonding Documents

i. Bidder's Bond (pages 1 to 2, inclusive);

5. General Conditions (pages 1 to 34, inclusive);

6. Supplementary Conditions (pages 1 to 13, inclusive);

7. Specifications as listed in the Table of Contents of the Project Manual; and

8. Addenda (numbers 1 to 1, inclusive);

9. Additional items, if any, not listed in Paragraph 5.01.A.1 through 5.01.A.8 that are specifically identified in Exhibit A to this Agreement or the Bid Form:

a. Bid Bond (pages 1 to 1, inclusive);

b. CONTRACTOR's Bid Schedule of Prices (pages 1 to 1, inclusive);

c. Certificate of Insurance (1 page);

d. Bond Bureau Prevailing Wage Packet for Water Project (Packet is located and bound as Prevailing Wage Contract Requirements Water and Sewer Projects, Revised 2021, and)

e. Contract and Performance Bond (AIA C110) Bid Security (Bid Security in the form of a cashier's check, certified check or letter of credit)

10. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

a. Written Amendments;

b. Work Change Directives;

c. Change Orders(s);

d. Field Order(s);

e. Applications for Payment;

f. Item No Longer Applicable (Use reserved for adding typical Owner/Contractor forms or drawings);

g. Additional Documents Owner or Engineer May Require;

h. Certificates of Substantial Completion; and

i. Notice of Final Completion Form.

B. There are no Contract Documents other than those listed above in this Article 5.01.

C. The Contract Documents may only be amended, modified or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 6 - INSURANCE

6.01 Terms

A. Terms used in this Article 6 are as defined in Article 1 of the General Conditions.

6.02 Assignment of Contract

A. Unless expressly agreed to in writing by all parties and bonding companies, no assignment by any party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be

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

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F. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, reviews, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.

H. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, reviews, and data with the Contract Documents.

I. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 7, inclusive);

2. Bid Security (Bid Guaranty, Contract and Performance Bond OR ORC 153.54 or Bid security in cashier's check, certified check or letter of credit, per ORC 153.54) Contract and Performance Bond is required (pages 1 to 3 inclusive);

3. Contract and Performance Bond (pages 1 to 3, inclusive) (If Bid security furnished is cashier's check, certified check, or letter of credit for 10% of Bid) and is to be provided concurrently with signed Bid by Successful Bidder);

4. Other Agreements;

a. Qualifications and Statement of Bidder Statement (pages 1 to 4, inclusive);

b. Experience Statement of Bidder (pages 1 to 4, inclusive);

c. Debarment Form and Property Taxes Affidavit (pages 1 to 1, inclusive);

d. Non-Collusion Affidavit of Bidder Contractor (pages 1 to 1, inclusive);

e. Certificate of Owner's Attorney (pages 1 to 1, inclusive);

f. Certificate of Owner's Fiscal Officer (pages 1 to 1, inclusive);

g. Compliance with Ohio Revised Code Section 3517.13

h. Division of Bid-related Security - Government Bonds and Purchasing Contracts

i. Bidder's Bond (pages 1 to 1, inclusive);

5. General Conditions (pages 1 to 38, inclusive);

6. Supplementary Conditions (pages 1 to 12, inclusive);

7. Specifications as listed in the Table of Contents of the Project Manual; and

8. Addenda (numbers 1 to 2, inclusive);

B. Exhibits to this Agreement (pages 1 to 1 inclusive):

a. Addenda Received (pages 1 to 1, inclusive);

b. CONTRACTOR's Bid (pages 1 to 1 inclusive);

c. Certificate of Insurance (if any);

d. Notice to Proceed (pages 1 to 1 inclusive);

e. Contract and Performance Bond (ORC 153.54 or Bid Security if Bid Security is in the form of a cashier's check, certified check or letter of credit);

10. The following will be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto but identified by reference:

a. Written Amendments;

b. Work Change Directives;

c. Change Orders;

d. Field Orders;

e. Application for Payment;

f. Letter of Acceptance (if any) (issued with or subsequent to Notice of Award);

g. Notice to Proceed (pages 1 to 1 inclusive);

h. Certificate of Substantial Completion; and

i. Final Change Order Form.

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as noted otherwise above).

C. There are no Contract Documents other than those listed in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.05 of the General Conditions.

ARTICLE 10 - MISCELLANEOUS

10.01 Terms

A. Terms used in this Agreement will have the meanings indicated in the General Conditions.

10.02 Assignment of Contract

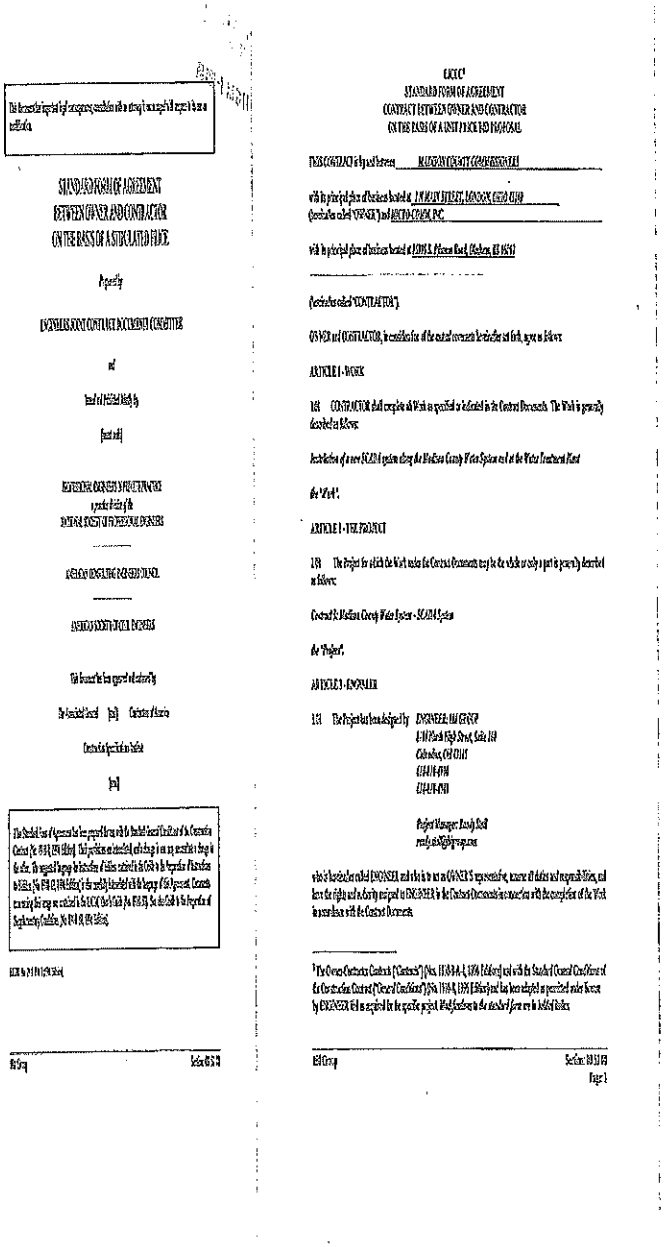
A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be

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 8200934914V

Subject: Contract – Approved – Micro Comm, Inc.

Mr. Wallace moved per the recommendation of Kevin Wood, IBI Consultant, to approve the contract with Micro Comm, Inc. for the installation of a new SCADA system along the Madison County water system and the water treatment plant.



This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or completion.

STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR
ON THE BASIS OF A STIPULATED PRICE

Prepared by

[illegible]

[illegible]

This document has been approved and endorsed by

[illegible]

[illegible]

This Standard Form of Agreement has been prepared for use with the Standard General Conditions of the Construction Contract, No. 1910-8 (1996 Edition). Their provisions are interrelated and a change in one may affect the others. The language in this Agreement should not be altered, added to, deleted from or otherwise modified without careful consideration of the changes in meaning and effect which may result. Comments concerning the use of this Agreement should be directed to the Engineers Joint Contract Documents Committee, No. 1910-8 (1996 Edition).

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1910-8-A-1 (1996 Edition)

Page 1 Section 00510

EJCDC®
STANDARD FORM OF AGREEMENT
CONTRACT BETWEEN OWNER AND CONTRACTOR
ON THE BASIS OF A STIPULATED PRICE

THIS CONTRACT is by and between MADISON COUNTY COMMISSIONERS

with its principal place of business located at 1 NORTH MAIN STREET, LONDON, OHIO 43140
(hereinafter called "OWNER") and MICRO COMM, INC.

with its principal place of business located at 1200 S. Patterson Road, Baraboo, WI 53913

(hereinafter called "CONTRACTOR").

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Installation of a new SCADA system along the Madison County Water System and at the Water Treatment Plant

the "Work".

ARTICLE 2 - THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole, or only a part, is generally described as follows:

Owner and the Madison County Water System - SCADA System

the "Project".

ARTICLE 3 - ENGINEER

3.01 The Project has been designed by ENGINEERS, INC GROUP
11 West South High Street, Suite 110
Columbus, OHIO 43215
(614) 818-4900
(614) 818-4901

Project Manager: Kenneth Bird
email: kbird@ibigroup.com

who is hereinafter referred to as ENGINEER and who is to act as OWNER'S representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

[1] The Owner-Contractor Contract (Stipulated Price) (No. 1910-8-A-1, 1996 Edition) is to be used with the Standard General Conditions of the Construction Contract (Owner and Contractor) (No. 1910-8, 1996 Edition) and other documents as specified under Section 00510 by ENGINEER. If it is required that the agreement be executed before the standard forms are available, the

IBI Group Section 00510
Page 1

ARTICLE 4 - CONTRACT TIMES

4.01 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Days to Achieve Substantial Completion and Final Payment

A. The Work will be substantially completed within Three Hundred Sixty-Five (365) days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within Thirty (30) days after the date of Substantial Completion.

4.03 Liquidated Damages

A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER *[the sum of Two Hundred Dollars ($200.00)]* for each day that expires after the time specified in Paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER *[the sum of Two Hundred Dollars ($200.00)]* for each day that expires after the time specified in Paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 - CONTRACT PRICE

5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the *[ESTIMATED]* Prices established in and subject to the Notice of Award and as amended by the Owner, subject to additions and deductions by Change Order. All specific cash allowances are included in the above price and have been computed in accordance with Paragraph 11.02 of the General Conditions.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

6.02 Progress Payments; Retainage

A. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment not later than Two (2) months after the date of performance of the Work, provided that CONTRACTOR submits the Application for Payment not later than the first of such month, and as provided in Paragraph 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established in Paragraph 2.10.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed), or, in the event there is no schedule of values, as provided in the General Conditions and:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER may determine or OWNER may withhold, in accordance with Paragraph 14.02 of the General Conditions:

a. 95% of Work completed (with the balance being retainage). Upon the Work being 50% complete as determined by ENGINEER, and if the character and progress of the Work have been satisfactory to OWNER and ENGINEER, then no additional retainage on the Work will be applied, provided that:

b. 95% of stored materials and equipment not incorporated in the Work (with the balance being retainage).

2. Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 100% of the Work completed, less such amounts as ENGINEER shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less the percentage determined by ENGINEER to be retained of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion (Phase I and II).

6.03 Final Payment

A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said Paragraph 14.07, Phase of Final Completion.

ARTICLE 7 - INTEREST

7.01 All amounts not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate per annum as specified by the statute equal to statutory rate for amounts accrued, and if no statute accrued, as required by applicable laws and legislation.

ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents, including the Addenda listed in Article 1 of the Agreement "or identified above" and other related data identified in the Bidding Documents.

B. CONTRACTOR has visited the Site and become familiar with and satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. CONTRACTOR is familiar with and satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the Work.

D. To the extent available, CONTRACTOR has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 5.03 of the General Conditions and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site which have been identified in the Supplementary Conditions as provided in Paragraph 5.06 of the General Conditions.

E. To the extent available, CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto.

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Subject: Contract – Approved – M. Campbell Contracting LLC

Mr. Wallace moved per the recommendation of Kevin Wood, IBI Consultant, to approve the contract with M. Campbell Contracting LLC, for the construction of a new water distribution system.

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification.

STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR
ON THE BASIS OF A STIPULATED PRICE

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by

[insert each]

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
a practice division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

AMERICAN CONSULTING ENGINEERS COUNCIL

AMERICAN SOCIETY OF CIVIL ENGINEERS

This document has been approved and endorsed by

The Associated General [and] Contractors of America

Construction Specifications Institute

[and]

This Standard Form of Agreement has been prepared for use with the Standard General Conditions of the Construction Contract (No. 1910-8, 1996 Edition). Their provisions are interrelated, and changes in one may necessitate changes in the other. The suggested language for instructions of Bidders contained in the Guide to the Preparation of Instructions to Bidders (No. 1910-12, 1996 Edition) is also carefully interrelated with the language of this Agreement. Comments concerning their usage are contained in the EJCDC User's Guide (No. 1910-19). See also Guide to the Preparation of Supplementary Conditions (No. 1910-17, 1996 Edition).

EJCDC No. 1910-8-A (1996 Edition)

IBI Group — Section 00 52 00

EJCDC[1]
STANDARD FORM OF AGREEMENT
CONTRACT BETWEEN OWNER AND CONTRACTOR
ON THE BASIS OF A UNIT PRICE BID PROPOSAL

THIS CONTRACT is by and between MADISON COUNTY COMMISSIONERS

with its principal place of business located at 1 MACON STREET, LONDON, OHIO 43140
(hereinafter called "OWNER") and M. CAMPBELL CONTRACTING, LLC

with its principal place of business located at 1234 MCCARTLEY ROAD, STOW, OHIO 44224

(hereinafter called "CONTRACTOR").

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Construction of a new Water Distribution system

the "Work".

ARTICLE 2 - THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Contract 1: Madison County Water System – Distribution System Part 1

the "Project".

ARTICLE 3 - ENGINEER

3.01 The Project has been designed by ENGINEER: IBI GROUP
101 North High Street, Suite 100
Columbus, OH 43215
614 418-0900
614 418-0901

Project Manager: Randy Dull
randy.dull@ibigroup.com

who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

[1] The Owner-Contractor Contract ("Contract") (No. 1910-8-A-1, 1996 Edition) and with the Standard General Conditions of the Construction Contract ("General Conditions") (No. 1910-8, 1996 Edition) and has been adapted as permitted under a license by ENGINEER and as required for the specific project. Modifications to the standard form are in bold face.

IBI Group — Section 00 52 00
Page 1

ARTICLE 4 - CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Days to Achieve Substantial Completion and Final Payment*

A. The Work will be substantially completed within *Three Hundred Sixty-Five (365)* days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within *Thirty (30)* days after the date of Substantial Completion.

4.03 *Liquidated Damages*

A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expenses, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER *zero hundred dollars* ($*0.00*) for each day that expires after the time specified in Paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Times or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER *zero hundred dollars* ($*0.00*) for each day that expires after the time specified in Paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 - CONTRACT PRICE

5.01 *OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum in accordance with the Bid Schedule Form attached as indicated in the Notice of Award and as recorded by the Owner, subject to additions and deductions by Change Order. All specific cash allowances are included in the above price and have been computed in accordance with Paragraph 11.02 of the General Conditions.*

ARTICLE 6 - PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment *no later than Two (2) months following the date performance of the Work, provided that CONTRACTOR submits its Applications for Payment no later than the first of each month* and as provided in Paragraph 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER may determine or OWNER may withhold, in accordance with Paragraph 14.02 of the General Conditions:

a. 0% of Work completed (with the balance being retainage). Upon the Work being 50% completed as determined by ENGINEER, and if the character and progress of the Work have been satisfactory to OWNER and ENGINEER, then no additional retainage for Work subsequently completed; and

b. 0% of stored materials and equipment not incorporated in the Work (with the balance being retainage).

2. Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 100% of the Work completed, less such amounts as OWNER shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less the percentage retained by OWNER pursuant to Article of the value of Work to be completed or corrected as shown on a list of items to be completed or corrected attached to the certificate of Substantial Completion (*Punch List*).

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said Paragraph 14.07, *Date of Final Completion*.

ARTICLE 7 - INTEREST

7.01 All amounts not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate per annum as paid by the escrow agent for amounts in the escrow account, or if no escrow account, as required by applicable Laws and Regulations.

ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents, including the *Addenda listed in Article 1 below "not identified here" and also identified in the Supplement to the Bidding Documents.*

B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local laws and Regulations that may affect cost, progress, and performance of the Work.

D. To the extent available, CONTRACTOR has carefully studied: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site which has been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions.

E. To the extent available, CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto.

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F. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.

H. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 3 - CONTRACT DOCUMENTS

3.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 7, inclusive).

2. Bid Security (Bid Guaranty, Contract and Performance Bond OR CHECK) or (Bid security in cashier's check, certified check or Money Bond, pay ORC 153.57) Contract and Performance Bond as required (pages 1 to 3 inclusive).

3. Contract and Performance Payment Bond (pages 1 to 3, inclusive). (Bid Security (Bid security in cashier's check certified check, cashier's check, or Letter of credit for 10% of Bid) and to be provided concurrently with signed Bid by Successful Bidder).

4. Other Requirements:

a. Qualifications and Resources of Bidder Statement (pages 1 to 1, inclusive).

b. Experience Statement of Bidder (pages 1 to 1, inclusive).

c. Debarment Personal Property Taxes Affidavit (pages 1 to 1, inclusive).

d. Non-Collusion Affidavit of Bidder/Contractor (pages 1 to 1, inclusive).

e. Certificate of Owner's Attorney (pages 1 to 1, inclusive).

f. Certificate of Owner's Fiscal Officer (pages 1 to 1, inclusive).

g. Compliance with Ohio Revised Code Section 153.03

h. Division of Unemployment Security - Government Businesses and Non-Profit Contractors

i. Notice of Award (pages 1 to 1, inclusive).

5. General Conditions (pages 1 to 53, inclusive).

6. Supplementary Conditions (pages 1 to 12, inclusive).

7. Specifications as listed in Table of Contents of the Project Manual.

8. (Addenda) (numbers 1 to 1, inclusive).

9. Bidder's Bid (pages 1 to 5, inclusive).

a. Notice to Bidders (pages 1 to 1, inclusive).

b. Bid Form (Bid Bond) (Bid Check) (pages 1 to 1 inclusive).

c. Certificate of Insurance (1 of 1).

d. Prevailing Wage Rates for the Project Public Improvement and Prevailing Wage Contract Requirements including Ohio Revised Code (1 of 1).

e. Contract and Performance Bond (OR CHECK) (Bid Security in cashier's check, certified check or Letter of Credit).

B. The following will be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto at the time thereof:

1. Written Amendments;

2. Field Orders/Work Orders;

3. Change Orders;

4. Field Orders;

5. Applications for Payment;

6. Owner's Safety Program (if Owner has such a program) (Owner's Safety Program);

7. Affidavit of Compliance with Prevailing Wages;

8. Certificate of Substantial Completion; and

9. Other Post-Completion Documents.

C. The documents listed in Paragraph 3.01.A are attached to this Agreement (except as expressly noted otherwise above).

D. There are no Contract Documents other than those listed above in this Article 3.

E. The Contract Documents may only be amended, modified or supplemented as provided in Paragraph 3.05 of the General Conditions.

ARTICLE 4 - INSURANCE

4.01 Proof

A. Insurance shall be in accordance with the Contract Documents.

4.02 Assignment of Contract

A. No assignment by any party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be

limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

11.03 Successors and Assigns

A. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

11.04 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

11.05 Other Provisions

A. ***DOMESTIC STEEL USE REQUIREMENTS AS SPECIFIED IN SECTION 153.011 OF THE (OHIO) REVISED CODE APPLY TO THIS PROJECT. COPIES OF SECTION 153.011 OF THE (OHIO) REVISED CODE CAN BE OBTAINED FROM ANY OF THE OFFICES OF THE DEPARTMENT OF ADMINISTRATIVE SERVICES.***

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

This Agreement will be effective on _____, 2021 (which is the Effective Date of the Agreement).

OWNER: MADISON COUNTY COMMISSIONERS

By: _____
Bill Shaw, Madison County Administrator

Address for giving notices:
MADISON COUNTY COMMISSIONERS
1 N MAIN STREET
LONDON, OHIO 43140

(If OWNER is a corporation, attach evidence of authority to sign. If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of OWNER-CONTRACTOR Agreement.—*See Attorney Approval and Fiscal Authority Approval Forms*)

DESIGNER: BH GROUP
Designated OWNER'S Agent and Representative:
Name: ROBERT A. STELLE, PE
Title: PROJECT MANAGER
Address: 1330 NORTH MAIN STREET, SUITE 100
GREENVILLE, OHIO 45331
Phone: 937-547-1500
Facsimile: 937-547-1501
Email: rstelle@bhgroupohio.com

CONTRACTOR:
M. CAMPBELL CONTRACTING, LLC.

By: _____

[CORPORATE SEAL]
Attest: _____

Address for giving notices:
M. CAMPBELL CONTRACTING, LLC.
2600 CLAUDIA DRIVE
XENIA, OHIO 45324

License No.: 45324
(Where applicable)

Agent for service of process: Cynthia Campbell Hall

2600 Claudia Drive, Xenia, OH 45324

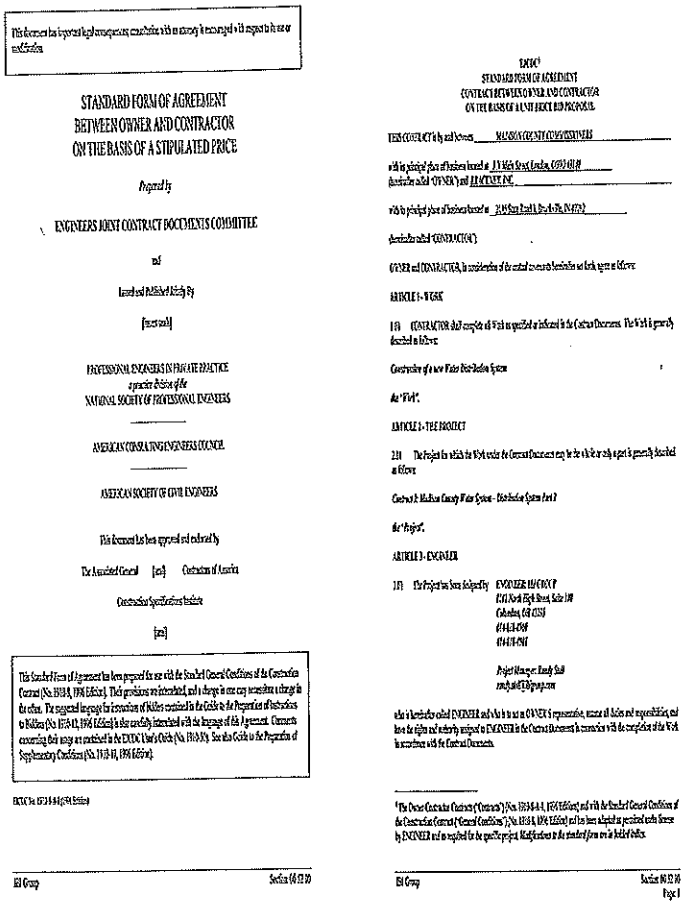
(If CONTRACTOR is a corporation or a partnership, attach evidence of authority to sign)

Designated Representative:
Name: Mark L. Campbell
Title: Managing Member
Address: 2600 Claudia Drive
Xenia, OH 45324
Phone: 937-558-3010
Facsimile: 937-558-3226
Email: mark@mcampbellcontracting.com

Government Forms and Supplies E2009491KV

Subject: Contract – Approved – Brackney Inc.

Mr. Wallace moved per the recommendation of Kevin Wood, IBI Consultant, to approve the contract with Brackney Inc. for the construction of a new water distribution system.



This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification.

STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR
ON THE BASIS OF A STIPULATED PRICE

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By

[name redacted]

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
a practice division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

AMERICAN CONSULTING ENGINEERS COUNCIL

AMERICAN SOCIETY OF CIVIL ENGINEERS

This document has been approved and endorsed by

The Associated General [redacted] Contractors of America

Construction Specifications Institute

[redacted]

This Standard Form of Agreement has been prepared for use with the Standard General Conditions of the Construction Contract (No. EJCDC 1910-8, 1996 Edition). Their provisions are interrelated, and changes in one may necessitate a change in the other. For guidance on the coordination of Articles contained in the Guide to the Preparation of Instructions to Bidders (No. EJCDC 1910-12, 1996 Edition) is also carefully interrelated with the language of this Agreement. Comments concerning their use are contained in the EJCDC User's Guide (No. EJCDC 1910-30). See also Guide to the Preparation of Supplementary Conditions (No. EJCDC 1910-17, 1996 Edition).

EJCDC No. EJCDC 1910-8-A (1996 Edition)

IBI Group — Section 00 52 00

EJCDC[1]
STANDARD FORM OF AGREEMENT
CONTRACT BETWEEN OWNER AND CONTRACTOR
ON THE BASIS OF A UNIT PRICE BID PROPOSAL

THIS CONTRACT is by and between MADISON COUNTY COMMISSIONERS

with its principal place of business located at [redacted] Main Street, London, OH 43140
(hereinafter called "OWNER") and BRACKNEY INC.

with its principal place of business located at [redacted] Rte 40, Brownsville, PA 15417

(hereinafter called "CONTRACTOR")

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Construction of a new Water Distribution System

the "Work".

ARTICLE 2 - THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Contract 2: Madison County Water System - Distribution System Part 2

the "Project".

ARTICLE 3 - ENGINEER

3.01 The Project has been designed by ENGINEER: IBI GROUP
[redacted] North High Street, Suite 100
Columbus, OH 43215
[redacted]
[redacted]

Project Manager: Randy Stahl
[redacted]@ibigroup.com

who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

[1] The Owner-Contractor Contract ("Contract") No. EJCDC 1910-8-A, 1996 Edition), and with the Standard General Conditions of the Construction Contract ("General Conditions"), No. EJCDC 1910-8, 1996 Edition), and has been adapted as specified in the Guide to the Preparation of Supplementary Conditions (No. EJCDC 1910-17, 1996 Edition).

IBI Group — Section 00 52 00
Page 1

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ARTICLE 4 - CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Days to Achieve Substantial Completion and Final Payment*

A. The Work will be substantially completed within *Three Hundred Sixty-Five (365)* days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within *Thirty (30)* days after the date of Substantial Completion.

4.03 *Liquidated Damages*

A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER *nine hundred dollars ($900.00)* for each day that expires after the time specified in Paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER *nine hundred dollars ($900.00)* for each day that expires after the time specified in Paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 - CONTRACT PRICE

5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in the current funds equal to the sum of the amounts determined pursuant to Paragraph 5.02 below, for all specific cash allowances are included in the above price and have been computed in accordance with Paragraph 11.03 of the General Conditions.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

6.02 *Progress Payments, Retainage*

A. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment no later than *Thirty (30)* days after the date of performance of the Work, provided that CONTRACTOR submits its Application for Payment no later than the first of each month and as provided in Paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed), or, in an event there is no schedule of values, as provided in the General Conditions:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER may determine or OWNER may withhold, in accordance with Paragraph 14.02 of the General Conditions:

a. 95% of Work completed (with the balance being retainage). Upon the Work being 50% completed as determined by ENGINEER, and if the character and progress of the Work have been satisfactory to OWNER and ENGINEER, then no more additional retainage for Work subsequently completed; and

b. 95% of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

2. Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to *100%* of the Work completed, less such amounts as ENGINEER shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less the percentage determined by ENGINEER'S estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion (*Punch List*).

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said Paragraph 14.07, *Date of Final Completion*.

ARTICLE 7 - INTEREST

7.01 All amounts not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate per annum as paid by the escrow agent for amounts in the escrow account, or if no escrow account, as required by applicable Laws and Regulations.

ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents, *including the "Allowable Bid Item Table" below "Technical Data" and other related data identified in the Bidding Documents.*

B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. To the extent available, CONTRACTOR has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions; and (2) reports and drawings of Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions.

E. To the extent available, CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto.

[illegible]

[illegible]

[illegible]

Government Forms and Supplies E20094915KV

limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.01.3 Successors and Assigns

A. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.04.4 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be enforced to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.04.5 Other Provisions

A. ***DOMESTIC STEEL USE REQUIREMENTS AS SPECIFIED IN SECTION 153.011 OF THE (OHIO) REVISED CODE APPLY TO THIS PROJECT. COPIES OF SECTION 153.011 OF THE (OHIO) REVISED CODE CAN BE OBTAINED FROM ANY OF THE OFFICES OF THE DEPARTMENT OF ADMINISTRATIVE SERVICES.***

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER [with a copy to ENGINEER] and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

This Agreement will be effective on _____, _____ (which is the Effective Date of the Agreement).

OWNER: MADISON COUNTY COMMISSIONERS	CONTRACTOR: BLACKMAT, INC.
By: _____ Rick Shaw, Madison County Administrator	By: Kim Bailey, President
	[CORPORATE SEAL]
	Attest: Christie Williams
Address for giving notices:	Address for giving notices:
MADISON COUNTY COMMISSIONERS	Blackmat, Inc.
1 N. MAIN STREET	2345 State Road 1
LONDON, OHIO 43140	Brookville, IN 47012
(If OWNER is a corporation, attach evidence of authority to sign. If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of OWNER-CONTRACTOR Agreement.)	License No. _____ (If Applicable)
	Agent for service of process: _____
	(If CONTRACTOR is a corporation or a partnership, attach evidence of authority to sign.)
ENGINEER: EH CROUP	
Designated OWNER'S Agent and Representative:	Designated Representative:
Name: Randy A. Stull, P.E.	Name: Kim Bailey
Title: PROJECT MANAGER	Title: President
Address: 250 NORTH HIGH STREET, SUITE 100 COLUMBUS, OHIO 43215	Address: 2345 S.R. 1 Brookville, IN 47012
Phone: 614-334-6709	Phone: 765-647-6651
Facsimile: 614-334-6721	Facsimile: 765-647-5521
Email: rstull@ehcroup.com	Email: kbailey@blackmat.com

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

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Subject: Resolution – Approved – Executive Session

Mr. Forrest moved per the request of John Swaney, Sheriff, to enter into executive session to discuss contract negotiations.

Following a second from Mr. Wallace the result of the roll call was: Dr. Xenikis, yes, Mr. Wallace, yes, and Mr. Forrest, yes.
This session began at 8:41 a.m. and concluded at 8:55 a.m. No action was taken.

Subject: Resolution – Approved – Executive Session

Mr. Forrest moved to enter into executive session to discuss economic development.

Following a second from Mr. Wallace the result of the roll call was: Dr. Xenikis, yes, Mr. Wallace, yes, and Mr. Forrest, yes.
This session began at 9:31 a.m. and concluded at 9:53 a.m. No action was taken.

Subject: Resolution – Approved – Executive Session

Mr. Forrest moved per the request of Jennifer Hunter, Auditor, to discuss a personnel issue.

Following a second from Mr. Wallace the result of the roll call was: Dr. Xenikis, yes, Mr. Wallace, yes, and Mr. Forrest, yes.
This session began at 10:19 a.m. and concluded at 10:24 a.m. No action was taken.

Subject: Travel Request – Approved – Auditor

Mr. Wallace moved per the request of Jennifer Hunter, Auditor, to approve the required meeting request in compliance with ORC 325:20 for the following:

Jennifer Hunter to "CAAO Winter Conference" November 17 – 19, 2021 in Dublin, Ohio. Cost $150.00.

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

Subject: Personnel Action – Approved – Human Resources

Mr. Wallace moved to approve the personnel action form for Sabah Al, Human Resources Specialist, resignation effective October 26, 2021.

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

Subject: Personnel Action – Approved – DJFS

Mr. Wallace moved to approve the personnel action form for Lin Duffey, Help Me Grow Home Visitor, address change effective October 27, 2021.

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: _____

Government Forms and Supplies 8200949 1KV

Subject: Resolution – Approved – Executive Session

Mr. Forrest moved per the request of John Swaney, Sheriff, to enter into executive session to discuss contract negotiations.

Following a second from Mr. Wallace the result of the roll call was: Dr. Xenikis, yes, Mr. Wallace, yes, and Mr. Forrest, yes.
This session began at 8:41 a.m. and concluded at 8:55 a.m. No action was taken.

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Subject: Personnel Action – Approved – DJFS

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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: Kristie Wise