

First Reading: August 17, 2021  
Second Reading: dispensed

RESOLUTION 2021- 068

**A RESOLUTION APPROVING AND AUTHORIZING A CONTRACT TO  
RECONSTRUCT VARIOUS TOWNSHIP CULVERTS FOR THE DILLONVALE  
SUBDIVISION CULVERT IMPROVEMENT PROJECT AND DISPENSING WITH A  
SECOND READING**

**WHEREAS**, on May 4, 2021, the Board of Township Trustees of Sycamore Township determined to make improvements to headwalls on culverts in the Township (the Dillonvale Subdivision Culvert Improvement Project); and

**WHEREAS**, the Township caused plans and specifications for the Dillonvale Subdivision Culvert Improvement Project to be prepared; and

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

**WHEREAS**, Ford Development Corp. submitted the lowest and best bid for the Dillonvale Subdivision Culvert Improvement Project in the amount of \$182,767.75 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 Dillonvale Subdivision Culvert 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 Dillonvale Subdivision Culvert Improvement Project and determines that the entire cost of the project, 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 Dillonvale Subdivision Culvert 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 Dillonvale Subdivision Culvert 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 \$182,767.75.

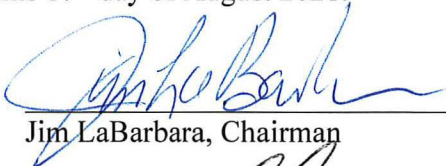
**SECTION 5.**

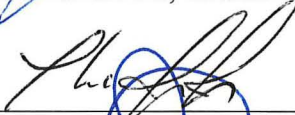
The Board of Township Trustees of Sycamore Township, by at least two-third vote of all of its members, dispenses with any requirement that this Resolution be read on two separate days and authorizes its passage upon one reading.

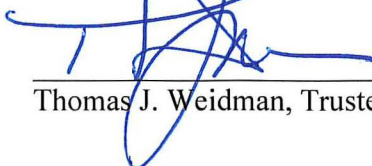
**VOTE RECORD:**

Mr. James   y        Mr. LaBarbara   y        Mr. Weidman   y  

**PASSED** at the meeting of the Board of Trustees this 17<sup>th</sup> day of August 2021.

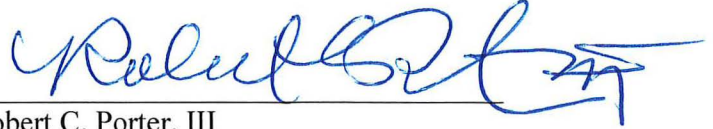
  
\_\_\_\_\_  
Jim LaBarbara, Chairman

  
\_\_\_\_\_  
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 17<sup>th</sup> day of August 2021.



Robert C. Porter, III  
Sycamore Township Fiscal Officer

**APPROVED AS TO FORM:**



Deepak K. Desai, Law Director

**BID FORM**

(This Bid Form shall not be detached from the Bidding Documents. The entire Bidding Documents shall be returned with the executed Bid.)

Project:	Dillonvale Subdivision Culvert Improvements	Bidder:	FORD DEVELOPMENT CORP.
	<b>SYCAMORE TOWNSHIP</b>		11148 WOODWARD LANE
	Project No. Dillonvale Subdivision Culvert Improvements		CINCINNATI, OHIO 45241

In compliance with your **Invitation for Bids**, the undersigned Bidder(s) hereby proposes to furnish all materials and perform all the work necessary for the construction of the above referenced project, in strict accordance with the Contract Documents as prepared by the OWNER, and within the time set forth within and at the price stated in this form.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID, each party thereto certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence work under this contract on or before a date to be specified in the **NOTICE TO PROCEED** and to fully complete the PROJECT within 120 calendar days thereafter. BIDDER further agrees to pay as liquidated damages, the sum of **\$1000.00** for each consecutive calendar day thereafter as provided in the General Conditions.

Bidder acknowledges receipt of the following ADDENDUM:

None

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**BID FORM (Cont.)**

(This Bid Form shall not be detached from the Bidding Documents. The entire Bidding Documents shall be returned with the executed Bid.)

**BID FORM**

**BID FOR:**

Sycamore Township  
Dillonvale Subdivision Culvert Improvements

**BID TO:**

Sycamore Township Administration  
8340 Kenwood Road  
Cincinnati, Ohio 45236

**BID FROM:** \_\_\_\_\_ FORD DEVELOPMENT CORP.  
(Print or Type Name of Bidder)  
(~~/A Corporation/ A Partnership/ A Limited Liability Company/~~  
~~-An Individual/ A Joint Venture-~~  
[Bidder to strike out inapplicable terms.]

Bid Tabulation

REF NO	ITEM NO	QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	201	1	LUMP	Clearing and Grubbing, Including Tree Removal	8250	8250
2	202	62.5	FT	Guardrail Removed	1	62.5
3	203	140	CY	Excavation	5	700
4	203	375	CY	Embankment	5	1875
5	203	30	CY	Granular Material, Type E	60	1800
6	204	110	SY	Geotextile Fabric	1	110
7	606	62.5	FT	Guardrail, Type MGS with 8' Long Posts	66	4125
8	601	115	CY	Dumped Rock Fill, Type B	100	11500
9	653	75	CY	Topsoil Furnished and Placed	10	750
10	659	410	SY	Seeding and Mulching, Class 3B	1	410
11	659	21	SY	Repair Seeding and Mulching	1	21
12	659	21	SY	Inter-Seeding	1	21
13	659	0.05	TON	Commercial Fertilizer	100	5
14	659	0.08	ACRE	Lime	50	4
15	659	2.2	MGAL	Water	10	22
16	671	300	SY	Erosion Control Mat, Type A	3	900

REF NO	ITEM NO	QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
17	832	1	LUMP	Erosion Control	500	500
18	503	1	LUMP	Cofferdams and Excavation Bracing	15000	15000
19	503	1	LUMP	Unclassified Excavation, As Per Plan	20000	20000
20	509	2997	LB	Epoxy Coated Reinforcing Steel (96" HW & 72" HW Extension)	1	2997
21	511	12	CY	(96" HW) Class QC1 Concrete, Retaining/Wingwall (Not Including Footing)	1500	18000
22	511	24	CY	(96" HW) Class QC1 Concrete, Footing	1500	36000
23	511	4	CY	(96" HW) Class QC1 Concrete, Headwall	1500	6000
24	511	2	CY	(72" HW) Class QC1 Concrete, Headwall Extension	1500	3000
25	602	1	EA	Concrete Masonry, 54" HW ODOT 1.1, (Including steel, etc.) Complete	20000	20000
26	512	24	SY	Sealing of Concrete Surfaces (Epoxy-Urethane)	15	360
27	518	4	CY	Porous Backfill with Geotextile Fabric	60	240
28	611	1	EACH	Catch Basin Frame and Grate	1500	1500
29	601	50	CY	Rock Channel Protection Type B, As Directed by Engineer	100	5000
30	614	1	LUMP	Maintaining Traffic	5000	5000
31	623	1	LUMP	Construction Layout Stakes and Surveying	2000	2000

SUBTOTAL FOR THE PROJECT: \$ 166152.5

CONTINGENCY AMOUNT 10% OF SUBTOTAL FOR PROJECT: \$ 16615.25

TOTAL COST FOR PROJECT: \$ 182767.75

CONTRACTOR NAME: FORD DEVELOPMENT CORP.

CONTRACTOR ADDRESS:

11148 WOODWARD LANE

CINCINNATI, OHIO 45241

513-772-1521



Enclosed herewith find certified check or bid bond in the amount of \_\_\_\_\_ (\$ \_\_\_\_\_), being at least ten percent (10%) of the total proposed price, made payable to Sycamore Township as a personal guarantee, which, it is agreed by the undersigned, will be retained by Sycamore Township as liquidated damages in the event the Successful Bidder fails to sign and deliver the Contract Documents and furnish the required contract security within ten (10) days after the Notice of Award.

RESPECTFULLY SUBMITTED,

BY: FORD DEVELOPMENT CORP.

(Company Name)

11148 WOODWARD LANE

(Address)

CINCINNATI, OHIO 45241

513-772-1521

(Phone Number)



ROBERT F. HENDERSON - PRESIDENT

(Please print name and title)

ATTEST: Robert T. Henderson  
ROBERT T. HENDERSON - CFO/CORPORATE SECRETARY

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by Resolution of the Board of Trustees.

Sycamore Township

\_\_\_\_\_  
Township Administrator

Attest: \_\_\_\_\_

Bidder agrees that the Work will be substantially complete and completed and ready for final payment in accordance with the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

Bidder accepts the provisions of the Agreement as to liquidated and special damages in the event of failure to complete the Work within the time specified above.

Bidder accepts the provisions of the Agreement as to the assignment of the Procurement Agreements.

All bids must, also, be accompanied by the following documents:

- A. Bid Guaranty and Contract Bid**
- B. Authentication of Bid and Statement of Non-Collusion and Non-Conflict of Interest Affidavit**
- C. Certification/Affidavit in Compliance with ORC Section 3517.13**
- D. Delinquent Personal Property Tax Affidavit**
- E. Corporation Affidavit**
- F. Affidavit of INS Regulatory Compliance**
- G. A.D.A. Affidavit of Contractor or Sub- Contractor**
- H. EEO Affidavit**
- I. Illegal Immigrant Policy**

The terms used in this Bid will have the meanings indicated in the Instructions to Bidders and the General Conditions and Supplementary Conditions.

Respectfully submitted on           AUGUST 12th          , 2021           .

If Bidder is:

**An Individual**

By \_\_\_\_\_  
(Individual's Signature)

\_\_\_\_\_  
(Printed or Typed Name of Individual)

Doing business as \_\_\_\_\_

License or Registration Number: \_\_\_\_\_

Business Address: \_\_\_\_\_

\_\_\_\_\_

Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

**A Partnership**

By \_\_\_\_\_  
(Firm Name)

\_\_\_\_\_  
(General Partner's Signature)

\_\_\_\_\_  
(Printed or Typed Title and Name of General Partner)  
(Attach evidence of authority to sign.)

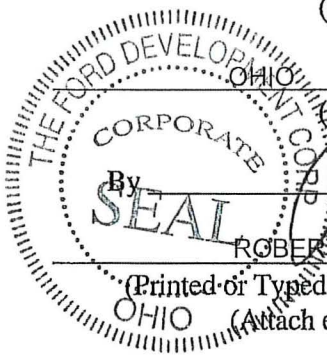
License or Registration Number: \_\_\_\_\_

Business Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

**A Corporation**

By FORD DEVELOPMENT CORP.  
(Corporation Name)



OHIO  
(State of Incorporation)

By *[Signature]*  
ROBERT F. HENDERSON - PRESIDENT

(Printed or Typed Name and Title of Officer Authorized to Sign)  
(Attach evidence of authority to sign.)

(CORPORATE SEAL)

Attest *[Signature]*  
(Secretary) ROBERT T. HENDERSON - CFO/CORPORATE SECRETARY

License or Registration Number: N/A

Business Address: 11148 WOODWARD LANE  
CINCINNATI, OHIO 45241

Phone No.: 513-772-1521 Fax No.: 513-772-0324

**Limited Liability Company**

By \_\_\_\_\_  
(Firm Name)

\_\_\_\_\_  
(State of Formation)

By \_\_\_\_\_  
(Signature of Member/Authorized to Sign)

\_\_\_\_\_  
(Printed or Typed Name and Title of Member Authorized to Sign)  
(Attach evidence of authority to sign.)

License or Registration Number: \_\_\_\_\_

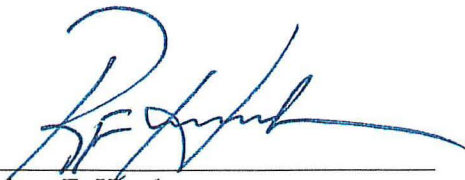
**WAIVER OF NOTICE OF THE MEETING OF THE  
BOARD OF DIRECTORS  
OF  
FORD DEVELOPMENT CORPORATION**

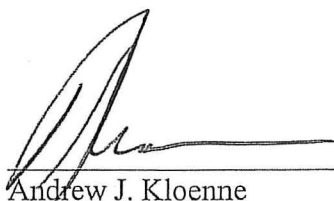
We, the undersigned, being all of Directors of the Board of Directors of the corporation, hereby agree and consent that a meeting of the Board of Directors of the Corporation be held on the date and at the time and place designated thereunder, and do hereby waive any and all notice thereof such meeting and of any adjournments.


We do further agree and consent that any and all lawful business may be transacted at such meeting or at any adjournment thereof, as may be deemed advisable by the Directors present. Any business transacted at such meeting or any adjournment thereof shall be as valid and legal and of the same force and effect as if such meeting or adjourned meeting were held after notice.

<b>Place of Meeting:</b>	<b>11148 Woodward Lane Sharonville, Ohio</b>
<b>Date of Meeting:</b>	<b>October 20, 2020</b>
<b>Time of Meeting:</b>	<b>11:00 AM</b>
<b>Purpose of Meeting:</b>	<b>Signers on Bid Documents</b>

Dated:           October 20, 2020

  
\_\_\_\_\_  
Robert F. Henderson

  
\_\_\_\_\_  
Andrew J. Kloenne

  
\_\_\_\_\_  
Robert T. Henderson

MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS OF  
FORD DEVELOPMENT CORPORATION

A meeting of the Board of Directors of the above captioned Corporation was held on the date, at the time and the place set forth in the written waiver signed by all of the officers, fixing such time and place and prefixed to the minutes of the meeting.

The meeting was called to order by President, and he explained the purpose of the meeting was to discuss signers on bid documents. After discussion, and upon motions duly made and seconded and unanimously carried, it was

RESOLVED, that Robert F. Henderson, President will have the  
authority to sign bid documents for Ford Development  
Corp.

RESOLVED, that Andrew J. Kloenne, Vice-President will have the  
Authority to sign bid documents for Ford Development  
Corp.

With no further business to be brought before the Board of Directors, and upon motions duly made, seconded, and unanimously carried, the meeting was adjourned.



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Robert T. Henderson  
Corporate Secretary/Treasurer

Business Address: \_\_\_\_\_  
\_\_\_\_\_

Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

**A Joint Venture**

Joint Venture Name: \_\_\_\_\_

By \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed or Typed Name) (Title)

\_\_\_\_\_  
(Address)

By \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed or Typed Name) (Title)

\_\_\_\_\_  
(Address)

Phone and Fax number and address for receipt of communications to joint venture:

\_\_\_\_\_  
\_\_\_\_\_

(Each joint venturer must sign. The manner of signing for each individual, partnership, corporation or limited liability company that is a party to the joint venture shall be in the manner indicated above.)

++END OF BID FORM++

## **OHIO'S BID, PAYMENT AND PERFORMANCE BOND LAW:**

SB 157 applies to the State, or any political subdivision, district, institution or other agency, except the Ohio Department of Transportation. The bill became law in July 1980. The heart of the bill is contained in Section 153.54.

Part A requires that any bid for the construction, demolition, alteration repair, or reconstruction of any public improvement be accomplished by bid guaranty which is either:

- (1) A bond, which is further defined in part B for the full amount of the bid;  
or
- (2) A certified check, cashier's check or letter of credit, in the amount of ten percent (10%) of the bid and revocable only at the option of the governmental body which the bid was submitted.

Part B specifies:

- (1) The bond shall be written to require that if the Contractor to whom the contract is awarded fails to enter into a contract, the Contractor shall be liable for the difference between this bid and that of the second lowest bidder, or ten percent (10%) of his bid, whichever is less. If the public agency does not award to the next lowest bidder, but re-submits the project for bidding, the Contractor shall be liable for the cost in connection with the resubmission of printing new contract documents, advertising, and mailing notices to prospective bidders or ten percent (10%) of the Contractor's bid, whichever is less.
- (2) When the contract is entered into, the bond shall identify the public agency against all damage suffered by failure of the Contractor to perform the contract in accordance with plans and specifications. Further, the bond shall guarantee the payment of all lawful claims of subcontractors, material, men, and laborers for labor performed or material furnished for the project in question.

Part C deals with bid guaranties, which are not bonds, but letters of credit, cashiers checks or certified checks. The same liability in B (1) is repeated in the event a bidder refuses to sign a contract. Additionally, Part C requires that when the successful bidder enters into a contract, he shall post a bond for the amount of the contract containing the same provisions as B (2).

Part D states when the second low bidder fails to enter into a contract within ten (10) days after the awarding of the contract (after the low bidder already has refused) the liability of the second low bidder is ten percent (10%) of his bid, or the difference between his bid and that of the third low bidder, whichever is less. This process will be repeated if the third, fourth or fifth bidder refuses to enter into a contract.



**OHIO'S BID, PAYMENT AND PERFORMANCE BOND LAW  
(CONTINUED):**

Part E states when there are multiple refusals to enter into a contract and the project is to be re-bid, each Contractor who refused to enter into the contract shall share equally in the cost of printing new contract documents, re-advertising, and printing and mailing notices to prospective bidders. However, no Contractor's liability shall exceed ten percent (10%) of his bid.

Part F states the bid guaranties will be made payable and held by the public agency awarding the contract. Bonds must be issued by a surety company authorized to do business in Ohio and approved by the Public agency.

Part G applies to Contractors with current contracts of less than \$500,000.00. Such Contractors who bid on projects under \$500,000.00 for agencies covered under the bill may withdraw their bids from consideration, without any liability, if: . . . a bid on another public project (which comes under the scope of the bill) of less than \$500,000.00 has been accepted; and: . . . the surety company certifies in good faith the would be unable to perform the subsequent contract because to do so would exceed the bidder's bonding capacity.

Part H states all bid guaranties (bonds, cashier's checks, etc.) will be returned to unsuccessful bidders when the contract is executed. If the successful bidder had posted a cashier's check, etc., it will be returned to him upon the posting of the performance/payment bond required in Part C.

Companion sections to 153.54 are 153.57 and 153.571.

153.57 is the current State bond form. Contractors have had difficulty with it. Besides being a one hundred percent (100%) bid, performance and payment bond, this also required that the Contractor, in submitting this type of bond, fill in the "penal sum". The "penal sum" was the amount of the bid, including any and all alternates. Sometimes Contractors had difficulty in getting this figure correct in the last minutes prior to the bid opening. Sometimes the "penal sum" was too low and the bid was rejected because of the error.

Under SB 157, Section 153.57 will be used only in cases where the Contractor used a cashier's check as a bid bond. In these instances, the bond form in 153.57 will have to be completed. But this will not be in the hectic minutes prior to submitting the bid, but concurrently with signing the contract. It is a one hundred percent (100%) payment/performance bond.

153.571 is the bond form that is the key to the bill.

It recites the ten percent (10%) bid bond and other forfeiture provisions contained in 153.54 B (1). It provides that when the contract is signed, the bond is a one hundred percent (100%) performance/payment bond, in accordance with 153.54 B (2).

**OHIO'S BID, PAYMENT AND PERFORMANCE BOND LAW  
(CONTINUED):**

Additionally, instead of having to fill in the dollar amount of the bid on the bond form, the contract price will be referenced to price bid, adjusted to take into consideration any add or deduct alternates accepted by the owner.

Further, there is a provision on the bond form, which the surety can fill out and sign in advance, placing a ceiling on the amount of the bond. Thus, the surety could say the penal sum shall not exceed "X" dollars. The Contractor can bid the amount he wants to – and be bonded – provided it does not exceed "X".

Reprinted from the News Report of the Builders Association of Eastern Ohio and Western Pennsylvania.

August 1980  
Revised March 1985

## BID GUARANTY AND CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, \_\_\_\_\_  
FORD DEVELOPMENT CORP.

(Here insert full name or legal title of Contractor and address)

as Principal and GREAT AMERICAN INSURANCE COMPANY

(Here insert full name or legal title of Surety)

As Surety, are hereby held and firmly bound unto SYCAMORE TOWNSHIP, Ohio and the Ohio Department of Transportation (ODOT) hereinafter called the Oblige, in the penal sum of the dollar amount of the bid submitted by the Principal to the Oblige on 08/12/2021 to undertake the project known as: Dillonvale Subdivision Culvert Improvements

The penal sum referred to herein shall be the dollar amount of the Principal's Bid to the Oblige, incorporating any additive or deductive alternate proposals made by the Principal on the date referred to above to the Oblige, which are accepted by the Oblige. In no case shall the penal sum exceed the amount of

\_\_\_\_\_ dollars (\$ \_\_\_\_\_). (If the above line is left blank, the penal sum will be the full amount of the Principal's bid, including alternatives. Alternatively, if completed, the amount stated must not be less than the full amount of the bid, including alternatives, 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 bond on the above referred to project;

NOW, THEREFORE, if the Oblige accepts the bid of the Principal and the Principal fails to enter into a proper contract in accordance with the plans, details, specifications, contract documents, and bills of material; and in the event the Principal pays to the Oblige the difference not to exceed ten percent of the penalty hereto between the amount specified in the bid and such larger amount for which the Oblige may in good faith contract with the next lower bidder to perform the work covered by the bid; or in event the Oblige does not award the contract to the next lower bidder and resubmits the project for bidding, the Principal will pay the Oblige the difference, not to exceed ten percent 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 the obligation shall be null and void, otherwise to remain in full force and effect.

If the Oblige accepts the bid of the Principal and the Principal, within ten days after the awarding of the contract, enters into proper contract in accordance with the bid, plans, details, specifications, and bills of material, which said contract is made a part of this bond the same as though set forth herein; and if the said Principal shall well and faithfully perform each and every condition of such contract; and indemnify the Oblige against all damage suffered by failure to perform such contract according to the provisions thereof and in accordance with the plans, details, specifications, and bills of material therefore; and shall pay all lawful claims of subcontractors, materialman, laborers, for labor performed and materials furnished in the carrying forward, performing, and completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any materialman or laborer having just claim, as well as for the Oblige 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 hereunto shall in no event exceed the penal obligation as herein stated.

THE SAID Surety hereby certifies that the Surety is authorized to execute bonds in the State of Ohio R.C. 9.311 and that the liability incurred through the issuance of this bond is within the limits of ORC 3929.02.

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

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

FORD DEVELOPMENT CORP  
Principal

By: [Signature]  
ROBERT F. HENDERSON

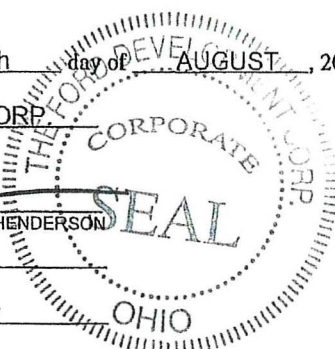
Title: PRESIDENT

Great American Insurance Company

Surety

Witness: [Signature]

By: [Signature]  
Attorney-in-Fact Katie Rose



Surety Company Address

Surety Agent's Name and Address

301 E. 4th Street  
Cincinnati, OH 45202

AssuredPartners NL, LLC  
5905 E. Galbraith Rd., Suite 5000, Cincinnati, OH 45236

**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



*My L C. B.*  
Assistant Secretary

GREAT AMERICAN INSURANCE COMPANY  
*Mark V. Vicario*  
Divisional Senior Vice President

MARK VICARIO (877-377-2406)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

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. BBRAHA, 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



*My 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**

Bonds	\$ 4,386,347,507
Stocks	1,201,868,403
Mortgage loans on real estate	486,472,385
Real estate (net of encumbrances)	37,886,932
Cash and short-term investments	1,049,550,843
Other invested assets	926,866,836
Receivable for securities	5,990,312
Investment income due and accrued	36,502,562
Agents' and premium balances	728,740,997
Reinsurance recoverable on loss payments	126,954,023
Net deferred tax asset	149,581,575
Receivable from affiliates	13,340,599
Receivable from Federal Crop Insurance Corporation	398,733,386
Company owned life insurance	191,104,977
Funds held as collateral	6,356,281
Funded deductibles	30,751,380
Other admitted assets	45,245,160

Total \$ 9,822,296,458

**LIABILITIES, CAPITAL AND SURPLUS**

Unpaid losses and loss expenses	\$ 4,496,981,334
Reserve for underwriting expenses	314,467,440
Federal income taxes	2,109,834
Reserve for unearned premiums	1,583,390,092
Ceded reinsurance premiums payable	178,445,021
Funds held under reinsurance treaties	571,582,513
Retrospective reinsurance ceded	(107,861,905)
Other liabilities	228,061,821
Total liabilities	<u>7,266,365,950</u>
Capital stock	\$ 16,440,600
Paid in surplus	880,010,977
Special surplus funds	83,566,748
Unassigned funds	1,576,892,163
Policyholders' surplus	<u>2,555,910,508</u>

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

Aircraft

Allied Lines

Boiler & Machinery

Burglary & Theft

Collectively Renewable A & H

Commercial Auto - Liability

Commercial Auto - No Fault

Commercial Auto - Physical Damage

Credit

Credit Accident & Health

Earthquake

Fidelity

Financial Guaranty

Fire

Glass

Group Accident & Health

Guaranteed Renewable A & H

Inland Marine

Medical Malpractice

Multiple Peril - Commercial

Multiple Peril - Farmowners

Multiple Peril - Homeowners

Noncancellable A & H

Nonrenew- Stated Reasons (A&H)

Ocean Marine

Other

Other Accident only

Other Liability

Private Passenger Auto - Liability

Private Passenger Auto - No Fault

Private Passenger Auto - Physical Damage

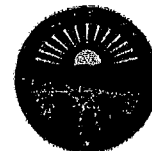
Surety

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.

Judith French, Director



**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.

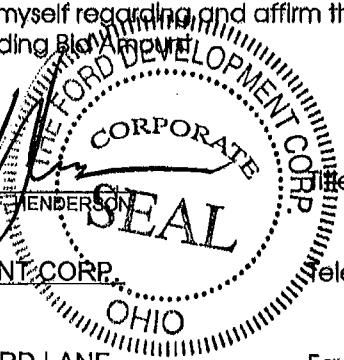
That I have fully informed myself regarding and affirm the accuracy of all statements made in this Form of Proposal including Bid Above

Signed By  Title PRESIDENT

Firm FORD DEVELOPMENT CORP. Telephone 513-772-1521

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 **Dillonvale Subdivision Culvert 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)<sup>1</sup>:
  - 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.
  
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)<sup>2</sup>:

---

<sup>1</sup> 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 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.

<sup>2</sup> 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-i above, has made within the two previous calendar years, one or more contributions totaling in excess of two thousand

- 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):

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.

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):

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.

---

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.

<sup>3</sup> 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.

<sup>4</sup> 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.

THE FORD DEVELOPMENT CORPORATION  
CORPORATE SEAL

BIDDER: FORD DEVELOPMENT CORP.  
SIGNATURE: *[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

Eff. Apr. 4, 2007 (Am. Sub. HB 694)



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

**PUBLIC WORKS CONTRACT  
SYCAMORE TOWNSHIP, OHIO**

This contract, entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between **SYCAMORE TOWNSHIP, COUNTY OF HAMILTON, OHIO**, acting by and through its Board of Township Trustees ("**Owner**") and \_\_\_\_\_, an Ohio corporation, doing business as \_\_\_\_\_, whose address is \_\_\_\_\_ ("**Contractor**"),

**WITNESSETH:**

For good and valuable mutual consideration and in consideration of the agreements herein to be performed and/or payments to be made by Owner and Contractor, said parties agree as follows:

1. Contractor will provide, construct and install **The Dillonvale Subdivision Culvert Improvements ("Project")**, per the prices bid and indicated on Exhibit A attached hereto, which by this reference is made a part hereof, which bid has been accepted by official action of the Owner. Contractor shall perform all work necessary to be performed to complete the Project in accordance with the contract documents attached as Exhibit B and by this reference made a part hereof ("**Contract Documents**") at its own cost and expense, furnishing all materials, supplies, machinery, equipment, tools, supervision, labor, liability and workers compensation insurance, and such other accessories and services as may be necessary, in accordance with the conditions and prices stated in the Information To Bidders, General Conditions, and printed or written explanatory matter pertaining thereto, the specifications and Contract Documents, all of which are made parts hereof and collectively constitute the Contract. Contractor agrees to indemnify and hold harmless the Owner from and against any and all actions, suits and claims arising out of the performance by Contractor of this Contract. Any warranties and indemnities contained in this Contract shall survive the completion of this Contract.

2. The Contractor hereby agrees to commence work on the Project on or after the date specified in the written Notice of Commencement of Public Improvement to be provided by the Owner, which notice is attached hereto as Exhibit C and by this reference made a part hereof, and to fully complete the Project in accordance with the Contract Documents no later than **November 30, 2021 ("Completion Date")**. The Contractor further agrees to pay liquidated damages to the Owner in accordance with Section 108.07-1 of the State of Ohio Contract and Specification Manual, in the amount of \$1000.00 per day for each calendar day, commencing the day after the Completion Date, that the Project is not completed.

3. Upon completion, inspection, and acceptance of the Project, the Owner agrees to pay the Contractor the amount due hereunder, subject to any additions and deletions approved in writing by the Owner, within thirty (30) days of acceptance of the Project and receipt of Contractor's invoice.

4. This Contract shall be governed and construed in accordance with the laws of the State of Ohio.

5. This Contract may be amended only with the written consent of the parties hereto.

6. This Contract shall not be assigned by either party hereto.

7. This Contract may be executed in counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

8. If any section, paragraph, sentence, clause or provision hereof shall for any reason be held to be invalid or unenforceable, the invalid or unenforceable section, paragraph, sentence, clause or provision hereof shall not affect the validity and enforceability of any of the remaining provisions of this Contract.

IN WITNESS WHEREOF, the Owner and Contractor have each caused this Contract to be executed by their duly authorized officers all as of that date and year first above written.

\_\_\_\_\_  
Contractor

By: \_\_\_\_\_

Title: \_\_\_\_\_

(Resolution No. \_\_\_\_\_)

**SYCAMORE TOWNSHIP,**  
County of Hamilton, Ohio,  
acting by and through its  
Board of Township Trustee

By: \_\_\_\_\_

Tracy Kellums  
Assistant Township Administrator

**NOTICE TO PROCEED**

This Notice to Proceed is hereby Issued to \_\_\_\_\_ to proceed with the construction of the **Dillonvale Subdivision Culvert Improvements**. Work is to be done in accordance with the plans and specifications as prepared by **Sycamore Township, Ohio**.

This Notice to Proceed is hereby Issued on \_\_\_\_\_ with a contract completion time of \_\_\_\_\_ consecutive calendar days, the completion date is \_\_\_\_\_.

Issued by:

\_\_\_\_\_  
**SYCAMORE TOWNSHIP**

**ACCEPTANCE**

Receipt of the above Notice to Proceed is hereby acknowledged by

\_\_\_\_\_  
*Contracting Company*

on this the \_\_\_\_\_ day of \_\_\_\_\_, 20 .

BY: \_\_\_\_\_  
*Name*

\_\_\_\_\_  
*Title*





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
- Partnership
- Individual
- Joint Venture
- Other

NAME:

ADDRESS:

PRINCIPAL OFFICE:

NAME OF PROJECT (if applicable):

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

- General Construction
- Plumbing
- Other \_\_\_\_\_
- HVAC
- Electrical

(please specify)

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[Home \(/s/\)](#)
[Company Profile \(/s/account-redirect\)](#)
[Personnel \(/s/contact/Contact/00Bt0000000TmtuEAC\)](#)
[Support \(/s/contact/support\)..](#)

R

Company Profile  
FORD DEVELOPMENT CORP

[Edit Company Profile](#)

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

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

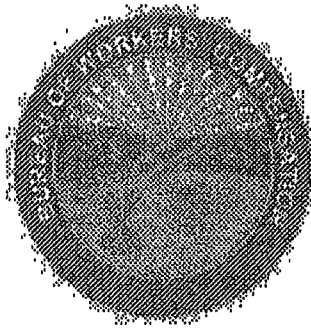
This certifies that the employer listed below participates in the Ohio State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. This certificate is only valid if premiums and assessments, including installments, are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

<b>Ferguson Waterworks</b>	<b>614-497-1574</b>
<b>3845 Groveport Road, Columbus, Ohio 43207</b>	
<b>John R. Jurgensen Company</b>	<b>513-771-0820</b>
<b>11641 Mosteller Road, Sharonville, Ohio 45241</b>	
<b>Watson Gravel, Inc.</b>	<b>513-863-0070</b>
<b>2728 Hamilton Cleves Road, Ross, Ohio 45061</b>	
<b>Ernst Enterprises Inc.</b>	<b>800-353-1555</b>
<b>P.O. Box 13577, Dayton, Ohio 45413-0577</b>	

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

6.1 Dated at

this

12<sup>th</sup>

2021

day of AUGUST

Name of Organization: Ford Development Corp.

By:

Title:

Robert F. Henderson  
President



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

12<sup>th</sup>

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      HBL, Inc., Estimator/Project Manager  
1990 - 1996      Schumacher Dugan Construction, Inc.; Divisional Operations Manager  
1996 -            Ford Development Corp.; Project Engineer

---

**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:** Eric-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

**3.4****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







**DELINQUENT PERSONAL PROPERTY TAX AFFIDAVIT**

I hereby certify:

1. That I am the Bidder (if the bidder is an individual), a partner in the Bidder (if the bidder is a partnership), or an office or employee of the bidding corporation having authority to sign on its behalf (if the bidder is a corporation).
2. That the bidder is not charged at the time the Bid was submitted with any delinquent personal property taxes on the general tax list of personal property of HAMILTON County;
3. That the Bidder is not charged with delinquent personal property taxes on any such tax list, or if the Bidder is charged with any delinquent personal property tax, the delinquent tax amount is \$ 0.00 (ZERO); and the amount of the due and unpaid penalties and interest is \$ 0.00 (ZERO);
4. That I have fully informed myself and affirm the accuracy of all statements made in this

Signed by \_\_\_\_\_

*RFH*

ROBERT F. HENDERSON

Title PRESIDENT

Firm FORD DEVELOPMENT CORP. Phone No. 772-0521

Address 11148 WOODWARD LANE Area Code 513

<u>CINCINNATI</u>	<u>OHIO</u>	<u>45241</u>
City	State	Zip Code

Date AUGUST 12, 2021

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

Notary Public \_\_\_\_\_

*Christine M. Duhme*

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

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..

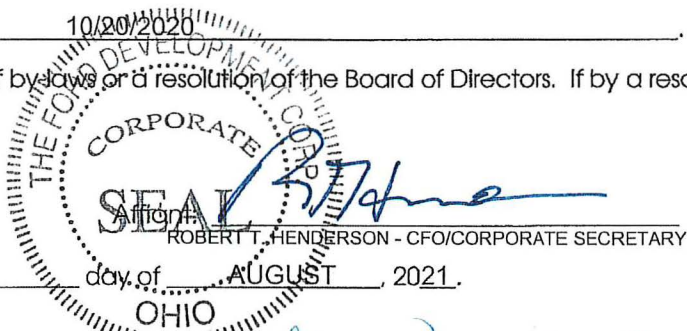
Affidavit further says that

(Officer's Name): ROBERT F. HENDERSON, (Title): PRESIDENT of the Corporation is duly authorized to sign the contract for the construction of the DILLONVALE SUBDIVISION CULVERT IMPROVEMENTS

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

10/20/2020

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



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

Notary Public: Christine M. Duhme

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

**SUBCONTRACTOR ACKNOWLEDGEMENT OF PAYMENT  
AND FINAL RELEASE OF LIEN**

For and in consideration of \_\_\_\_\_ the receipt and sufficiency of which is hereby acknowledged, the undersigned

\_\_\_\_\_  
(Name of Company)

does hereby waive, release and relinquish any and all claims, demands, and right of lien for all work, labor, material, machinery, and other goods, equipment, and services done, performed, and furnished in and for the improvement, repair and construction of **Dillonvale Subdivision Culvert Improvements**

It is further certified that affidavits of all subcontractors on this job are attached, and that certificates from all suppliers on the job are attached, other than material taken out of stock.

IN WITNESS WHEREOF, the undersigned has caused these presents to be duly executed this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Name of Company

By: \_\_\_\_\_

\_\_\_\_\_  
Title

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, \_\_\_\_\_  
**Being personally known to me, appeared before me and executed the foregoing Final Release of Lien and acknowledged such execution to be his free act and deed.**

\_\_\_\_\_  
NOTARY PUBLIC

NOTARY SEAL  
My Commission expires \_\_\_\_\_, 20\_\_.

**GUARANTEE**

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

The undersigned \_\_\_\_\_ having heretofore entered into a contract with the **SYCAMORE TOWNSHIP** dated \_\_\_\_\_ for the Improvement, Repair, and/or Construction of: **Dillonvale Subdivision Culvert Improvements** and in accordance with the terms of said contract do hereby guarantee that all labor and the materials furnished and work performed by us under said contract is in conformity with such plans and specifications and authorized alterations thereto and that such Improvement, Repair, and/or Construction installed pursuant to said contract is free from imperfect workmanship and materials, and we agree to repair at our own cost and expense all of the work covered under said contract and change orders which may prove to be defective for a period of one (1) year from the date hereof. Furthermore, we agree to repair at our sole cost, any work which may affect or disturb in making the repairs herein contemplated.

The Contractor does further warrant that he knows of no claim for or possible claim for damages or injuries relative to the above work, labor and material as against himself, his laborers, and employees or his subcontractors, their laborers and employees except

\_\_\_\_\_  
(if none write none)

It is understood and agreed that the **SYCAMORE TOWNSHIP** shall be the sole judge of any imperfections, and the within repairs done under their supervision

Guarantee Period Begins:

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Name of Company)

By: \_\_\_\_\_

Title: \_\_\_\_\_

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_, *being personally known to me, appeared before me and executed the foregoing guarantee and acknowledged such execution to be his free act and deed.*

\_\_\_\_\_  
NOTARY PUBLIC

NOTARY SEAL  
My Commission expires \_\_\_\_\_, 20\_\_\_\_\_.

**AFFIDAVIT OF INS REGULATORY COMPLIANCE**

STATE OF OHIO )  
 )SS:  
COUNTY OF HAMILTON )

The affiant being first duly sworn states that he or she is the PRESIDENT  
\_\_\_\_\_  
(Title)

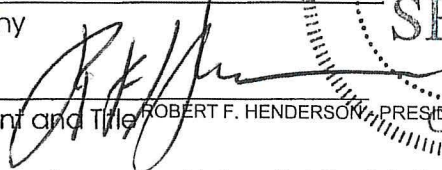
of FORD DEVELOPMENT CORP., and that he or she on behalf of FORD DEVELOPMENT CORP.  
hereby (Company Name) (Company  
Name)

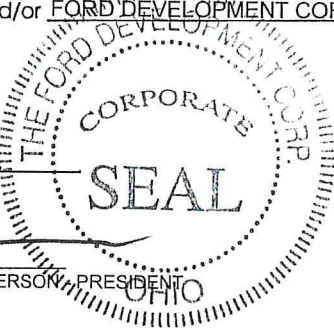
certifies that FORD DEVELOPMENT CORP. shall:  
(Company Name)

- A. Comply with all immigration laws, regulations, and requirements in the hiring of employees.
- B. Not hire, recruit, or refer for a fee an alien when it is known the alien is unauthorized for employment. Hiring means the actual commencement of employment of an employee for wages or other remuneration. Hiring also includes the use of contracts, subcontracts, or other exchange for service. This would include contracting for labor, and the use of "day" contracts.
- C. Not hire an individual without complying with the employment eligibility verification system as set forth in the Code of Federal Regulations at 8 CFR §274a.
- D. Not continue to employ an alien knowing that the alien is not authorized to work. Such knowledge can be actual knowledge or constructive knowledge. That is, knowledge that can be fairly inferred through notice of certain facts and circumstances which would lead the Subcontractor, through the exercise of reasonable care, to know about a certain condition.
- E. Maintain a compliance system with regard to employment eligibility verification.
- F. Comply with the anti-discrimination requirement contained the Unfair Immigration Related Employment Practices set forth in 8 USC 1324b.
- G. Acknowledge the right of Sycamore Township to inspect and verify compliance with the above.
- H. Acknowledge, in the event of failure to comply with any of the above, and in the event of failure within three business days after written notice to correct such failures, the right of Sycamore Township, and without prejudice to any other remedy the Township may have, to terminate this contract and finish the Work by whatever method the Township may deem expedient. If the cost of completion exceeds such unpaid balance, the affiant and/or FORD DEVELOPMENT CORP. shall pay the difference to Sycamore Township.  
(Company Name)

Further Affiant sayeth naught.

FORD DEVELOPMENT CORP.  
Company

By:   
Affiant and Title ROBERT F. HENDERSON, PRESIDENT



Sworn to before me, a Notary Public, this the 12th day of AUGUST, 2021.



Notary Public  
My commission Expires

May 10, 2023

Seal of Notary



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

A.D.A AFFIDAVIT  
OF CONTRACTOR OR SUB-CONTRACTOR

STATE OF OHIO )

COUNTY OF HAMILTON )SS:

I, ROBERT F. HENDERSON - PRESIDENT  
(Name of person signing affidavit) (Title)

OF THIS FORD DEVELOPMENT CORP. DO HEREBY  
(Name of Contractor or Subcontractor)

CERTIFY THAT DURING PERFORMANCE OF ALL WORK FOR SYCAMORE  
TOWNSHIP, OHIO IN CONNECTION WITH THE CONTRACT FOR  
DILLONVALE SUBDIVISION CULVERT IMPROVEMENTS  
(Name of Project)

THE FORD DEVELOPMENT CORP. HAS AND WILL FULLY  
(Name of Contractor or Subcontractor)

COMPLY WITH ALL APPLICABLE PROVISIONS OF THE AMERICANS WITH  
DISABILITIES ACT.

Signed:   
Signature of Officer to Agent  
ROBERT F. HENDERSON - PRESIDENT

Date: AUGUST 12, 2021



Sworn to and Subscribed In my presence this 12th day of AUGUST, 2021

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



EEO AFFIDAVIT

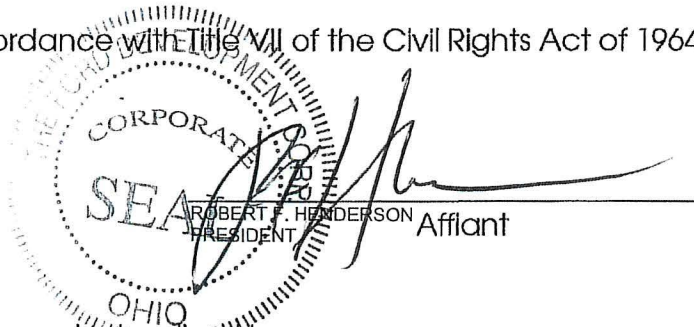
State of OHIO )  
 ) SS:  
County of HAMILTON )

I, ROBERT F. HENDERSON, being duly sworn hereby state that I am  
( Affiant )

PRESIDENT of FORD DEVELOPMENT CORP. and that said Company  
( Title ) ( Company )

pledges to provide equal opportunity to all employees or applicants for employment without regard to race, color, creed, national origin, sex, or age. Said pledge applies to all matters pertaining to employment including hiring, placement, upgrading, transfer, demotion, removal, recruitment, pay, training, and layoff.

This statement made in accordance with Title VII of the Civil Rights Act of 1964.

  
ROBERT F. HENDERSON Affiant  
PRESIDENT

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

Christine M. Duhme  
Notary Public

County of Butler, State of Ohio

My Commission Expires




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

**Illegal Immigrant Policy**

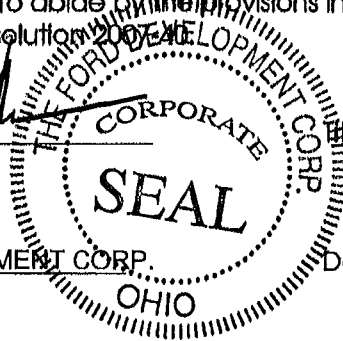
SECTION 1. "Illegal Immigrant" shall mean a person who has either entered the United States of America in violation of the immigration laws of this country or has legally entered the United States of America, but has overstayed their visa in order to live and work in this country in violation of the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

Signed by:  \_\_\_\_\_ Title: PRESIDENT

Firm: FORD DEVELOPMENT CORP. Date: 08/12/2021



**AFFIDAVIT OF CONTRACTOR OR SUBCONTRACTOR**  
**PREVAILING WAGES**

STATE OF OHIO \_\_\_\_\_ )

) SS:

COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, \_\_\_\_\_  
(Name of person signing Affidavit) (Title)

OF THE \_\_\_\_\_, DO  
HEREBY

(Name of Contractor of Subcontractor)

CERTIFY THAT THE WAGES TO BE PAID TO ALL EMPLOYEES FOR THE FULL  
NUMBER OF HOURS WORKED IN CONNECTION WITH THE CONTRACT FOR

\_\_\_\_\_  
(Description of Project)

DURING THE FOLLOWING PERIOD FROM \_\_\_\_\_ TO  
\_\_\_\_\_ IS IN ACCORDANCE WITH THE GENERAL  
PREVAILING WAGE SCALE AS PRESCRIBED BY THE CONTRACT DOCUMENTS.

I FURTHER CERTIFY THAT NO REBATES OR DEDUCTIONS FROM ANY WAGES  
DUE ANY PERSON HAVE BEEN DIRECTLY OR INDIRECTLY MADE OTHER THAN  
THOSE PROVIDED BY LAW.

\_\_\_\_\_  
(Signature of Officer or Agent)

SWORN TO AND UNSUBSCRIBED IN MY PRESENCE THIS \_\_\_\_\_ DAY OF  
\_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(Notary Public)

The above affidavit must be executed and sworn to by the officer  
or agent or the Contractor or Subcontractor who supervises the  
payment of employees, before Sycamore Township, Ohio will  
release the surety and/or make final payment due under the terms  
of the Contract.