

First Reading: August 17, 2021
Second Reading: dispensed

RESOLUTION 2021- 067

**A RESOLUTION APPROVING AND AUTHORIZING A CONTRACT TO
RECONSTRUCT A TOWNSHIP AND A COUNTY ROAD FOR THE LARCHVIEW
DRIVE AND PLAINFIELD ROAD IMPROVEMENT PROJECT AND DISPENSING
WITH A SECOND READING**

WHEREAS, on October 1, 2019, the Board of Township Trustees of Sycamore Township determined to make improvements to roads in the Township by reconstructing Larchview Drive from Eldora Drive to Plainfield Road and on Plainfield Road from the Deer Park Corporation Line to the Blue Ash Corporation Line (the "Larchview Drive and Plainfield Road Improvement Project") and approved an agreement with Hamilton County; and

WHEREAS, the Township has received a State Capital Improvement Project ("SCIP") grant in the amount of 50% of the remainder of the cost of the project; and

WHEREAS, the Greater Cincinnati Water Works has agreed to pay for the portions of the project costs related to replacement of the water main on Larchview Drive and Plainfield Road; and

WHEREAS, Hamilton County has agreed to pay for the portions of the project costs related to the reconstruction of the roadway; and

WHEREAS, Plainfield Road is a county road; and

WHEREAS, the Township caused plans and specifications for the Larchview Drive and Plainfield Road Improvement Project to be prepared and those plans and cost estimates were approved by Hamilton County, Ohio; and

WHEREAS, the plans and specifications were advertised for bids as required by law; and

WHEREAS, Ford Development Corp. submitted the lowest and best bid for the Larchview Drive and Plainfield Road Improvement Project in the amount of \$4,650,831.02 which bid is substantially lower than the engineer's estimate of the cost of the work; and

WHEREAS, the Board of Township Trustees wishes to determine to further proceed with the project and award the bid for the Larchview Drive and Plainfield Road Improvement Project to Ford Development Corp.;

NOW THEREFORE, BE IT RESOLVED by the Board of Township Trustees of Sycamore Township, State of Ohio:

SECTION 1. The Board hereby determines to further proceed with the Larchview Drive and Plainfield Road Improvement Project and determines that the entire cost of the project, after subtracting the SCIP grant, the payment by Greater Cincinnati Water Works and the payment by Hamilton County shall be paid by Sycamore Township. There shall be no assessment to any property owners for the costs of the project.

SECTION 2. The Chairman of the Board, the Township Administrator or Assistant Township Administrator and the Fiscal Officer are hereby authorized and directed to contract with Ford Development Corp. to provide for the Larchview Drive and Plainfield Road Improvement Project as set forth in the plans and specifications prepared by the Township for the project.

SECTION 3. The contract with Ford Development Corp. shall provide that the contractor shall provide and furnish all of the labor, materials, tools, expendable equipment, all utility, insurance and transportation services, all as required in accordance with the plans and specifications prepared by the Township for the Larchview Drive and Plainfield Road Improvement Project, which plans and specifications shall be made a part of such contract.

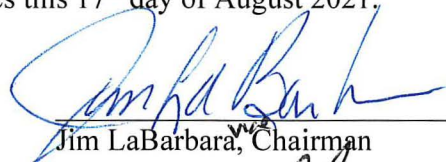
SECTION 4. Subject to the funding sources for the project and subject to the additions and deletions contained therein, the contract price with Ford Development Corp. shall not exceed \$4,650,831.02.

SECTION 5. The Board of Township Trustees of Sycamore Township, by at least two-third vote of all of its members, dispenses with any requirement that this Resolution be read on two separate days and authorizes its passage upon one reading.

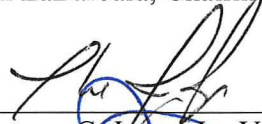
VOTE RECORD:

Mr. James Y Mr. LaBarbara Y Mr. Weidman Y

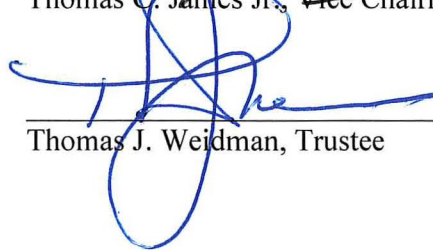
PASSED at the meeting of the Board of Trustees this 17th day of August 2021.



Jim LaBarbara, Chairman



Thomas C. James Jr., Vice Chairman



Thomas J. Weidman, Trustee

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Sycamore Township Fiscal Officer, this 17th day of August 2021.



Robert C. Porter, III
Sycamore Township Fiscal Officer

APPROVED AS TO FORM:



Deepak K. Desai, Law Director

BID FORM

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

- 1.01 This Bid is submitted to: Sycamore Township, Township Complex, 8540 Kenwood Road, Sycamore Township, Ohio 45236
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
 - A. Required Bid security;
 - B. Affidavit of Bidder Regarding Delinquent Personal Property Tax
 - C. State of Ohio EEO Requirements and Bid Conditions for OPWC-Assisted Construction Projects

ARTICLE 3—BASIS OF BID

- 3.01 Unit Price Bids
 - A. Bidder will perform the following Work at the following indicated unit prices.
 - B. Bidder acknowledges that:
 - 1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
 - 2. estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

(Bid Form on next page)

REF. NO.	ITEM NO.	DESCRIPTION	UNIT OF MEASURE	APPROX. QTY.	UNIT PRICE	TOTAL
COUNTY ITEMS - PLAINFIELD ROAD AND TWO TRAFFIC SIGNALS						
1	202	REMOVED, AS PER PLAN	LUMP	1.00	\$ 3,000.00	\$ 3,000.00
2	202	CURB REMOVED	FT.	1,555.00	\$ 1.00	\$ 1,555.00
3	202	WALK REMOVED	S.F.	2,934.00	\$ 0.50	\$ 1,467.00
4	202	CONCRETE DRIVE REMOVED	S.F.	1,446.00	\$ 0.50	\$ 723.00
5	253	PAVEMENT REPAIR	S.Y.	348.00	\$ 80.00	\$ 27,840.00
6	254	PATCHING PLANED SURFACE	S.Y.	282.00	\$ 2.20	\$ 620.40
7	254	3-1/2"± PAVEMENT PLANING, ASPHALT CONCRETE	S.Y.	28,127.00	\$ 2.50	\$ 70,317.50
8	407	NON-TRACKING TACK COAT, 0.06 GAL/S.Y.	GAL.	1,688.00	\$ 1.10	\$ 1,856.80
9	407	NON-TRACKING TACK COAT, 0.09 GAL/S.Y.	GAL.	2,531.00	\$ 1.10	\$ 2,784.10
10	411	STABILIZED CRUSHED AGGREGATE	C.Y.	26.00	\$ 60.00	\$ 1,560.00
11	441	2" ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 2, (448)	C.Y.	1,563.00	\$ 143.00	\$ 223,509.00
12	441	1-1/2" ASPHALT CONCRETE SURFACE COURSE, TYPE 1, (448), PG 64-22	C.Y.	1,172.00	\$ 176.00	\$ 206,272.00
13	452	7" NON-REINFORCED CONCRETE PAVEMENT, AS PER PLAN	S.Y.	161.00	\$ 120.00	\$ 19,320.00
14	608	5" CONCRETE WALK	S.F.	611.00	\$ 20.00	\$ 12,220.00
15	608	CURB RAMP	S.F.	2,186.00	\$ 30.00	\$ 65,580.00
16	609	TYPE 6 CURB REPLACED, IN-KIND	FT.	1,253.00	\$ 60.00	\$ 75,180.00
17	611	4" CONDUIT, TYPE E	FT.	180.00	\$ 5.00	\$ 900.00
18	614	MAINTAINING TRAFFIC	LUMP	1.00	\$ 10,000.00	\$ 10,000.00
19	614	DETOUR SIGNING	LUMP	1.00	\$ 8,000.00	\$ 8,000.00
20	614	WORK ZONE CENTER LINE, CLASS 1	MILE	1.86	\$ 1,800.00	\$ 3,348.00
21	614	WORK ZONE STOP LINE, CLASS 1	FT.	117.00	\$ 6.00	\$ 702.00
22	614	WORK ZONE EDGE LINE, CLASS 1	MILE	0.85	\$ 750.00	\$ 637.50
23	614	WORK ZONE CHANNELIZNG LINE, CLASS 1	FT.	836.00	\$ 1.10	\$ 919.60
24	623	CONSTRUCTION LAYOUT STAKES AND SURVEYING, AS PER PLAN	LUMP	1.00	\$ 5,000.00	\$ 5,000.00
25	625	BRACKET ARM, 10'	EACH	2.00	\$ 1,200.00	\$ 2,400.00
26	625	CONDUIT, 2", 725.051, AS PER PLAN	FT.	97.00	\$ 15.00	\$ 1,455.00
27	625	CONDUIT, 3", 725.051, AS PER PLAN	FT.	15.00	\$ 19.00	\$ 285.00
28	625	CONDUIT, 4", 725.051, AS PER PLAN	FT.	61.00	\$ 22.00	\$ 1,342.00
29	625	CONDUIT, JACKED OR DRILLED, 725.052, 2", AS PER PLAN	FT.	129.00	\$ 55.00	\$ 7,095.00
30	625	CONDUIT, JACKED OR DRILLED, 725.052, 3", AS PER PLAN	FT.	128.00	\$ 57.00	\$ 7,296.00
31	625	CONDUIT, JACKED OR DRILLED, 725.052, 4", AS PER PLAN	FT.	232.00	\$ 58.00	\$ 13,456.00
32	625	LUMINAIRE, CONVENTIONAL, SOLID STATE (LED), AS PER PLAN	EACH	2.00	\$ 750.00	\$ 1,500.00
33	625	PULL BOX, 725.06, SIZE 7	EACH	7.00	\$ 900.00	\$ 6,300.00
34	625	PULL BOX, 725.06, SIZE 18	EACH	2.00	\$ 1,400.00	\$ 2,800.00
35	625	GROUND ROD	EACH	15.00	\$ 320.00	\$ 4,800.00
36	630	REMOVAL OF GROUND MOUNTED POST SUPPORT AND DISPOSAL	EACH	9.00	\$ 5.00	\$ 45.00
37	630	REMOVAL OF GROUND MOUNTED SIGN AND DISPOSAL	EACH	19.00	\$ 5.00	\$ 95.00
38	630	REMOVAL OF GROUND MOUNTED SIGN AND REERECTION	EACH	9.00	\$ 10.00	\$ 90.00
39	630	SIGN, FLAT SHEET	S.F.	49.00	\$ 18.00	\$ 882.00
40	630	GROUND MOUNTED SUPPORT, NO. 3 POST	FT.	314.00	\$ 12.00	\$ 3,768.00
41	630	SIGN HANGER ASSEMBLY, MAST ARM, AS PER PLAN	EACH	6.00	\$ 350.00	\$ 2,100.00
42	630	SIGNING MISC.: SOLAR POWERED RRFB SIGN ASSEMBLY, AS PER PLAN	EACH	6.00	\$ 5,900.00	\$ 35,400.00
43	631	INTERNALLY ILLUMINATED FIXED MESSAGE SIGN, AS PER PLAN (STREET NAME)	EACH	6.00	\$ 3,400.00	\$ 20,400.00
44	632	VEHICULAR SIGNAL HEAD, (LED), BLACK, 3-SECTION, 12" LENS, 1-WAY, POLYCARBONATE, AS PER PLAN	EACH	16.00	\$ 1,100.00	\$ 17,600.00
45	632	PEDESTRIAN SIGNAL HEAD, (LED), TYPE D2, COUNTDOWN, AS PER PLAN	EACH	12.00	\$ 700.00	\$ 8,400.00
46	632	COVERING OF VEHICULAR SIGNAL HEAD	EACH	16.00	\$ 40.00	\$ 640.00
47	632	COVERING OF PEDESTRIAN SIGNAL HEAD	EACH	12.00	\$ 40.00	\$ 480.00
48	632	PEDESTRAIN PUSHBUTTON, AS PER PLAN	EACH	12.00	\$ 275.00	\$ 3,300.00
49	632	SIGNAL CABLE, 3-CONDUCTOR, NO. 12 AWG.	FT.	1,185.00	\$ 2.70	\$ 3,199.50
50	632	SIGNAL CABLE, 3-CONDUCTOR, NO. 14 AWG.	FT.	1,975.00	\$ 2.00	\$ 3,950.00
51	632	SIGNAL CABLE, 5-CONDUCTOR, NO. 14 AWG.	FT.	2,020.00	\$ 2.25	\$ 4,545.00
52	632	SIGNAL CABLE, 7-CONDUCTOR, NO. 14 AWG.	FT.	1,235.00	\$ 2.50	\$ 3,087.50
53	632	SIGNAL SUPPORT FOUNDATION, AS PER PLAN	EACH	5.00	\$ 5,500.00	\$ 27,500.00
54	632	PEDESTAL FOUNDATION	EACH	8.00	\$ 1,470.00	\$ 11,760.00
55	632	POWER CABLE, 3-CONDUCTOR, NO. 6 AWG	FT.	110.00	\$ 4.00	\$ 440.00
56	632	POWER SERVICE, AS PER PLAN	EACH	2.00	\$ 3,560.00	\$ 7,120.00
57	632	SIGNAL SUPPORT, TYPE TC-81.22, DESIGN 12, AS PER PLAN	EACH	2.00	\$ 16,300.00	\$ 32,600.00
58	632	SIGNAL SUPPORT, TYPE TC-81.22, DESIGN 2, AS PER PLAN	EACH	1.00	\$ 11,200.00	\$ 11,200.00
59	632	COMBINATION SIGNAL SUPPORT, TYPE TC-12.31, DESIGN 6 WITH MAST ARMS TC-81.22 DESIGN NO. 12 AND NO. 4, AS PER PLAN	EACH	1.00	\$ 26,800.00	\$ 26,800.00
60	632	COMBINATION SIGNAL SUPPORT, TYPE TC-81.22, DESIGN 4 WITH MAST ARMS NO. 2 AND NO. 2, AS PER PLAN	EACH	1.00	\$ 17,100.00	\$ 17,100.00
61	632	PEDESTAL, 8', TRANSFORMER BASE, AS PER PLAN	EACH	8.00	\$ 800.00	\$ 6,400.00
62	632	REMOVAL OF TRAFFIC SIGNAL INSTALLATION, AS PER PLAN	EACH	2.00	\$ 5,500.00	\$ 11,000.00
63	633	CABINET, TYPE 332, AS PER PLAN	EACH	1.00	\$ 14,900.00	\$ 14,900.00
64	633	CABINET, TYPE 336, AS PER PLAN	EACH	1.00	\$ 12,650.00	\$ 12,650.00
65	633	CABINET FOUNDATION	EACH	1.00	\$ 1,260.00	\$ 1,260.00
66	633	CONTROLLER WORK PAD, AS PER PLAN	EACH	1.00	\$ 935.00	\$ 935.00
67	633	UNINTERRUPTIBLE POWER SUPPLY (UPS), 1000 WATT, AS PER PLAN	EACH	2.00	\$ 6,600.00	\$ 13,200.00
68	644	CENTER LINE	MILE	1.86	\$ 4,400.00	\$ 8,184.00
69	644	STOP LINE	FT.	117.00	\$ 7.00	\$ 819.00
70	644	CROSSWALK LINE	FT.	1,102.00	\$ 3.00	\$ 3,306.00
71	644	CHANNELIZING LINE, 8"	FT.	836.00	\$ 1.70	\$ 1,421.20

72	644	EDGE LINE, 4"	MILE	0.85	\$ 2,600.00	\$ 2,210.00
73	644	LANE LINE, 4"	MILE	0.09	\$ 1,650.00	\$ 148.50
74	644	CHEVRON MARKING	FT.	17.00	\$ 7.00	\$ 119.00
75	644	LANE ARROW	BACH	40.00	\$ 132.00	\$ 5,280.00
76	644	WORD ON PAVEMENT	BACH	1.00	\$ 137.00	\$ 137.00
77	644	SCHOOL SYMBOL MARKING, 96"	EACH	1.00	\$ 600.00	\$ 600.00
78	644	TRANSVERSE/DIAGONAL LINES	FT.	1,426.00	\$ 5.50	\$ 7,843.00
79	659	SEEDING AND MULCHING, (HYDROSEED), AS PER PLAN	S.Y.	1,100.00	\$ 1.00	\$ 1,100.00
80	809	STOP LINE RADAR DETECTION, AS PER PLAN	EACH	7.00	\$ 8,000.00	\$ 56,000.00
81	809	ATC V6.24 CONTROLLER, AS PER PLAN	BACH	2.00	\$ 4,500.00	\$ 9,000.00
82	SPEC	REHABILITATE EXISTING CATCH BASIN/INLET, COMPLETE COUNTY SUBTOTAL	EACH	42.00	\$ 3,500.00	\$ 147,000.00
						\$ 1,338,055.60

TOWNSHIP ITEMS - LARCHVIEW, GLENBAR, APPLEWOOD

83	201	CLEARING AND GRUBBING, AS PER PLAN	LUMP	1.00	\$ 103,000.00	\$ 103,000.00
84	202	REMOVED, AS PER PLAN	LUMP	1.00	\$ 1,000.00	\$ 1,000.00
85	202	CURB REMOVED	FT.	7,567.00	\$ 1.00	\$ 7,567.00
86	202	WALK REMOVED	S.F.	3,400.00	\$ 0.50	\$ 1,700.00
87	202	CONCRETE DRIVE REMOVED	S.F.	7,650.00	\$ 0.50	\$ 3,825.00
88	202	CATCH BASIN REMOVED	EACH	5.00	\$ 50.00	\$ 250.00
89	202	STORM MANHOLE REMOVED	EACH	1.00	\$ 50.00	\$ 50.00
90	202	PIPE REMOVED, 24" AND UNDER	FT.	531.00	\$ 1.00	\$ 531.00
91	203	EXCAVATION, INCLUDING EMBANKMENT CONSTRUCTION, AS PER PLAN	C.Y.	5,185.00	\$ 30.00	\$ 155,550.00
92	204	SUBGRADE COMPACTION	S.Y.	11,990.00	\$ 1.00	\$ 11,990.00
93	204	PROOF ROLLING	hour	10.00	\$ 50.00	\$ 500.00
94	254	2" PAVEMENT PLANING, ASPHALT CONCRETE	S.Y.	652.00	\$ 11.00	\$ 7,172.00
95	301	6" ASPHALT CONCRETE BASE, PG64-22	C.Y.	1,598.00	\$ 132.00	\$ 210,936.00
96	304	6" AGGREGATE BASE, AS PER PLAN	C.Y.	1,993.00	\$ 60.00	\$ 119,580.00
97	407	NON-TRACKING TACK COAT, 0.06 GAL/SY	GAL.	1,200.00	\$ 1.10	\$ 1,320.00
98	411	STABILIZED CRUSHED AGGREGATE	C.Y.	36.00	\$ 60.00	\$ 2,160.00
99	441	1-3/4" ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 2, (448)	C.Y.	466.00	\$ 143.00	\$ 66,638.00
100	441	1-1/2" ASPHALT CONCRETE SURFACE COURSE, TYPE 1, (448), PG64-22	C.Y.	400.00	\$ 173.00	\$ 69,200.00
101	441	2" ASPHALT CONCRETE SURFACE COURSE, TYPE 1, (448), PG64-22	C.Y.	36.00	\$ 173.00	\$ 6,228.00
102	452	7" NON-REINFORCED CONCRETE PAVEMENT, AS PER PLAN	S.Y.	996.00	\$ 80.00	\$ 79,680.00
103	601	TYPE B ROCK CHANNEL PROTECTION	C.Y.	2.00	\$ 100.00	\$ 200.00
104	602	CONCRETE MASONRY	C.Y.	0.21	\$ 1,000.00	\$ 210.00
105	605	4" SHALLOW PIPE UNDERDRAINS (707.31), AS PER PLAN	FT.	875.00	\$ 10.00	\$ 8,750.00
106	608	5" CONCRETE WALK	S.F.	1,135.00	\$ 8.00	\$ 9,080.00
107	608	CURB RAMP	S.F.	2,684.00	\$ 10.00	\$ 26,840.00
108	609	STANDARD ROLL CURB AND GUTTER, AS PER PLAN	FT.	7,422.00	\$ 23.00	\$ 170,706.00
109	611	8" ROOF DRAIN COLLECTOR, AS PER PLAN	FT.	1,779.00	\$ 30.00	\$ 53,370.00
110	611	ROOF DRAIN COLLECTOR CLEANOUT	EACH	38.00	\$ 200.00	\$ 7,600.00
111	611	4" CONDUIT, TYPE B, 707.45, STORM REPAIR, AS PER PLAN	FT.	200.00	\$ 4.00	\$ 800.00
112	611	6" CONDUIT, TYPE B, 707.45, STORM REPAIR, AS PER PLAN	FT.	574.00	\$ 5.00	\$ 2,870.00
113	611	8" CONDUIT, TYPE B, 707.45, STORM REPAIR, AS PER PLAN	FT.	200.00	\$ 6.00	\$ 1,200.00
114	611	12" STORM SEWER, AS PER PLAN	FT.	982.00	\$ 80.00	\$ 78,560.00
115	611	15" STORM SEWER, AS PER PLAN	FT.	828.00	\$ 90.00	\$ 74,520.00
116	611	TYPE 3 CATCH BASIN	BACH	23.00	\$ 3,000.00	\$ 69,000.00
117	611	TYPE CB-3MH CATCH BASIN, AS PER PLAN	EACH	6.00	\$ 5,000.00	\$ 30,000.00
118	611	TYPE 3 STORM SEWER MANHOLE	EACH	9.00	\$ 4,000.00	\$ 36,000.00
119	611	SANITARY SEWER MANHOLE ADJUSTED TO GRADE	EACH	12.00	\$ 500.00	\$ 6,000.00
120	611	SANITARY SEWER MANHOLE RECONSTRUCTED TO GRADE	EACH	1.00	\$ 1,000.00	\$ 1,000.00
121	611	SANITARY LATERAL REPAIR (CONTINGENCY)	FT.	200.00	\$ 25.00	\$ 5,000.00
122	614	MAINTAINING TRAFFIC	LUMP	1.00	\$ 10,000.00	\$ 10,000.00
123	614	DETOUR SIGNING	LUMP	1.00	\$ 6,000.00	\$ 6,000.00
124	616	WATER	M. GAL.	40.00	\$ 10.00	\$ 400.00
125	623	CONSTRUCTION LAYOUT STAKES AND SURVEYING, AS PER PLAN	LUMP	1.00	\$ 20,000.00	\$ 20,000.00
126	630	REMOVAL OF GROUND MOUNTED SIGN AND REERECTION	EACH	32.00	\$ 10.00	\$ 320.00
127	630	REMOVAL OF GROUND MOUNTED POST SUPPORT AND DISPOSAL	EACH	23.00	\$ 5.00	\$ 115.00
128	630	REMOVAL OF GROUND MOUNTED SIGN AND DISPOSAL	EACH	23.00	\$ 5.00	\$ 115.00
129	630	GROUND MOUNTED SUPPORT, NO. 3 POST	FT.	305.00	\$ 12.00	\$ 3,660.00
130	630	SIGN, FLAT SHEET	S.F.	57.00	\$ 18.00	\$ 1,026.00
131	644	STOP LINE	FT.	12.00	\$ 7.00	\$ 84.00
132	644	CROSSWALK LINE	FT.	53.00	\$ 3.00	\$ 159.00
133	659	SEEDING AND MULCHING, (HYDROSEED), AS PER PLAN	S.Y.	6,000.00	\$ 1.00	\$ 6,000.00
134	832	EROSION CONTROL	BACH	5,000.00	\$ 1.00	\$ 5,000.00
135	SPEC	UNDERCUTTING	C.Y.	1,000.00	\$ 80.00	\$ 80,000.00
						\$ 1,563,462.00

GCWW WATER MAIN ITEMS - LARCHVIEW, PLAINFIELD, GLENBAR

136	1101	FURNISHING AND LAYING 4" DUCTILE IRON PIPE AND FITTINGS	FT.	17.00	\$ 100.00	\$ 1,700.00
137	1101	FURNISHING AND LAYING 6" DUCTILE IRON PIPE AND FITTINGS	FT.	423.00	\$ 110.00	\$ 46,530.00
138	1101	FURNISHING AND LAYING 8" DUCTILE IRON PIPE AND FITTINGS	FT.	5,938.00	\$ 160.00	\$ 950,080.00
139	1101	FURNISHING AND LAYING 12" DUCTILE IRON PIPE AND FITTINGS	FT.	220.00	\$ 220.00	\$ 48,400.00
140	1108	FURNISHING AND INSTALLING 18" STEEL CASING	FT.	37.00	\$ 100.00	\$ 3,700.00
141	1110	CONCRETE, CLASS "C"	C.Y.	33.00	\$ 10.00	\$ 330.00
142	1112	HAULING AND INSTALLING FIRE HYDRANT	EACH	18.00	\$ 3,000.00	\$ 54,000.00

143	1114	REMOVING FIRE HYDRANT	EACH	13.00	\$ 100.00	\$ 1,300.00
144	1115	FURNISHING AND INSTALLING FIRE HYDRANT EXTENSION, 6" LONG	EACH	4.00	\$ 300.00	\$ 1,200.00
145	1115	FURNISHING AND INSTALLING FIRE HYDRANT EXTENSION, 12" LONG	EACH	10.00	\$ 350.00	\$ 3,500.00
146	1115	FURNISHING AND INSTALLING FIRE HYDRANT EXTENSION, 18" LONG	EACH	1.00	\$ 400.00	\$ 400.00
147	1116	FURNISHING AND INSTALLING VALVE BOX COMPLETE	EACH	44.00	\$ 300.00	\$ 13,200.00
148	1116	FURNISHING AND INSTALLING VALVE BOX WITH 1" AIR RELEASE COMPLETE	EACH	31.00	\$ 600.00	\$ 18,600.00
149	1119	ADDITIONAL EXCAVATION	C.Y.	5.00	\$ 10.00	\$ 50.00
150	1120	EXPLORATORY EXCAVATION	C.Y.	5.00	\$ 10.00	\$ 50.00
151	1122	REMOVING EXISTING MANHOLE CURB AND COVER	EACH	22.00	\$ 50.00	\$ 1,100.00
152	1122	REMOVING EXISTING VALVE BOX	EACH	19.00	\$ 5.00	\$ 95.00
153	1126	FURNISHING AND INSTALLING 3/4" COPPER SERVICE PIPE W/ AQUA SHIELD	FT.	1,888.00	\$ 30.00	\$ 56,640.00
154	1126	FURNISHING AND INSTALLING 1" COPPER SERVICE PIPE W/ AQUA SHIELD	FT.	98.00	\$ 40.00	\$ 3,920.00
155	1128	RECONNECTING EXISTING 3/4" SERVICE BRANCH	EACH	7.00	\$ 1,000.00	\$ 7,000.00
156	1128	RECONNECTING EXISTING 1" SERVICE BRANCH	EACH	1.00	\$ 1,500.00	\$ 1,500.00
157	1128	RECONNECTING EXISTING 2" SERVICE BRANCH	EACH	1.00	\$ 2,000.00	\$ 2,000.00
158	1131	FURNISHING AND INSTALLING CURB AND ROADWAY BOX (RENEW)	EACH	100.00	\$ 100.00	\$ 10,000.00
159	1131	FURNISHING AND INSTALLING CURB AND ROADWAY BOX (RECONNECT)	EACH	5.00	\$ 100.00	\$ 500.00
160	509	REINFORCING STEEL	LBS.	3,360.00	\$ 0.01	\$ 33.60
161	602	BRICK MASONRY	C.Y.	1.00	\$ 10.00	\$ 10.00
162	608	CONCRETE SIDEWALKS (REMOVED AND REPLACED)	S.F.	16,275.00	\$ 6.00	\$ 97,650.00
163	637	SHEDTING AND BRACING ORDERED LEFT IN PLACE	MFBM	1.00	\$ 10.00	\$ 10.00
164	1125	RESETTING EXISTING VALVE BOXES COMPLETE	EACH	2.00	\$ 6.00	\$ 12.00
165	604	ADJUST EXISTING VALVE CHAMBER TO GRADE	EACH	6.00	\$ 500.00	\$ 3,000.00
GCWW WATER MAIN ITEMS TOTAL						\$ 1,326,510.60
CONSTRUCTION SUBTOTAL						\$ 4,228,028.20
10% CONTINGENCY						\$ 422,802.82
CONSTRUCTION GRAND TOTAL						\$ 4,650,831.02

ARTICLE 4—TIME OF COMPLETION

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 4.02 Bidder agrees that the Work will be substantially complete on or before November 3, 2022, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before November 23, 2022.
- 4.03 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5—BIDDER’S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 Bid Acceptance Period

- A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 Instructions to Bidders

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 Receipt of Addenda

- A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
1	08/06/2021

ARTICLE 6—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

6.01 Bidder’s Representations

- A. In submitting this Bid, Bidder represents the following:
 1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Bidder has carefully studied, if any, the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder’s (Contractor’s) safety precautions and programs.
 7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no 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.

8. Bidder 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 Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

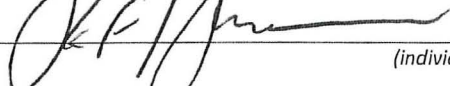
6.02 Bidder's Certifications

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract.
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
 - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

Bidder hereby submits this Bid as set forth above:


Bidder: FORD DEVELOPMENT CORP.
(typed or printed name of organization)

By: 
(individual's signature)

Name: ROBERT F. HENDERSON
(typed or printed)

Title: PRESIDENT
(typed or printed)

Date: 08/12/2021
(typed or printed)

Attest: 
(individual's signature)

Name: ROBERT T. HENDERSON
(typed or printed)

Title: CFO/CORPORATE SECRETARY
(typed or printed)

Date: 08/12/2021
(typed or printed)

Address for giving notices:

11148 WOODWARD LANE

CINCINNATI, OHIO 45241

Phone: 513-772-1521

Email: AKLOENNE@FORDDEVELOPMENT.COM

Federal I.D. Number: _____

Do you employ 5 or more employees? YES NO

If Bidder is a corporation, a partnership, or a joint venture, evidence of authority to sign may be required, if requested.



BID GUARANTEE BOND
(Section 153.571 Ohio Revised Code)

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned FORD DEVELOPMENT CORP. as Principal (Bidder) and GREAT AMERICAN INSURANCE COMPANY as Sureties, are hereby held and firmly bound unto Sycamore Township as Obligee (Owner), in the penal sum of the dollar amount of the Bid submitted by the Principal to the Obligee on AUGUST 12th, 2021 to undertake the Project known as Larchview Drive and Plainfield Road Improvements. The penal sum referred to herein shall be the dollar amount of the Principal's Bid to the Obligee, incorporating any additive or deductive alternate bids made by the principal on the date referred to above to the obligee, which are accepted by the obligee. In no case shall the penal sum exceed the amount of _____ dollars. (If the foregoing blank is not filled in, the penal sum will be the full amount of the principal's bid, including alternates. Alternatively, if the blank is filled in, the amount stated must not be less than the full amount of the bid including alternates, in dollars and cents. A percentage is not acceptable.) For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that whereas the above named Principal has submitted a Bid for the above referenced project.

Now, therefore, if the Obligee accepts the Bid of the Principal and the Principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material; and in the event the Principal pays to the Obligee the difference not to exceed ten per cent of the penalty hereof between the amount specified in the bid and such larger amount for which the Obligee may in good faith contract with the next lowest bidder to perform the work covered by the bid; or in the event the Obligee does not award the contract to the next lowest bidder and resubmits the project for bidding, the principal pays to the Obligee the difference not to exceed ten per cent of the penalty hereof between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new contract documents, required advertising, and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect; if the Obligee accepts the bid of the principal and the principal within ten days after the awarding of the contract enters into a proper contract in accordance with the bid, plans, details, specifications, and bills of material, which said contract is made a part of this bond the same as though set forth herein;

Now also, if the said principal shall well and faithfully do and perform the things agreed by Obligee to be done and performed according to the terms of said contract; and shall pay all lawful claims of subcontractors, materials suppliers, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any materials suppliers or laborer having a just claim, as well as for the Obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

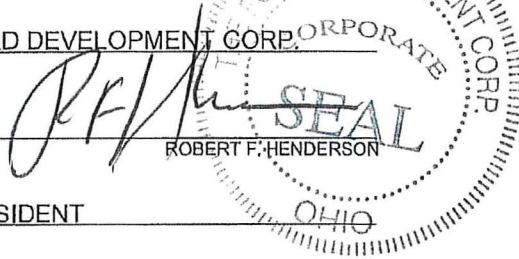
The said surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of the said contract or in or to the plans or specifications therefor shall in any wise affect the obligations of said surety on its bond.

SIGNED AND SEALED this 12th day of AUGUST, 2021.

PRINCIPAL:

X FORD DEVELOPMENT CORP.

By:



ROBERT F. HENDERSON

Title: PRESIDENT

SURETY:

X Great American Insurance Company

By:

Katie Rose
Attorney-In-Fact Katie Rose

SURETY INFORMATION:

301 E. 4th Street

Street

Cincinnati

OH

45202

City

State

Zip

(513) 412-9176

Telephone Number

SURETY AGENT'S INFORMATION:

AssuredPartners NL, LLC

Agency Name

5905 E. Galbraith Rd., Suite 5000

Street

Cincinnati

OH

45236

City

State

Zip

(513) 624-1742

Telephone Number

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than TEN

No. 0 21630

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
MARK NELSON	LIZ OHL	ALL
TIFFIANY GOBICH	JULIE SIEMER	\$100,000,000
RANDAL T. NOAH	G. DALE DERR	
STELLA ADAMS	NANCY NEMEC	
KATIE ROSE	TAMMY L. MASTERSON	

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 13TH day of APRIL 2021



Atty L C B
Assistant Secretary

GREAT AMERICAN INSURANCE COMPANY

Mark V Vicario
Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

MARK VICARIO (877-377-2405)

On this 13TH day of APRIL, 2021, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2025

Susan A Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 12th day of August

2021



Atty L C B
Assistant Secretary



301 East 4th Street
Cincinnati, OH 45202

GAIG.com

GREAT AMERICAN INSURANCE COMPANY

**STATEMENT OF ASSETS, LIABILITIES AND CAPITAL & SURPLUS
AS OF DECEMBER 31, 2020**

ADMITTED ASSETS		LIABILITIES, CAPITAL AND SURPLUS	
Bonds.....	\$ 4,386,347,507	Unpaid losses and loss expenses.....	\$ 4,495,981,334
Stocks.....	1,201,868,403	Reserve for underwriting expenses.....	314,467,440
Mortgage loans on real estate.....	486,472,365	Federal income taxes.....	2,109,834
Real estate (net of encumbrances).....	37,886,932	Reserve for unearned premiums.....	1,583,390,092
Cash and short-term investments.....	1,049,560,843	Ceded reinsurance premiums payable.....	178,445,021
Other invested assets.....	926,866,836	Funds held under reinsurance treaties.....	571,592,513
Receivable for securities.....	5,980,812	Retroactive reinsurance ceded.....	(107,661,905)
Investment income due and accrued.....	36,502,582	Other liabilities.....	228,061,621
Agents' and premium balances.....	726,740,997	Total liabilities.....	7,266,365,950
Reinsurance recoverable on loss payments.....	126,954,023		
Net deferred tax asset.....	149,581,575	Capital stock.....	\$ 15,440,600
Receivable from affiliates.....	13,340,599	Paid in surplus.....	880,010,977
Receivable from Federal Crop Insurance Corporation.....	398,733,366	Special surplus funds.....	83,566,748
Company owned life insurance.....	191,104,977	Unassigned funds.....	1,576,892,183
Funds held as collateral.....	6,356,281	Policyholders' surplus.....	2,556,910,508
Funded deductibles.....	30,751,380		
Other admitted assets.....	45,245,180		
Total.....	\$ 9,822,296,458	Total.....	\$ 9,822,296,458

Securities have been valued on the basis prescribed by the National Association of Insurance Commissioners.

STATE OF OHIO

COUNTY OF HAMILTON

Robert J. Schwartz, Vice President and Controller, and Stephen Beraha, Assistant Vice President and Assistant Secretary, being duly sworn, each for himself deposes and says that they are the above described officers of the Great American Insurance Company of Cincinnati, Ohio; that said Company is a corporation duly organized, existing and engaged in business as a Surety by virtue of the laws of the State of Ohio and has duly complied with all the requirements of the laws of said state applicable to said Company and is duly qualified to act as Surety under such laws; that said Company has also complied with and is duly qualified to act as Surety under Public Law 97-258 enacted September 13, 1982 (96 Stat. 1047 as amended: 31 U.S.C. 9304-9308); that to the best of their knowledge and belief the above statement is a full, true and correct Statement of the Assets, Liabilities and Capital & Surplus of the said Company as of December 31, 2020.

Subscribed and sworn to before me

this 2nd day of March, 2021.

Holly M Clayton
Public Notary
Notary Public, State of Ohio
My Commission Expires April 28, 2025



Robert J. Schwartz
Controller
Stephen Beraha
Assistant Secretary

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

Ohio Department of Insurance

Mike DeWine - Governor

Judith French - Director

Certificate of Compliance



Issued 06/24/2021

Effective 07/01/2021

Expires 06/30/2022

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

GREAT AMERICAN INSURANCE COMPANY

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

Section 3929.01 (A)

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

GREAT AMERICAN INSURANCE COMPANY certified in its annual statement to this Department as of December 31, 2020 that it has admitted assets in the amount of \$9,822,296,458, liabilities in the amount of \$7,266,385,950, and surplus of at least \$2,555,910,508.

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

Handwritten signature of Judith L. French in black ink.

Judith French, Director



**AFFIDAVIT OF BIDDER REGARDING
DELINQUENT PERSONAL PROPERTY TAXES**
(Section 5719.042 Ohio Revised Code)

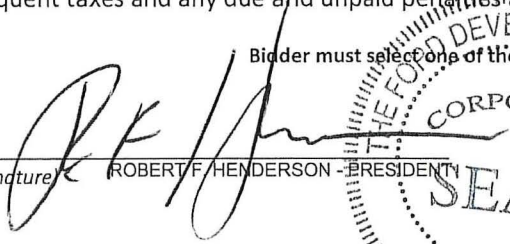
STATE OF OHIO
COUNTY OF HAMILTON


To: Sycamore Township

The undersigned, being first duly sworn, hereby states that:

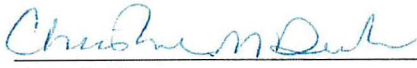
- We were not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which you as a taxing district have territory and that we were not charged with delinquent personal property taxes on any such tax list.
- We were charged with delinquent personal property taxes on the general tax list of personal property of any county in which you as a taxing district have territory. The amount of such due and unpaid delinquent taxes and any due and unpaid penalties and interest thereon is \$ 0.00 (ZERO).

Bidder must select one of the above statements.


Bidder (Signature) ROBERT F. HENDERSON - PRESIDENT



Sworn to before me and subscribed in my presence this 12th day of AUGUST, 2021


Notary Public

Commission Expires: May 10, 2023



CHRISTINE M. DUHME
Notary Public, State of Ohio
My Commission Expires
May 10, 2023

**AUTHENTICATION OF BID AND STATEMENT OF
NON-COLLUSION AND NON-CONFLICT OF INTEREST**

I hereby certify:

That I am the bidder (if the bidder is an individual), a partner in the bidder (if the bidder is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the bidder is a corporation).

That the submitted bid or bids have been arrived at by the bidder independently and have been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other Contractor, vendor of materials, supplies, equipment or services described in the Invitation to Bid, designed to limit independent bidding or competition, as prohibited

That the contents of the bids have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder, its surety on any bond furnished with the bid or bids and will not be communicated to any such person prior to the official opening of the bid or bids.

That the bidder is legally entitled to enter into the contracts with **SYCAMORE TOWNSHIP** and is not in violation of any prohibited conflict of interest.

This offer is for sixty (60) calendar days from the date the bid is opened. In submitting the above, it is expressly agreed upon proper acceptance by the Owner of any or all items bid above, a contract shall thereby be created with respect to the items accepted.

That I have fully informed myself regarding and affirm the accuracy of all statements made in this Form of Proposal including Bid Amount.

READ CAREFULLY – SIGN IN SPACE BELOW

FAILURE TO SIGN INVALIDATES BID

Signed By   Title PRESIDENT

Firm FORD DEVELOPMENT CORP. Telephone 513-772-1521
OHIO

Address 11148 WOODWARD LANE Fax No. 513-772-0324

CINCINNATI, OHIO 45241 Date 08/12/2021

**CERTIFICATION/AFFIDAVIT IN COMPLIANCE WITH
O.R.C. SECTION 3517.13**

STATE OF OHIO

COUNTY OF HAMILTON, ss:

Personally appeared before me the undersigned, a bidder or representative of a bidder in competitive bidding on behalf of FORD DEVELOPMENT CORP.

(Name)

for a contract for the **LARCHVIEW DRIVE AND PLAINFIELD ROAD IMPROVEMENTS**

to be let by **SYCAMORE TOWNSHIP** who, being duly cautioned and sworn, makes the following statement with respect to prohibited activities constituting a conflict of interest or other violations under Section 3517.13 O.R.C., and further states that the undersigned has the authority to make the following representation on behalf of the entity if the undersigned as an individual is not the bidder himself or herself:

1. On behalf of the individual, partnership, other unincorporated business association, professional association organized under Chapter 1785 O.R.C. or estate or trust that all of the following persons, where applicable, are in compliance with 3517.13 (I) (1)1:

- a. the individual;
- b. each partner or owner of the partnership or other unincorporated business;
- c. each shareholder of the association;
- d. each administrator of the estate;
- e. each executor of the estate;
- f. each trustee of the trust;
- g. each spouse of any person identified in (a) through (f) of this section;
- h. each child seven years of age to seventeen years of age of any person identified in (a) through (f) of this section;
- i. any combination of persons identified in (a) through (f) of this section.

¹ O.R.C. § 3517.13 (I) (1) (a) provides: no agency or department of this state or any political subdivision shall award any contract for the purchase of goods costing more than five hundred dollars or services costing more than five hundred dollars to any individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust if *any person or entity* listed herein in paragraph 1, sub-paragraphs a-i above, has made, as an individual, within the two previous calendar years, *one or more contributions totalling in excess of one thousand dollars* to the holder of the public office having ultimate responsibility for the award of the contract or to the public officer's campaign committee.

2. On behalf of the individual, partnership, other unincorporated business association, professional association organized under Chapter 1785 O.R.C. or estate or trust that all of the following persons, where applicable, are in compliance with 3517.13 (I) (1) (b)2:

- a. the individual;
- b. each partner or owner of the partnership or other unincorporated business;
- c. each shareholder of the association;
- d. each administrator of the estate;
- e. each executor of the estate;
- f. each trustee of the trust;
- g. each spouse of any person identified in (a) through (f) of this section;
- h. each child seven years of age to seventeen years of age of any person identified in divisions (a) through (f) of this section;
- i. any political action committee affiliated with the partnership or other unincorporated business, association, estate, or trust.

On behalf of a corporation or business trust, except a professional association organized under Chapter 1785 O.R.C., that all of the following persons, where applicable, are in compliance with 3517.13 (J)(1)3:

an owner of more than twenty per cent of the corporation or business trust;

each spouse of an owner of more than twenty per cent of the corporation or business trust;

each child seven years of age to seventeen years of age of an owner of more than twenty per cent of the corporation or business trust;

any combination of persons identified in (a) through (c) of this section.


² O.R.C. § 3517.13 (I) (1) (b) provides: no agency or department of this state or any political subdivision shall award any contract for the purchase of goods costing more than five hundred dollars or services costing more than five hundred dollars to any individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust if *any combination of the person or entity* listed herein in paragraph 2, subparagraphs a-l above, *has made* within the two previous calendar years, *one or more contributions totaling in excess of two thousand dollars* to the holder of the public office having ultimate responsibility for the award of the contract or to the public officer's campaign committee.

³ O.R.C. § 3517.13 (J) (1) (a) provides: no agency or department of this state or any political subdivision shall award any contract for the purchase of goods costing more than five hundred dollars or services costing more than five hundred dollars to a corporation or business trust, except a professional association organized under Chapter 1785 of the Revised Code, *if any person listed herein in paragraph 3, sub-paragraphs a-d* has made, *as an individual*, within the two previous calendar years, taking into consideration only owners for all of that period, *one or more contributions totaling in excess of one thousand dollars* to the holder of the public office having ultimate responsibility for the award of the contract or to the public officer's campaign committee.

On behalf of a corporation or business trust, except a professional association organized under Chapter 1785 O.R.C., that all of the following persons, where applicable, are in compliance with 3517.13 (J)(2)4:

- an owner of more than twenty per cent of the corporation or business trust;
- each spouse of an owner of more than twenty per cent of the corporation or business trust;
- each child seven years of age to seventeen years of age of an owner of more than twenty per cent of the corporation or business trust;
- any political action committee affiliated with the corporation or business trust.

BIDDER: FORD DEVELOPMENT CORP.




 SIGNATURE

NAME: ROBERT F. HENDERSON

 TITLE: PRESIDENT

 DATE: 08/12/2021



Sworn to before me and subscribed in my presence by the above named person this 12th day of _____
AUGUST, 2021.

NOTARY PUBLIC Christine M. Duhme

My Commission Expires: May 10, 2023


 CHRISTINE M. DUHME
 Notary Public, State of Ohio
 My Commission Expires
 May 10, 2023

⁴ O.R.C. § 3517.13 (J) (1) (b) provides: no agency or department of this state or any political subdivision shall award any contract for the purchase of goods costing more than five hundred dollars or services costing more than five hundred dollars to a corporation or business trust, except a professional association organized under Chapter 1785 of the Revised Code, if any combination of the following has made, within the two previous calendar years, taking into consideration only owners for all of that period, one or more contributions totaling in excess of two thousand dollars to the holder of the public office having ultimate responsibility for the award of the contract or to the public officer's campaign committee.



AIA Document A305

Contractor's Qualification Statement

1986 EDITION

This form is approved and recommended by The American Institute of Architects (AIA) and The Associated General Contractors of America (AGC) for use in evaluating the qualifications of contractors. No endorsement of the submitting party or verification of the information is made by the AIA or AGC.

The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

SUBMITTED TO:

ADDRESS:

SUBMITTED BY:

Ford Development Corp.
11148 Woodward Lane
Cincinnati, Ohio 45241

Corporation

NAME:

Partnership

ADDRESS:

Individual

PRINCIPAL OFFICE:

Joint Venture

Other

NAME OF PROJECT (if applicable):

TYPE OF WORK (file separate form for each Classification of Work):

XX

_____ General Construction

_____ HVAC

_____ Plumbing

_____ Electrical

_____ Other _____

(please specify)

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[Home \(/s/\)](#)
[Company Profile \(/s/account-redirect\)](#)
[Personnel \(/s/contact/Contact/00Bt000000TmtuEAC\)](#)
[Support \(/s/contractsupport\)..](#)

R

Company Profile
FORD DEVELOPMENT CORP

[Edit Company Profile](#)

Address	Phone	Fax
11148 WOODWARD LANE SHARONVILLE, Ohio 45241	513-772-1521	513-772-0324

FORD DEVELOPMENT CORP
 Pre-Qualification Application

Application Name	Certification Date	Expiration Date	Prequalification Amount	Status
APP-05074	1/1/2021	12/31/2021	\$225,320,170.00	Approved

FORD DEVELOPMENT CORP
 Work Type Applications

[Create Work Type Application](#)

Work Type	Number of Projects	Status
1. Clearing and Grubbing	1	Approved
2. Building Removal	1	Approved
4. Roadway Excavation and Embankment Construction	1	Approved
6. Incidental Grading	1	Approved
8. Temporary Soil Erosion & Sediment Control	1	Approved
9. Aggregate Bases	1	Approved
10. Flexible Paving	1	Approved
12. Rigid Paving	1	Approved
14. Concrete Texturing	1	Approved
15. Sawing	1	Approved
16. Flexible Replacement	1	Approved
17. Rigid Pavement Replacement	1	Approved
19. Structure Removal	1	Approved
20. Level 1 Bridge	1	Approved
21. Level 2 Bridge	1	Approved
23. Reinforcing Steel	1	Approved
27. Expansion & Contraction Joints, Joint Sealers, Bearing Devices	1	Approved
29. Structure Repairs	1	Approved
34. Earth Retaining Structures	1	Approved
35. Drainage (culvert, misc.)	1	Approved
37. Fence	1	Approved
38. Miscellaneous Concrete	1	Approved

CERTIFICATION OF COMPLIANCE

Ford Development Corp.
11148 Woodward Lane
Cincinnati, OH 45241

Effective Dates: 02/16/2021 through 08/15/2021

The Equal Opportunity Division of the Ohio Department of Administrative Services (Division) hereby issues Ford Development Corp. a Certificate of Compliance. The Certificate shall be in force for 180 days from the date of issuance.

Section 9.47 of the Revised Code requires the Division to review affirmative action programs and plans of each company desiring to participate on state-assisted construction contracts and determine whether that company has violated any affirmative action programs and goals for which that company was obligated to meet during the preceding five years. Based on the above-referenced review, the Division has found no such violation(s).

Please be advised that for Ford Development Corp. to maintain certification status, Ford Development Corp. must continue to ensure equal employment opportunities in accordance with applicable State and Federal EEO laws, rules, regulations and guidelines, and meet those contractual obligations for which Ford Development Corp. has agreed.



Pamela Osborne
Acting Deputy Director
State EEO Coordinator



**Bureau of Workers'
Compensation**

30 W. Spring St.
Columbus, OH 43215

Certificate of Ohio Workers' Compensation

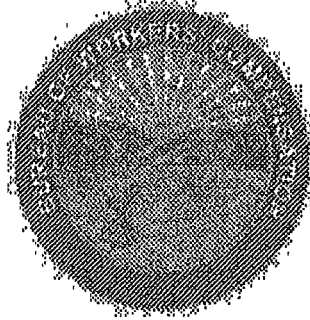
This certifies that the employer listed below participates in the Ohio State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. This certificate is only valid if premiums and assessments, including installments, are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

This certificate must be conspicuously posted.

Policy number and employer
00471044

Period Specified Below
07/01/2021 to 07/01/2022

FORD DEVELOPMENT CORP
11148 WOODWARD LN
SHARONVILLE, OH 45241-1857



www.bwc.ohio.gov
Issued by: BWC

Interim Administrator/CEO

You can reproduce this certificate as needed.

Ohio Bureau of Workers' Compensation

Required Posting

Section 4123.54 of the Ohio Revised Code requires notice of rebuttable presumption. Rebuttable presumption means an employee may dispute or prove untrue the presumption (or belief) that alcohol, 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.



**Bureau of Workers'
Compensation**

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

OhioBWC - Employer - Service: (State construction contractor look-up) - Results

Policy number: 471044-0
Company name: FORD DEVELOPMENT CORP
Construction contractor status: APPROVED
Construction contractor status date: 4/30/2012

[search again](#)

Note: BWC has designed this database for those responsible for ensuring that a construction contractor or subcontractor has a drug-free program that complies with HB 80 for any State of Ohio public improvement project. A contractor, subcontractor or lower-tier subcontractor in an APPROVED status has agreed to implement or has implemented a BWC-approved drug-free program (Drug-Free Safety or comparable program) which makes the company compliant with the mandate of the Ohio legislature through HB 80. While state contracting authorities are expected to review this database for the most current information, you may print this as verification of your current status.

1. ORGANIZATION

1.1 How many years has your organization been in business as a Contractor?
50 Years

1.2 How many years has your organization been in business under its present business name?
50 Years

1.2.1 Under what other or former names has your organization operated?
None

1.3 If your organization is a corporation, answer the following:

1.3.1 Date of incorporation: **July 1, 1971**
1.3.2 State of incorporation: **Ohio**
1.3.3 President's name: **Robert F. Henderson**
1.3.4 Vice-president's name(s): **Andrew J. Kloenne, P.E.**

1.3.5 Secretary's name: **Robert T. Henderson**
1.3.6 Treasurer's name: **Robert T. Henderson**

1.4 If your organization is a partnership, answer the following:

1.4.1 Date of organization:
1.4.2 Type of partnership (if applicable):
1.4.3 Name(s) of general partner(s):

N/A

1.5 If your organization is individually owned, answer the following:

1.5.1 Date of organization:
1.5.2 Name of owner:

N/A

1.6 If the form of your organization is other than those listed above, describe it and name the principals:

N/A

2. LICENSING

2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

Ohio
Kentucky
Indiana

2.2 List jurisdictions in which your organization's partnership or trade name is filed.

Ohio
Kentucky
Indiana

3. EXPERIENCE

3.1 List the categories of work that your organization normally performs with its own forces.

Laborers
Operators
Cement Masons
Truck Drivers

3.2 Claims and Suits. (If the answer to any of the questions below is yes, please attach details.)

3.2.1 Has your organization ever failed to complete any work awarded to it?
No

3.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers? No

3.2.3 Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years? No

3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.)
No

3.4 On a separate sheet, list major construction projects your organization has in progress, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date.

3.4.1 State total worth of work in progress and under contract:

3.5 On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.

3.5.1 State average annual amount of construction work performed during the past five years:

3.6 On a separate sheet, list the construction experience and present commitments of the key individuals of your organization.

4. REFERENCES

4.1 Trade References:

Ferguson Waterworks 614-497-1574
3845 Groveport Road, Columbus, Ohio 43207

John R. Jurgensen Company 513-771-0820
11641 Mosteller Road, Sharonville, Ohio 45241

Watson Gravel, Inc. 513-863-0070
2728 Hamilton Cleves Road, Ross, Ohio 45061

Ernst Enterprises Inc. 800-353-1555
P.O. Box 13577, Dayton, Ohio 45413-0577

4.2 Bank References:

North Side Bank & Trust Co.
William Ritter, 513-542-7800
4125 Hamilton Avenue
Cincinnati, Ohio 45223

4.3 Surety:

4.3.1 Name of bonding company:

Great American Insurance Company
580 Walnut Street
Cincinnati, Ohio 45202 513-369-5000

4.3.2 Name and address of agent:

Neace Lukens
4000 Smith Road, Suite 400
Cincinnati, Ohio 45209 513-624-1742

5. FINANCING

5.1 Financial Statement.

Will be submitted upon successful award of contract.

5.1.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);

Net Fixed Assets;

Other Assets;

Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes);

Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

5.1.2 Name and address of firm preparing attached financial statement, and date thereof:

5.1.3 Is the attached financial statement for the identical organization named on page one?
Clark, Schaefer, Hackett & Co., 105 East Fourth Street Suite, 1500 Cincinnati, Ohio 45202

5.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).

Yes

N/A

5.2 Will the organization whose financial statement is attached act as guarantor of the contract for construction?

Yes

6. SIGNATURE

Cincinnati, Ohio *12th*

6.1 Dated at this 2021

day of *AUGUST*

Name of Organization: **Ford Development Corp.**

By:

[Signature]
Robert F. Henderson
President

Title:



6.2

Mr. Robert F. Henderson

being
duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this *12th* 2021 day of *AUGUST*

Notary Public: *Christine M. Duhme*

My Commission Expires *2023*



CHRISTINE M. DUHME
Notary Public, State of Ohio
My Commission Expires
May 10, 2023



CAUTION: You should sign an original AIA document which has this caution printed in red. An original assures that changes will not be obscured as may occur when documents are reproduced.

ROBERT F. HENDERSON**President**

1977 - 1979 **University of Cincinnati; Construction Management**
1979 - 1998 **Ford Development Corp./Trend Construction; Owner/Project Superintendent/Vice President**
1999 - **Ford Development Corp./Trend Construction; Owner/Project Superintendent/President**

ANDREW J. KLOENNE, P.E.**Vice President**

1982 - 1986 **University of Dayton, Civil Engineer, Professional Engineer**
1986 - 1998 **Ford Development Corp./Trend Construction; Project Engineer**
1999 - **Ford Development Corp./Trend Construction; Project Engineer, Vice President**

MICHAEL L. FREY**Project Engineer**

Education: **University of Cincinnati, Business Administration, and Civil Engineering**
1986 - 1990 **HBI, Inc., Estimator/Project Manager**
1990 - 1996 **Schumacher Dugan Construction, Inc.; Divisional Operations Manager**
1996 - **Ford Development Corp.; Project Engineer**

PROJECTS IN PROGRESS

Project: Clepper Lane Extension
Owner: Clermont Co. Transportation Improvement District
Contact: Doug Royer - 513-732-8885
Contract Amount: \$ 8,313,003.45
Completion Date: 8/1/2021

Project: SR 32 Widening @ Bells Lane
Owner: Clermont Co. Transportation Improvement District
Contact: Doug Royer - 513-732-8885
Contract Amount: \$ 4,114,024.00
Completion Date: 12/1/2019

Project: CSO 217/483 A3
Owner: MSDGC
Contact: Daniel Anderson - 513-244-5513
Contract Amount: \$ 3,662,700.00
Completion Date: 1/4/2020

Project: CSO 217/483 A2
Owner: MSDGC
Contact: Daniel Anderson - 513-244-5513
Contract Amount: \$ 3,608,587.00
Completion Date: 1/9/2020

Project: Erie-Marburg to Duck Creek Bridge Water Main
Owner: GCWW
Contact: Greg Algie - 513-352-3769
Contract Amount: \$ 2,177,828.00
Completion Date: 3/1/2020

Project: Auburn Avenue Improvements
Owner: GCWW
Contact: David Nash - 513-352-3768
Contract Amount: \$ 2,068,084.00
Completion Date: 4/3/2020

Project: Mercedes Benz Parking Lot Addition
Owner: Matrix Development LLC
Contact: Mike Russell - 502-228-1225
Contract Amount: \$ 1,762,910.00
Completion Date: 12/20/2019

PROJECTS IN PROGRESS

Project: Liberty Fairfield Road Improvement 2019
Owner: Butler County Engineer's Office
Contact: Melissa Taylor - 513-867-5744
Contract Amount: \$ 1,715,894.00
Completion Date: 11/20/2019

Project: Nine Mile-Tobasco Road Bridge Replacement
Owner: Clermont Co. Transportation Improvement District
Contact: Doug Royer - 513-732-8885
Contract Amount: \$ 965,065.00
Completion Date: 3/15/2020

Project: Montgomery Gateway Phase 1
Owner: Montgomery County
Contact: Paul Gruner - 937-225-4904
Contract Amount: \$ 487,831.00
Completion Date: 3/1/2020

Project: Skyline Chili Parking Lot
Owner: James Chantilas
Contact: James Chantilas - 513-791-7902
Contract Amount: \$ 470,000.00
Completion Date: 1/1/2020

Project: Townsley Drive Bridge #1201-0.50 Replacement
Owner: Warren County Board of Commissioners
Contact: Kiana Hawk - 513-695-1250
Contract Amount: \$ 377,017.00
Completion Date: 2/1/2020

Project: Woodward Lane Water Main Replacement
Owner: GCWW
Contact: Greg Algie - 513-352-3769
Contract Amount: \$ 222,989.00
Completion Date: 2/1/2020

Project:
Owner:
Contact:
Contract Amount:
Completion Date:

PROJECTS COMPLETED

Project: Aicholtz Road Connector
Owner: Clermont Count Engineer
Contact: Doug Royer - 513-732-8885
Contract Amount: \$ 6,559,908.00
Completion Date: October, 2017

Project: VCS Lick Run Phase I
Owner: Greater Cincinnati Water Works
Contact: John Hunseder - 513-591-5056
Contract Amount: \$ 6,351,278.00
Completion Date: 4/30/2018

Project: VCS Phase III
Owner: GCWW
Contact: Jon Hunseder - 513-591-5056
Contract Amount: \$ 4,134,220.00
Completion Date: 2/28/2019

Project: Innovation Way Extension
Owner: Warren Co. Transportation Improvement District
Contact: Jeff Jones - 513-695-3301
Contract Amount: \$ 4,036,066.00
Completion Date: December, 2017

Project: Main Street Streetscape
Owner: City of Hamilton
Contact: Pat Yingling - 513-785-7271
Contract Amount: \$ 3,169,020.00
Completion Date: 11/30/2018

Project: Bethany Road Improvements
Owner: City of Mason
Contact: Steve Caddell - 513-229-8520
Contract Amount: \$ 2,560,095.80
Completion Date: 1/15/2019

Project: Dayton Street & Riverfront Plaza
Owner: City of Hamilton
Contact: Pat Yingling - 513-785-7271
Contract Amount: \$ 2,121,800.00
Completion Date: 8/31/2018

PROJECTS COMPLETED

Project: Wyoming & Minion Sewer Replacement
Owner: MSDGC
Contact: Tony Klimek - 513-244-1373
Contract Amount: \$ 2,106,010.00
Completion Date: 4/30/2018

Project: VCS Phase II
Owner: GCWW
Contact: Jon Hunseder - 513-591-5056
Contract Amount: \$ 2,098,453.00
Completion Date: 11/30/2019

Project: SSO 228
Owner: MSDGC
Contact: Daniel Anderson - 513-244-5513
Contract Amount: \$ 1,891,366.00
Completion Date: 3/11/2019

Project: River Road Water Main
Owner: City of Hamilton
Contact: Chad Brown - 513-785-7206
Contract Amount: \$ 1,016,968.00
Completion Date: May, 2017

Project: Oakley Transit Hub
Owner: SORTA
Contact: Michael Nagy - 513-632-9212
Contract Amount: \$ 1,012,411.00
Completion Date: 4/30/2018

Project: Boulevard @ Oakley Station Phase II
Owner: Flaherty & Collins
Contact: Jason Schuttle 317-816-9300
Contract Amount: \$ 1,000,000.00
Completion Date: June, 2017

Project: JTM Food Group
Owner: Tippmann Construction, LLC
Contact: Gary Hoursra - 260-438-3838
Contract Amount: \$860,500.00
Completion Date: June, 2017

PROJECTS COMPLETED

Project: Clermont County Pump Stations
Owner: Clermont County Water and Sewer
Contact: Chris Rowland - 513-732-8098
Contract Amount: \$859,228.00
Completion Date: August, 2017

Project: Parking Lot L Improvements
Owner: City of Hamilton
Contact: Chris Hacker - 513-785-7170
Contract Amount: \$687,153.00
Completion Date: 12/1/2018

Project: South & Summer Street Improvements
Owner: City of Cincinnati
Contact: Don Stiens - 513-352-3429
Contract Amount: \$613,707.00
Completion Date: 6/15/2018

Project: College Hill Aprking Lot
Owner: City of Cincinnati
Contact: Don Steins - 513-352-3209
Contract Amount: \$565,000.00
Completion Date: March, 2017

Project: SW Water I-75 Waterline
Owner: Southwestern Ohio Water
Contact: Mike Flavin, P.E.
Contract Amount: \$449,000.00
Completion Date: May, 2017

Project: Madtree Brewery 2.0
Owner: Madtree House, LLC
Contact: Justin Hartung -513-271-6400
Contract Amount: \$438,000.00
Completion Date: April, 2017

Project: Bogart Avenue Sewer
Owner: MSDGC
Contact: Day Smith - 513-244-5513
Contract Amount: \$222,448.00
Completion Date: 12/26/2018

LIST OF SUBCONTRACTORS

PROJECT:	LARCHVIEW DRIVE AND PLAINFIELD ROAD IMPROVEMENTS SYCAMORE TOWNSHIP	ENGINEER: Choice One Engineering
-----------------	---	---

To:			PROJECT NO.:	HAM-SYC-1502
			DATE:	

List Subcontractors and others proposed to be employed on the above Project as required by the bidding documents. (To be filled out by the Contractor and returned to the Engineer).

<u>Work</u>	<u>Firm</u>	<u>Address</u>	<u>Phone</u>	<u>Representative</u>
Asphalt Paving	RTJ	Conroe, TX	713-0820	Devin Smith
Concrete Curb	Oglesby	Norman, OK	409-668-8201	Walter Menden
Maintenance	Bondar	Conroe, TX		Andy Bondar

CORPORATION AFFIDAVIT

County of: HAMILTON

State of: OHIO

ROBERT T. HENDERSON, be duly sworn, deposes and says that he is Secretary of FORD DEVELOPMENT CORP., a corporation organized and existing under and by virtue of the laws of the State of OHIO, and having its principal office at: (Street & Number): 11148 WOODWARD LANE, (City): CINCINNATI (State): OHIO.

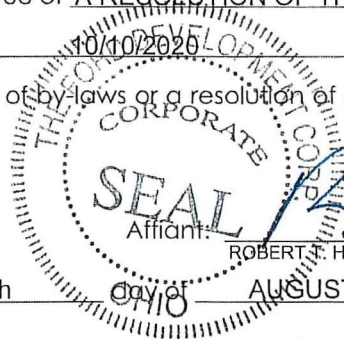
Affidavit further says that he is familiar with the record minute books and by-laws of (Name of Corporation) FORD DEVELOPMENT CORP..

Affidavit further says that

(Officer's Name): ROBERT F. HENDERSON, (Title): PRESIDENT of the Corporation is duly authorized to sign the contract for the construction of the LARCHVIEW DRIVE AND PLAINFIELD ROAD IMPROVEMENTS

For said Corporation by virtue of A RESOLUTION OF THE BOARD OF DIRECTORS

(State whether a provision of by-laws or a resolution of the Board of Directors. If by a resolution, give date of adoption.)



[Handwritten Signature]
Affiant: ROBERT T. HENDERSON - CFO/CORPORATE SECRETARY

Sworn to me this 12th day of AUGUST, 2021.

Notary Public: *[Handwritten Signature]*

County Of: Butler

State Of: Ohio

My Commission Expires May 10, 2023



CHRISTINE M. DUHME
Notary Public, State of Ohio
My Commission Expires
May 10, 2023

Illegal Immigrant Policy

SECTION 1. "Illegal Immigrant" shall mean a person who has either entered the United States of America in violation of the immigration laws of this country or has legally entered the United States of America, but has overstayed their visa in order to live and work in this country in violation of the immigration laws of this country.

SECTION 2. Any person, firm corporation, partnership, limited liability company or other entity contracting with Sycamore Township who employs an illegal immigrant in furtherance of that contract shall pay a penalty to Sycamore Township of ten percent (10%) of the contract amount or Five Thousand and no/100 Dollars (\$5,000.00) whichever is greater.

I have read and agree to abide by the provisions in this policy. In accordance with Sycamore Township Resolution 2007-40.

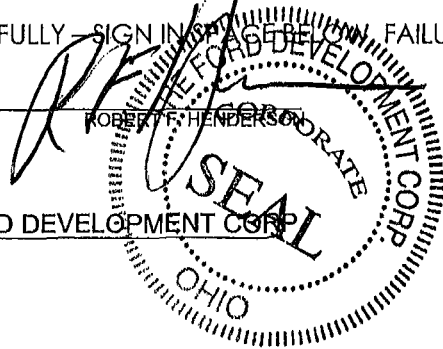
READ CAREFULLY - SIGN IN SPACES BELOW. FAILURE TO SIGN INVALIDATES BID

Signed by: _____

Title: PRESIDENT

Firm: FORD DEVELOPMENT CORP

Date: 08/12/2021



U.S. DEPARTMENT OF STATE TERRORIST EXCLUSION LIST

U.S. Department of State List of Designated Foreign Terrorist Organizations

1. Abu Nidal Organization (ANO)
2. Abu Sayyaf Group
3. Al-Aqsa Martyrs Brigade
4. Ansar al-Islam
5. Armed Islamic Group (GIA)
6. Asbat al-Ansar
7. Aum Shinrikyo
8. Basque Fatherland and Liberty (ETA)
9. Communist Party of the Philippines/New People's Army (CPP/NPA) 10. Continuity Irish Republican Army
11. Gama'a al-Islamiyya (Islamic Group)
12. HAMAS (Islamic Resistance Movement)
13. Harakat ul-Mujahidin (HUM)
14. Hizballah (Party of God)
15. Islamic Jihad Group
16. Islamic Movement of Uzbekistan (IMU)
17. Jaish-e-Mohammed (JEM) (Army of Mohammed)
18. Jemaah Islamiya organization (JI)
19. al-Jihad (Egyptian Islamic Jihad)
20. Kahane Chai (Kach)
21. Kongra-Gel (KGK, formerly Kurdistan Workers' Party, PKK, KADEK)
22. Lashkar-e Tayyiba (LT) (Army of the Righteous)
23. LashkariJhangvi
24. Liberation Tigers of Tamil Eelam (LTTE)
25. Libyan Islamic Fighting Group (LIFG)
26. Moroccan Islamic Combatant Group (GICM)
27. Mujahedin-e Khalq Organization (MEK)
28. National Liberation Army (ELN)
29. Palestine Liberation Front (PLF)
30. Palestinian Islamic Jihad (PIJ)
31. Popular Front for the Liberation of Palestine (PFLP)
32. PFLP-General Command (PFLP-GC)
33. al-Qa'ida
34. Real IRA
35. Revolutionary Armed Forces of Colombia (FARC)
36. Revolutionary Nuclei (formerly ELA)
37. Revolutionary Organization 17 November
38. Revolutionary People's Liberation Party/Front (DHKP/C)
39. Salafist Group for Call and Combat (GSPC)
40. Shining Path (Sendero Luminoso, SL)
41. Tanzim Qa'Idat al-Jihad fi Bilad al-Rafidayn (QJBR) (al-Qaida in Iraq) (formerly Jama'at al Tawhid wa'al-Jihad, JTJ, al-Zarqawi Network)
42. United Self-Defense Forces of Colombia (AUC)

US Department of State Terrorist Exclusion List

1. Afghan Support Committee (a.k.a. Ahya ul Turas; a.k.a. Jamiat Ayat-ur-Rhas al Islamia; a.k.a. Jamiat Ihya ul Turath al Islamia; a.k.a. Lajnat el Masa Eidatul Afghania)
2. Al Taqwa Trade, Property and Industry Company Ltd. (f.k.a. Al Taqwa Trade, Property and Industry;

- f.k.a. Al Taqwa Trade, Property and Industry Establishment; f.k.a. Himmat Establishment; a.k.a. Waldenberg, AG)
3. Al-Hamati Sweets Bakeries
 4. Al-Ittihad al-Islami (AIAI)
 5. Al-Manar
 6. Al-Ma'unah
 7. Al-Nur Honey Center
 8. Al-Rashid Trust
 9. Al-Shifa Honey Press for Industry and Commerce
 10. Al-Wafa al-Igatha al-Islamia (a.k.a. Wafa Humanitarian Organization; a.k.a. AlWafa; a.k.a. Al Wafa Organization)
 11. Alex Boncayao Brigade (ABB)
 12. Anarchist Faction for Overthrow
 13. Army for the Liberation of Rwanda (ALIR) (a.k.a. Interahamwe, Former Armed Forces (EX-FAR))
 14. Asbat al-Ansar
 15. Babbar Khalsa International
 16. Bank Al Taqwa Ltd. (a.k.a. Al Taqwa Bank; a.k.a. Bank Al Taqwa)
 17. Black Star
 18. Communist Party of Nepal (Maoist) (a.k.a. CPN(M); a.k.a. the United Revolutionary People's Council, a.k.a. the People's Liberation Army of Nepal)
 19. Continuity Irish Republican Army (CIRA) (a.k.a. Continuity Army Council)
 20. Darkazanli Company
 21. Dhamat Houmet Daawa Salafia (a.k.a. Group Protectors of Salafist Preaching; a.k.a. Houmat Ed Daawa Es Salifiya; a.k.a. Katibat El Ahoual; a.k.a. Protectors of the Salafist Predication; a.k.a. El-Ahoual Battallon; a.k.a. Katibat El Ahouel; a.k.a. Houmate Ed- Daawa Es-Salafia; a.k.a. the Horror Squadron; a.k.a. Djamaat Houmat Eddawa Essalafia; a.k.a. Djamaatt Houmat Ed Daawa Es Salafiya; a.k.a. Salafist Call Protectors; a.k.a. Djamaat Houmat Ed Daawa Es Salafiya; a.k.a. Houmate el Da'awaa es-Salafiyya; a.k.a. Protectors of the Salafist Call; a.k.a. Houmat ed-Daaoua es-Salafia; a.k.a. Group of Supporters of the Salafiste Trend; a.k.a. Group of Supporters of the Salafist Trend)
 22. Eastern Turkistan Islamic Movement (a.k.a. Eastern Turkistan Islamic Party; a.k.a. ETIM; a.k.a. ETIP)
 23. First of October Antifascist Resistance Group (GRAPO) (a.k.a. Grupo de Resistencia Anti-Fascista Premero De Octubre)
 24. Harakat ul Jihad i Islami (HUJI)
 25. International Sikh Youth Federation
 26. Islamic Army of Aden
 27. Islamic Renewal and Reform Organization
 28. Jamiat al-Ta'awun al-Islamiyya
 29. Jamiat ul-Mujahideen (JUM)
 30. Japanese Red Army (JRA)
 31. Jaysh-e-Mohammed
 32. Jayshullah
 33. Jerusalem Warriors
 34. Lashkar-e-Tayyiba (LET) (a.k.a. Army of the Righteous)
 35. Libyan Islamic Fighting Group
 36. Loyalist Volunteer Force (LVF)
 37. Makhtabal-Khidmat
 38. Moroccan Islamic Combatant Group (a.k.a. GICM; a.k.a. Groupe Islamique Combattant Marocain)
 39. Nada Management Organization (f.k.a. Al Taqwa Management Organization SA)
 40. New People's Army (NPA)
 41. Orange Volunteers (OV)

42. People Against Gangsterism and Drugs (PAGAD)
43. Red Brigades-Combatant Communist Party (BR-PCC)
44. Red Hand Defenders (RHO)
45. Revival of Islamic Heritage Society (Pakistan and Afghanistan offices -- Kuwait office not designated) (a.k.a. Jamia Ihya ul Turath; a.k.a. Jamiat Ihia Al- Turath Al-Islamiya; a.k.a. Revival of Islamic Society Heritage on the African Continent)
46. Revolutionary Proletarian Nucleus
47. Revolutionary United Front (RUF)
48. Salafist Group for Call and Combat (GSPC)
49. The Allied Democratic Forces (ADF)
50. The Islamic International Brigade (a.k.a. International Battalion, a.k.a. Islamic Peacekeeping International Brigade, a.k.a. Peacekeeping Battalion, a.k.a. The International Brigade, a.k.a. The Islamic Peacekeeping Army, a.k.a. The Islamic Peacekeeping Brigade)
51. The Lord's Resistance Army (LRA)
52. The Pentagon Gang
53. The Riyadus-Salikhin Reconnaissance and Sabotage Battalion of Chechen Martyrs (a.k.a. Riyadus-Salikhin Reconnaissance and Sabotage Battalion, a.k.a. Riyadh-as- Saliheen, a.k.a. the Sabotage and Military Surveillance Group of the Riyadh al-Salihin Martyrs, a.k.a. Riyadus Salikhin Reconnaissance and Sabotage Battalion of Shahids (Martyrs))
54. The Special Purpose Islamic Regiment (a.k.a. the Islamic Special Purpose Regiment, a.k.a. the al-Jihad-Fisi-Sabilillah Special Islamic Regiment, a.k.a. Islamic Regiment of Special Meaning)
55. Tunisian Combat Group (a.k.a. GCT, a.k.a. Groupe Combattant Tunisian, a.k.a. Jama'a Combattante Tunisian, a.k.a. JCT; a.k.a. Tunisian Combatant Group)
56. Turkish Hizballah
57. Ulster Defense Association (a.k.a. Ulster Freedom Fighters)
58. Ummah Tameer E-Nau (UTN) (a.k.a. Foundation for Construction; a.k.a. Nation Building; a.k.a. Reconstruction Foundation; a.k.a. Reconstruction of the Islamic Community; a.k.a. Reconstruction of the Muslim Ummah; a.k.a. Ummah Tameer I-Nau; a.k.a. Ummah Tameer E-Nau; a.k.a. Ummah Tameer-1-Pau)
59. Youssef M. Nada & Co. Gesellschaft M.B.H.

U.S. Treasury Department's Designated Charities and Potential Fundraising Front Organizations for FTOs

1. Makhtab al-Khidamat / Al Kifah (formerly U.S.-based, Pakistan)
2. Al Rashid Trust (Pakistan)
3. Wafa Humanitarian Organization (Pakistan, Saudi Arabia, Kuwait, United Arab Emirates)
4. Rabita Trust (Pakistan)
5. Ummah Tameer E-Nau (Pakistan)
6. Revival of Islamic Heritage Society - Pakistan and Afghanistan Branches (Kuwait, Afghanistan, Pakistan)
7. Afghan Support Committee (Afghanistan, Pakistan)
8. Al Haramain Foundation (Indonesia, Kenya, Pakistan, Tanzania, Bosnia, Somalia, Bangladesh, Afghanistan, Albania, Ethiopia, Netherlands, Comoros Islands, and United States branches)
9. Aid Organization of the Ulema (Pakistan)
10. Global Relief Foundation (United States)
11. Benevolence International Foundation (United States):
12. Benevolence International Fund (Canada)
13. Bosanska Idealna Futura (Bosnia)
14. Stichting Benevolence International Nederland (Netherlands)
15. Lajnat al Daawa al Islamiyya (Kuwait, Pakistan, Afghanistan)
16. Al Akhtar Trust (Pakistan)

17. Talbah International (Bosnia)
18. Al Haramain & Al Masjed Al Aqsa Charity Foundation (Bosnia)
19. Al Furqan (Bosnia)
20. Islamic African Relief Agency (IARA) / Islamic Relief Agency (ISRA) (Sudan, United States and 40 other branches throughout the world)
21. The Holy Land Foundation for Relief and Development (United States)
22. Al Aqsa Foundation (United States, Europe, Pakistan, Yemen, South Africa)
23. Commite de Bienfaisance et de Secours aux Palestiniens (France)
24. Association de Secours Palestinien (Switzerland)
25. Interpal (Palestinian Relief & Development Fund) (United Kingdom)
26. Palestinian Association in Austria (Austria)
27. Sanibli Association for Relief and Development (Lebanon)
28. Elehssan Society (Palestinian territories)
29. Aleph (Aum Shinrikyo/Aum Supreme Truth)
30. Rabbi Meir David Kahane Memorial Fund (Kahane Chai and Kach) American Friends of the United Yeshiva (Kahane Chal and Kach) American Friends of Yeshivat Rav Meir (Kahane Chai and Kach) Friends of the Jewish Idea Yeshiva (Kahane Chai and Kach)
31. Irish Republican Prisoners Welfare Association (Real IRA)
32. Socorro Popular Del Peru/People's Aid of Peru (Sendero Luminoso/Shining Path)

Have you knowingly solicited funds or other things of value for an organization on the U.S. Department of State Terrorist Exclusion List?

YES _____ NO

Have you solicited any individual for membership in an organization on the U.S. Department of State Terrorist Exclusion List?

YES _____ NO

Have you committed an act that you know, or reasonably should have known, affords "material support or resources" to an organization on the U.S. Department of State Terrorist Exclusion list?

YES _____ NO

Have you hired or compensated a person you knew to be a member of an organization on the U.S. Department of State Terrorist Exclusion List, or a person you knew to be engaged in planning, assisting, or carrying out an act of terrorism?

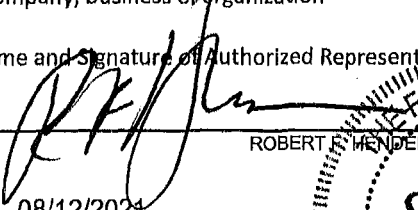
YES _____ NO

In the event of a denial of a government contract or government funding due to a positive indication that material assistance has been provided to a terrorist organization, or an organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List, a review of the denial may be requested. The request must be sent to the Ohio Department of Public Safety's Division of Homeland Security. The request forms and instructions for filing can be found on the Ohio Homeland Security Division website.

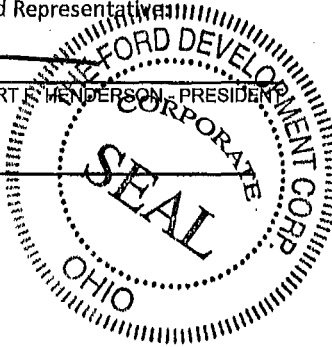
CERTIFICATION

I hereby certify that the answers I have made to all of the questions on this declaration are true to the best of my knowledge. I understand that if this declaration is not completed in its entirety, it will not be processed and I will be automatically disqualified. I understand that I am responsible for the correctness of this declaration. I understand that failure to disclose the provision of material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List, or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree. I understand that any answer of "yes" to any question, or the failure to answer no to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided by myself or my organization. If I am signing this on behalf of a company business or organization, I hereby acknowledge that I have the authority to make this certification on behalf of the company, business or organization

Firm Name and Signature of Authorized Representative


ROBERT E. MENDERSON, PRESIDENT

Date: 08/12/2024



OPWC PROPOSAL NOTES

(Rev 6/16)

1. STEEL PRODUCTS MADE IN THE UNITED STATES

Domestic steel use requirements as specified in Ohio Revised Code §153.011 apply to this project. Copies of §153.011 can be obtained from any of the offices of the department of administrative services or through <http://codes.ohio.gov/orc/153.011>.

2. PREVAILING WAGES ON STATE PROJECTS WITH NO FEDERAL-AID (Should this project contain Federal-aid funds then Federal Prevailing Wages must be paid. Contact the appropriate Federal funding agency for language.)

This contract is subject to Ohio Prevailing Wage Laws, Chapter 4115 of the Ohio Revised Code and the Contractor and all subcontractors shall comply with all provisions contained therein or as otherwise provided by this note. The Contractor guarantees that the prevailing wage scale to be paid to all laborers and mechanics employed on this contract shall be in accordance with the schedule of the prevailing hourly wage and fringe benefits as determined by the Ohio Department of Commerce for the county in which the work is being performed. The failure to pay prevailing wages to all laborers and mechanics employed on this project shall be considered a breach of contract. Such a failure may result in the revocation of the contractor's and/or subcontractor's certificate of qualification and debarment. A schedule of the most current prevailing wage rates may be accessed by logging in/registering with the Ohio Department of Commerce, Labor and Worker Safety Division, Wage and Hour Bureau at the following web address:

<https://wagehour.com.ohio.gov/w3/webwh.nsf/wrlogin/?openform>

The Contractor and all subcontractors shall compensate the employees on this contract at a pay rate not less than the hourly wage and fringe rate listed on the website noted above, for the applicable job classification or as may be modified by the Ohio Department of Commerce, Division of Labor and Worker Safety Wage and Hour Bureau, when new prevailing rates are established.

Overtime shall be paid at one and one-half times the basic hourly rate for any hours worked beyond forty hours during a pay week. The Contractor and all subcontractors shall pay all compensation by company check to the worker and fringe benefit program.

The wage and fringe rates determined for this project or as may be later modified, shall be posted by the Contractor in a prominent and accessible place on the project, field office, or equipment yard where they can be easily read by the workers or otherwise made available to the workers. On the first pay date of contract work the Contractor and all subcontractors shall furnish each employee covered by prevailing wage a completed form (WHPW-1512) in accordance with section 4115.05 of the Ohio Revised Code, showing the classification, hourly pay rate, and fringes, and identifying the public authority's Prevailing Wage Coordinator, if such employees are not covered by a collective bargaining agreement or understanding between employers and bona fide organizations of labor. These forms shall be signed by the Contractor or subcontractor and the employee and kept in the Contractor's or subcontractor's payroll files.

The Contractor and all subcontractors shall submit to the Prevailing Wage Coordinator, certified payrolls on form WHPW-1512 or equivalent, in accordance with sections 4115.07 and 4115.071 (C) of the Ohio Revised Code, three weeks after the start of work and every subsequent week until the completion of the contract. Additionally, a copy of the "Apprentice Certification" obtained from the Ohio State Apprenticeship Council, must accompany all certified payrolls submitted, for all apprentices working on this project. Upon completion of the contract and before the final

payment, the Contractor shall submit to the Prevailing Wage Coordinator a final wage affidavit in accordance with section 4115.07 of the Ohio Revised Code stating that wages have been paid in conformance with the minimum rates set forth in the contract. Please be aware that it is ultimately the responsibility of the Contractor to ensure that all laws relating to prevailing wages in Chapter 4115 of the Ohio Revised Code are strictly adhered to by all subcontractors.

The Contractor and all subcontractors shall make all of its payroll records available for inspection, copying or transcription by any authorized representative of the contracting agency. Additionally, the Contractor and all subcontractors shall permit such representatives to interview any employees during working hours while the employee is on the job.

3. UNRESOLVED FINDING FOR RECOVERY

The Contractor affirmatively represents to the local contracting authority that it is not subject to a finding for recovery under Ohio Revised Code §9.24, or that it has taken the appropriate remedial steps required under §9.24 or otherwise qualifies under that section. The Contractor agrees that if this representation is deemed to be false, the contract shall be void ab initio as between the parties to this contract, and any funds paid by the state hereunder shall be immediately repaid to the local contracting authority, or an action for recovery may be immediately commenced by the local government and/or for recovery of said funds.

4. OHIO WORKERS' COMPENSATION COVERAGE PLEASE FIND ATTACHED

The Contractor must secure and maintain valid Ohio workers' compensation coverage until the project has been finally accepted by the local contracting authority. A certificate of coverage evidencing valid workers' compensation coverage must be submitted to the local contracting authority before the contract is executed.

The Contractor must immediately notify the local contracting authority, in writing, if it or any subcontractor fails or refuses to renew their workers' compensation coverage. Furthermore, the Contractor must notify the local contracting authority, in writing, if its or any of its subcontractor's workers' compensation policies are canceled, terminated or lapse.

The failure to maintain valid workers' compensation coverage shall be considered a breach of contract which may result in the Contractor or subcontractor being removed from the project, withholding of pay estimates and/or termination of the contract.

5. DRUG-FREE WORKPLACE PROGRAM PLEASE FIND ATTACHED

In accordance with Ohio Revised Code §153.03 and during the life of this project, the Contractor and all its Subcontractors that provide labor on the Project site must be enrolled in and remain in good standing in the Ohio Bureau of Worker's Compensation ("OBWC") Drug-Free Workplace Program ("DFWP") or a comparable program approved by the OBWC.



Bureau of Workers' Compensation

30 W. Spring St.
Columbus, OH 43215

Certificate of Ohio Workers' Compensation

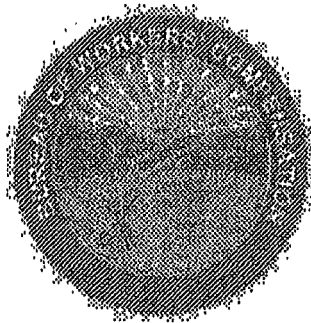
This certifies that the employer listed below participates in the Ohio State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. This certificate is only valid if premiums and assessments, including installments, are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

This certificate must be conspicuously posted.

Policy number and employer
00471044

Period Specified Below
07/01/2021 to 07/01/2022

FORD DEVELOPMENT CORP
11148 WOODWARD LN
SHARONVILLE, OH 45241-1857



www.bwc.ohio.gov
Issued by: BWC

Interim Administrator/CEO

You can reproduce this certificate as needed.

Ohio Bureau of Workers' Compensation

Required Posting

Section 4123.54 of the Ohio Revised Code requires notice of rebuttable presumption. Rebuttable presumption means an employee may dispute or prove untrue the presumption (or belief) that alcohol, 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.



Bureau of Workers' Compensation

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

OhioBWC - Employer - Service: (State construction contractor look-up) - Results

Policy number: 471044-0

Company name: FORD DEVELOPMENT CORP

Construction contractor status: APPROVED

Construction contractor status date: 4/30/2012

[search again](#)

Note: BWC has designed this database for those responsible for ensuring that a construction contractor or subcontractor has a drug-free program that complies with HB 80 for any State of Ohio public improvement project. A contractor, subcontractor or lower-tier subcontractor in an APPROVED status has agreed to implement or has implemented a BWC-approved drug-free program (Drug-Free Safety or comparable program) which makes the company compliant with the mandate of the Ohio legislature through HB 80. While state contracting authorities are expected to review this database for the most current information, you may print this as verification of your current status.

6. OHIO PREFERENCE

In accordance with Ohio Revised Code §164.05 (A)(6), to the extent practicable, the Contractor and subcontractor shall use Ohio products, materials, services and labor in connection with this project.

7. BID GUARANTY

In accordance with Ohio Revised Code §153.54, the contractor shall file with the bid a bid guaranty in the form of either: 1) a bond for the full amount of the bid, or 2) a certified check, cashier's check, or letter of credit equal to 10% of the bid.

8. OHIO ETHICS LAW

Contractor agrees that it is currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the Ohio Revised Code.

9. STATE OF OHIO EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

NOTICE TO CONTRACTORS:

The provisions of the Ohio Administrative Code (OAC) 123:2-3-02 through 124:2-9 regarding Equal Employment Opportunity on State Construction Contracts and State-assisted Construction Contracts, and OAC 123:2-3-02 through 123:2-9 regarding Equal Employment Opportunity and Female Utilization Goals are applicable to this project, and each contractor will be required to comply in all aspects of these provisions.

CERTIFICATE OF COMPLIANCE FOR EEO PURPOSES:

All prime contractors must secure a valid Certificate of Compliance from the Department of Administrative Services, Equal Opportunity Division, prior to execution of a construction contract.

See <http://www.das.ohio.gov/Divisions/EqualOpportunity/CertificateofCompliance/tabid/129/Default.aspx> for instructions for electronic filing.

>>> Does this bidder have a valid Certificate of Compliance? Yes No
PLEASE FIND ATTACHED

>>> If "No" to the above, will this bidder be able to obtain a valid Certificate of Compliance prior to the execution of a contract? Yes No

Bidder must provide a "Yes" answer to one or the other of the above questions.

BIDDER'S AFFIRMATIVE ACTION REQUIREMENTS:

Each prime contract bidder must submit an affirmative action program regarding equal employment opportunity to and receive approval from the State Equal Employment Opportunity (EEO) Coordinator prior to the bid opening, **OR** the prime contract bidder must have evidence within its bid adoption of the minority and female utilization work hour utilization goals and the specific affirmative action steps set forth in 123:2-3 through 123:2-9 of the Ohio Administrative Code.

>>> Has the prime contract bidder prepared and submitted an Affirmative Action Program to the State Equal Employment Opportunity Coordinator and that program has been approved by the State Equal Employment Opportunity Coordinator prior to the bid opening? Yes No

>>>If "no", with this bid response, the prime contract bidder hereby adopts the minority and female work hour utilization goals and the specific affirmative action steps set forth in 123:2-3 through 123:2-9 of the Ohio Administrative Code.

BIDDER'S EEO COVENANTS:

Throughout its performance of any contract awarded to it on this State-assisted project, the prime contract bidder agrees to the following covenants:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry or sex. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, national origin, ancestry or sex. Such action shall include, but is not limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will in all solicitations or advertisements for employees placed by or on behalf of the prime contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry or sex.

(3) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the State Administering Agency advising the said labor union or workers' representatives of the contractor's commitments under this covenant and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

CERTIFICATION OF COMPLIANCE

Ford Development Corp.
11148 Woodward Lane
Cincinnati, OH 45241

Effective Dates: 02/16/2021 through 08/15/2021

The Equal Opportunity Division of the Ohio Department of Administrative Services (Division) hereby issues Ford Development Corp. a Certificate of Compliance. The Certificate shall be in force for 180 days from the date of issuance.

Section 9.47 of the Revised Code requires the Division to review affirmative action programs and plans of each company desiring to participate on state-assisted construction contracts and determine whether that company has violated any affirmative action programs and goals for which that company was obligated to meet during the preceding five years. Based on the above-referenced review, the Division has found no such violation(s).

Please be advised that for Ford Development Corp. to maintain certification status, Ford Development Corp. must continue to ensure equal employment opportunities in accordance with applicable State and Federal EEO laws, rules, regulations and guidelines, and meet those contractual obligations for which Ford Development Corp. has agreed.



Pamela Osborne
Acting Deputy Director
State EEO Coordinator

(4) The contractor will comply with all provisions of the Ohio Department of Administrative Services, Equal Opportunity Division and with the implementing rules, regulations and applicable orders of the State Equal Employment Opportunity Coordinator.

(5) The contractor agrees to fully cooperate with the State Administering Agency, the State Equal Employment Opportunity Coordinator and with any other official or agency, or the State or Federal government which seeks to eliminate unlawful employment discrimination, and with all other State and Federal efforts to assure equal employment practices under its contract and the contractor shall comply promptly with all requests and directions from the State Administering Agency, the State Equal Employment Opportunity Coordinator and any of the State of Ohio officials and agencies in this regard, both before and during construction.

(6) Full cooperation as expressed in clause (5), above, shall include, but not be limited to, being a witness and permitting employees to be witnesses and complainants in any proceeding involving questions of unlawful employment practices, furnishing all information and monthly utilization work hour reports required by the OAC 123: 2-9-01 and by the rules, regulations and orders of the State Equal Employment Opportunity Coordinator pursuant thereto, and permitting access to its books, records, and accounts by the State Administering Agency and the State Equal Employment Opportunity Coordinator for purposes of investigation to ascertain compliance with such rules, regulations and orders. Specifically, contractors will submit workforce utilization reports to the State Equal Opportunity Coordinator by the 10th of each month. The monthly reports must be electronically submitted through the following website: <http://das.ohio.gov/EOD/CCinputForm29.htm>

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of its contract or with any of the said rules, regulations, or orders, its contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further State Contracts or State-assisted Construction Contracts in accordance with procedures authorized in OAC 123:2-3 through 2-9 and such other sanctions may be instituted and remedies invoked, as provided in OAC 123:2-3 through 2-9 or by regulation, or order of the State Equal Employment Opportunity Coordinator, or as otherwise provided by law.

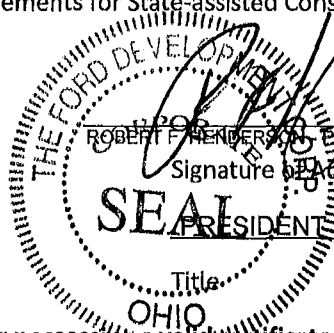
In the event that its contract is terminated for a material breach of OAC 123:2-3 through 2-9 the contractor shall become liable for any and all damages which shall accrue to the State Administering Agency and Applicant and the State of Ohio as a result of said breach.

(8) The contractor will require the inclusion of language reflecting these same eight covenants within every subcontract or purchase order it executes in the performance of its contract unless exempted by rules, regulations or orders of the State Equal Employment Opportunity Coordinator issued pursuant to O.A.C. 123:2-3-02 so that these provisions will be binding upon each subcontractor or vendor. The contractor will take such actions as the Administering Agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in any litigation with a subcontractor, vendor or other party as a result of such direction by the State Administering Agency, the contractor may be requested to protect the interests of the State.

>>>The prime contract bidder hereby adopts the foregoing covenants? Yes No

BIDDER'S CERTIFICATION:

The undersigned, being a duly authorized officer of the prime contract bidder, does hereby certify to and agree with the foregoing statements and covenants regarding its subscription to the State's Equal Employment Opportunity Requirements for State-assisted Construction Contracts.

The seal is circular with a double-line border. The outer ring contains the text "THE FORD DEVELOPMENT CORPORATION" at the top and "OHIO" at the bottom. The center of the seal features the word "SEAL" in large, bold, capital letters. Overlaid on the seal is a handwritten signature in black ink. Below the signature, the text "ROBERT F. HENDERSON, PRESIDENT" is printed. To the right of the signature, the date "08 / 12 / 21" is handwritten. Below the signature line, the text "Signature of Authorized Officer" is printed. To the right of this text, the word "Date" is printed. Below the seal, the word "Title" is printed, followed by a horizontal line.

08 / 12 / 21
Signature of Authorized Officer Date
Title _____

>>> PLEASE NOTE: Only a bidder possessing a valid certificate will be awarded a contract pursuant to Chapter 153 of the Revised Code by an owner referred to in section 153.01 of the Revised Code. Application shall be made at least ten working days prior to the date that the bidder expects to receive the certificate. The bidder's failure to elect one of the two Bidder's Affirmative Action Requirements, adopt the Bidder's EEO Covenants, and complete the foregoing certification may cause the bidder's proposal to be rejected as being non-responsive to the State's Equal Employment Opportunity Requirements and in non-compliance with the State Equal Employment Opportunity Bid Conditions. In addition, the bidder must, prior to the execution of a contract, submit to the local subdivision a valid Certificate of Compliance for Equal Employment Opportunity purposes.

"APPENDIX A" OF THE STATE EEO BID CONDITIONS

MINORITY MANPOWER UTILIZATION GOALS AND TIMETABLES

The following minority goals listed are expressed in terms of percentages of work hours for each trade to be used by the contractor in a designated area. Designated areas are defined as Ohio's Standard Metropolitan Statistical Areas (SMSA). They are: Akron, Cincinnati, Cleveland, Columbus, Dayton, Toledo and Youngstown-Warren. In cases where the project is not located in a designated area, the contractor may adopt minority utilization goals of the near/nearest designated area.

	AKRON		CINCINNATI		CLEVELAND	
			<u>Trade</u>		<u>Trade</u>	
All Trades	10%		Asbestos Workers	9%	Asbestos Workers	17%
			Boilermakers	9%	Boilermakers	10%
			Carpenters	10%	Carpenters	16%
			Elevator Constructors	11%	Electricians	20%
			Floor Layers	10%	Elevator Constructors	20%
			Glaziers	10%	Floor Layers	11%
			Lathers	10%	Glaziers	17%
			Marble, Tile, Terrazzo	8%	Ironworkers	13%
			Millwright	10%	Operating Engineers	17%
			Operating Engineers	11%	Painters	17%
			Painters	11%	Pipefitters	17%
			Pipefitters	11%	Plasterers	20%
			Plasterers	10%	Plumbers	17%
			Plumbers	11%	Roofers	17%
			Sheet Metal Workers	11%	Other Trades	17%
			Other Trades	11%		

"APPENDIX B" OF THE STATE EEO BID CONDITIONS

SPECIFIC AFFIRMATIVE ACTION STEPS

The following Affirmative Action steps are directed at increasing minority utilization:

(1) The contractor should maintain a file of the names and addresses of each minority and female referred to it by any individual or organization and what action was taken with respect to each such referred individual, and if the individual was not employed by the contractor, and the reasons therefore. If such individual was sent to the union hiring hall for referral and not referred back by the union or if referred back by the union or if referred, not employed by the contractor, the file should document this and the reason therefore.

To Demonstrate Compliance: Maintain a file of the names, addresses, telephone numbers, and craft of each minority and female applicant showing (a) the date of contact and whether the person was hired; if not, the reason, (b) if the person was sent to a union for referral, and the results (c) follow-up contacts when the contractor was hiring.

(2) The contractor should promptly notify the State Contracting Agency when the Union or Unions with which the contractor has collective bargaining agreements does not refer to the contractor a minority or female worker referred (to the union) by the contractor, or when the contractor has information that the union referral process has impeded efforts to meet its goals.

To Demonstrate Compliance: Have a copy of letters sent, or do not claim the union is impeding the contractors' efforts to comply.

(3) The contractor should disseminate its Equal Employment Opportunity policy within its organization by including it in any company newsletters and annual reports; by advertising at reasonable intervals in union publications; by posting of the policy; by specific review of the policy with minority and female employees; and by conducting staff meetings to explain and discuss the policy.

To Demonstrate Compliance: Have a written EEO policy which includes the name and how to contact the contractor's EEO Officer and (a) include the policy in any company policy manuals, (b) post a copy of the Policy on all company bulletin boards (in the office and on all job sites), (c) records, such as reports or diaries, etc., that each minority and female employee is aware of the Policy and that it has been discussed with them, (d) that the policy has been discussed regularly at staff meetings and (3) copies of newsletters and annual reports which include the Policy.

(4) The contractor should continually monitor all personnel activities to ensure that its EEO policy is being carried out, including the evaluation of minority and female employees for promotional opportunities on a quarterly basis and the encouragement of such employees to seek those opportunities.

To Demonstrate Compliance: Have records that the company EEO Officer reviews all: (a) monthly workforce reports, (b) hiring and terminations, (c) training provided on-the-job, (d) minority and female employees quarterly for promotion and encourages them to prepare for and seek promotion. The records should be the EEO Officer's job description, reports, memos, personnel files, etc., documenting the activities for possible discriminatory patterns.

(5) The contractor should disseminate its EEO policy externally by informing and discussing it with all recruiting sources; by advertising it in news media, specifically including minority and female news media; and by notifying and discussing it with all subcontractors.

To Demonstrate Compliance: Have copies of (a) letters sent, at least six months or at the start of each new major contract, to all recruiting sources (including labor unions) requiring compliance with the Policy, (b) advertising, which has the EEO "tagline" on the bottom, and (c) purchase order and subcontract agreement forms will include or make reference to the State EEO Covenant, Appendix A or B of the Ohio Administrative Code 123:2-3-02.

(6) The contractor should make specific and reasonably recurrent oral and written recruitment efforts directed at minority and women's organizations, and training organizations with the contractor's recruitment area.

To Demonstrate Compliance: Have a record either in a follow-up file for each organization or on the reverse of the notification letter sent under Item 1, above, of the dates, individuals contacted and the results of the contract from telephone calls or personal meetings with the individuals or groups notified under Item 1.

(7) The contractor, where reasonable, should develop on-the-job training opportunities and participate and assist in all Department of Labor funded and/or approved training programs (including Apprenticeship) Programs relevant to the contractor's employee needs consistent with its obligations in the Bid Conditions.

To Demonstrate Compliance: Have records of contributions in cash, equipment supplied and/or contractor personnel provided as instructors for Bureau of Apprenticeship and Training approved or Department of Labor funded training programs and records of the hiring and training of minorities and females referred to Company by such programs.

(8) The contractor should solicit bids for subcontracts (and joint ventures) from available minority and female subcontractors engaged in the trades covered by the Bid Conditions, including circulation of minority and female contractors associations.

To Demonstrate Compliance: Have copies of letters or other direct solicitation of bids for subcontracts/joint ventures from minority/female contractors with a record of the specific response and any follow-up the contractor has done to obtain a price quotation or to assist a minority/female contractor in preparing or reducing a price quotation; have a list of all minority/female subcontracts awarded or joint ventures participated in with dollar amounts, etc.

EXPLANATION OF AN ACCEPTABLE AFFIRMATIVE ACTION PROGRAM:

An Affirmative Action Program is a set of specific and result-oriented procedures to which a Contractor shall apply every good faith effort. The objective of those procedures and efforts is to assure equal employment opportunity. An acceptable Affirmative Action Program will include an analysis of all trades employed by the Contractor within the last year with an explanation of whether Minorities are currently being under-utilized in any one or more trades. A necessary prerequisite to the development of a satisfactory Affirmative Action Program is the identification and analysis of problem areas inherent in Minority employment and an evaluation of opportunities for utilization of Minority group personnel.

Part I - Basic Contents of an Affirmative Action Program:

1. Development or reaffirmation of the contractor's EEO policy in all personnel actions.
2. Formal internal and external dissemination of contractor's EEO policy.
3. Establishment of responsibilities for implementation of the contractor's affirmative action program.

4. Identification of problem areas (deficiencies) by organizational units and job classification.
5. Establishment of goals and objectives by organizational units and job classification, including timetables for completion.
6. Development and execution of action oriented programs designed to eliminate problems and further designed to attain established goals and objectives.
7. Design and implementation of internal audit and reporting systems to measure effectiveness of the total programs.
8. Compliance of personnel policies and practices with Federal sex discrimination guidelines (41 CFR Part 60-20).
9. Active support of local and national community action programs and community service programs, designed to improve the employment opportunities of minorities.
10. Consideration of ethnic minorities and women not currently in the work force having requisite skills who can be recruited through affirmative action measures.
11. Summary data on applicant flow, hires, terminations and promotions, and training for the last twelve months or the last one hundred applicants, hires, etc., whichever is less.

Part II - Analysis of Individual Trades

1. The minority population of the labor area surrounding (contractor's) projects.
2. The size of the minority unemployment force in the labor area surrounding (the contractor's) projects.
3. The percentage of minority work force as compared with the total work force in the immediate labor area.
4. The general availability of minorities having requisite skills in the immediate labor area.
5. The availability of minorities having requisite skills in the area in which the contractor can reasonably recruit.
6. The availability of promotable minority employees within the contractor's organization.
7. The anticipated expansion, contraction, and turnover of an in the work force.
8. The existence of training institutions capable of training minorities in the requisite skills.
9. The degree of training which the contractor is reasonably able to undertake as a means of making all job classes available to minorities.

Goals, timetables and affirmative action commitments must be designed to correct any identifiable deficiencies. Where deficiencies exist and where numbers or percentages are relevant in developing corrective action, the contractor shall establish and set forth specific goals and timetables. Such goals and timetables, with supporting data and the analysis thereof shall be a part of the contractor's written affirmative action program. Where the contractor has not established a goal, its written affirmative action program must specifically analyze each of the factors listed above, and must detail its reason for a lack of a goal. The goals and timetables should be attainable in terms of the contractor's analysis of its deficiencies and its entire action. Thus, in establishing its goals and timetables, the contractor should

consider the results which could be reasonably expected from its good faith efforts to make its overall affirmative action program work. If the contractor does not meet its goals and timetables, the contractor's good faith efforts shall be judged as to whether the contractor is following its program and attempting to make the program work toward the attainment of its goals.

Support data for the above analysis and program shall be compiled and maintained as part of the contractor's affirmative action program. This data should include applicant flow data and applicant rejection ratios indicating minority status.

Compliance Status: No State Contractor's compliance status shall be judged alone by whether or not he reaches his goals and meets his timetables. Rather each Contractor's compliance posture shall be reviewed and determined by reviewing the contents of his program, the extent of his adherence to his program and his good faith efforts to make his program work toward the realization of the program's goals within the timetables set for completion.

"APPENDIX C" OF THE STATE EEO BID CONDITIONS

FEMALE UTILIZATION GOALS

OAC 123:2-3-05 Required utilization analysis and goals

- (A) Each state-involved contractor shall include in his/her affirmative action program the information and analysis required pursuant to part IV 401-C of appendix A of rule 123:2-1-01 of the Administrative Code, in addition to female utilization requirements pursuant to the governor's "Executive Order 84-9" and this rule.
- (B) As required by the governor's "Executive Order 84-9", the utilization of women shall be, at a minimum, that currently in use by the federal government as of February 15, 1984. This requirement stated at C.F.R. part 60-4 is 6.9 percent utilization of women. This requirement shall remain at 6.9 percent unless further amended by the governor in a subsequent order. This requirement shall be met by a determination of work hours utilized in the same manner as minority utilization hours are calculated.