

17

# CONTRACTOR'S STATEMENT OF FINANCIAL CONDITION OF

BRACKNEY INC.

Employer Identification Number(Federal Tax Number)

3 5 — 1 8 7 2 5 9 0

Condition at Close of Business

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	ASSETS	DETAIL		TOTALS
<b>Current Assets</b>				
1. Cash		\$ 2,612,351		
2. Notes Receivable Due Within One (1) Year		0		
3. Bid Deposits and Guarantees		0		
4. Accounts Receivable from Completed Construction Contracts		5,090		
5. Accounts Receivable from Incomplete Construction Contracts		3,686,869		
6. Costs of Incomplete Contracts in Excess of Related Billings				
7. Costs and Estimated Earnings in Excess of Billings on Incomplete Contracts		202,478		
8. Equipment Rentals and Other Accounts Receivable		364,800		
9. Materials in Stock Not Included in Items 4 and 5		1,200		
10. Stocks, Bonds and Other Securities		0		
11. Accrued Interest and Other Current Assets		77,621		
<b>Subtotal, Current Assets</b>			\$	6,950,409
12. Construction Equipment - Net Book Value				2,715,955
<b>Fixed and Other Assets</b>				
13. Other Plant and Equipment		6,728		
14. Real Estate		24,092		
15. Cash Surrender Value of Life Insurance Policies (Net of policy loans)		0		
16. Other Assets		35,000		
<b>Subtotal, Fixed and Other Assets</b>				65,820
<b>Total Assets</b>			\$	<u>9,732,184</u>
<b>LIABILITIES AND NET WORTH</b>				
<b>Current Liabilities</b>				
17. Notes Payable and Other Long-Term Liabilities (Due Within One (1) Year)		\$ 214,909		
18. Accounts Payable		281,294		
19. Billings on Incomplete Contracts in Excess of Related Costs		0		
20. Billings on Incomplete Contracts in Excess of Costs and Estimated Earnings		1,957,623		
21. Accrued Taxes and Other Liabilities (Due Within One (1) Year)		342,315		
<b>Subtotal, Current Liabilities</b>			\$	2,796,141
<b>Long-Term Liabilities</b>				
22. Notes Payable and Other Long-Term Liabilities (Balance After One (1) Year)		\$ 346,683		
23. Deferred Income Taxes (Non-Current Portion)		0		
<b>Subtotal, Long-Term Liabilities</b>			\$	346,683
<b>Net Worth</b>				
24. Individual or Partnership Capital		\$ 0		
25. Capital Stock		550,988		
26. Additional Paid-In Capital		0		
27. Retained Earnings		6,038,372		
28. Other		0		
29. Other		0		
<b>Subtotal, Net Worth</b>				6,589,360
<b>Total Liabilities and Net Worth</b>			\$	<u>9,732,184</u>
30. Contingent Liabilities			\$	<u>0</u>

**IMPORTANT: All items shown in the above FINANCIAL STATEMENT must be detailed in the schedules on subsequent pages. Do not change the descriptive title of any balance sheet item or supporting schedule. For item(s) not specifically listed, use the applicable schedule(s).**

NON-COLLUSION AFFIDAVIT OF BIDDER

ENGINEER'S PROJECT NO: 121077

(The BIDDER is required to execute and submit this Affidavit with its Bid, and this Affidavit must be properly executed and notarized.)

STATE OF OHIO )
COUNTY OF MADISON ) SS:

Project: Madison County Water System - Distribution System Part 2

I, Kevin Brackney of Brackney Inc being duly sworn, deposes and says that he/she is the PRESIDENT

(Sole Owner/Partner/President/Secretary/Other Title)

of Brackney Inc

(Name of BIDDER)

with its principal business located at 2145 STATE ROAD 1 BROOKVILLE, IN 47012 (Address)

1. On August 31, 2021, the BIDDER submitted to OWNER a Bid as set forth in the attached copy; that all statements of fact in such Bid are true; that such Bid was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that such bid is genuine and not collusive or a sham; that said BIDDER has not directly or indirectly, induced by agreement, communication or conference with anyone attempting to induce or solicit action prejudicial to the interest of the public body which is to award the contract, or of any other bidder or anyone else interested in the proposed contract; and further, that prior to the public opening and reading of the bids, said BIDDER

- (a) did not directly or indirectly, induce or solicit anyone else to submit a false or sham Bid;
(b) did not directly or indirectly, collude, conspire, connive or agree with anyone else that said BIDDER or anyone else would submit a false or sham bid, or that anyone should refrain from bidding or withdraw its Bid;
(c) did not, in any manner, directly or indirectly, seek by agreement, communication or conference with anyone to raise or fix the Bid price of said BIDDER or of anyone else, or to raise or fix any overhead, profit or cost element of its Bid price, or that of anyone else;
(d) did not, directly or indirectly, submit its Bid price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any individual or group of individuals, except to the awarding authority or to any person or persons who have a partnership of other financial interests with said BIDDER in its business; and
(e) did not include in its Bid price any fees, dues, charges, or assessments because required to do so by reason of its membership or in affiliation with any association, organization, corporation, partnership, company, individual or group of individuals, or because of any agreement or understanding with anyone that it would do so.

BIDDER: Brackney Inc

By: [Signature] (Authorized Signature)

Name: Kevin Brackney (Type or Print)

Title: President

(SEAL OF NOTARY HERE)

Sworn to before me and subscribed in my presence this 31 day of August 2021.

[Signature] Notary Public Signature My commission expires: July 5, 2024



DELINQUENT PERSONAL PROPERTY TAXES AFFIDAVIT

ENGINEER'S PROJECT NO: 121077

STATE OF INDIANA )

SS:

COUNTY OF FRANKLIN )

BIDDER/CONTRACTOR being duly cautioned and sworn states as follows:

1. That he/she is Kevin Brackney PRESIDENT (Title: sole owner, partner, officer,) of Brackney Inc (Name of BIDDER/CONTRACTOR), with its principal place of business at 2145 STATE ROAD 1 BROOKVILLE IN 47012

2. A. That Brackney Inc (Name of BIDDER/CONTRACTOR) hereby affirms under oath, pursuant to the Ohio Revised Code Section 5119.042, that the time the Bid was submitted, the BIDDER/CONTRACTOR is not presently charged with any delinquent personal property taxes on the General Tax List of Personal Property of any county in which the project OWNER has property in the taxing district. This taxing district includes property within the following counties:

- O R -

B. That (Name of BIDDER/CONTRACTOR) is charged with delinquent personal property tax on the General Tax List of Personal Property of any county in which this taxing district has property. This taxing district includes property within the following counties:

and the amount of delinquent personal property tax due and unpaid penalty and interest is:

\$ 0.00

BIDDER/CONTRACTOR: BRACKNEY INC

By: [Signature]

(Authorized Signature & Title)

Name: Kevin Brackney

(Type or Print)

(SEAL OF NOTARY HERE)

Sworn to before me and subscribed in my presence this

31 day of August 2021.

[Signature] Notary Public Signature

My commission expires: JULY 5, 2024

INSTRUCTIONS: Note to Fiscal Officer: If any personal property taxes are delinquent, you must send a copy of this statement to the County Treasurer within 30 days of the date it is submitted.

**BID GUARANTY, CONTRACT AND PERFORMANCE BOND**

**KNOW ALL MEN BY THESE PRESENTS**, that we, the undersigned Brackney, Inc., 2145 State Road 1, Brookville, IN 47012

as Principal (BIDDER/CONTRACTOR) and Fidelity & Deposit Company

of Maryland as Sureties, are hereby held and firmly bound unto Madison County Commissioners, OWNER, as obligee, in the penal sum of the dollar amount of the Bid submitted by the Principal (BIDDER/CONTRACTOR) to the OWNER, as obligee, on August 31, 2021 (insert date) to undertake the project known as Madison Co. Water System-Distribution System Part 2 (the "Project"). The penal sum referred to herein shall be the dollar amount of the Principal (BIDDER/CONTRACTOR)'s Bid to the OWNER, incorporating any additive or deductive alternate Bids made by the Principal (BIDDER/CONTRACTOR) on the date referred to above to the OWNER, which are accepted by the OWNER. In no case shall the penal sum exceed the amount of \_\_\_\_\_ dollars. (If the foregoing blank is not 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.

Signed this 31st day of August 2021. THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named Principal (BIDDER/CONTRACTOR) has submitted a bid for Madison Co. Water System - Distribution System Part 2.

NOW, THEREFORE, if the OWNER accepts the Bid of the Principal (BIDDER/CONTRACTOR) and the Principal (BIDDER/CONTRACTOR) 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 (BIDDER/CONTRACTOR) pays to the OWNER the difference not to exceed ten (10) percent of the penalty hereof between the amount specified in the Bid and such larger amount for which the OWNER may in good faith contract with the next lowest Bidder to perform the Work covered by the Bid; or in the event the OWNER does not award the Contract to the next lowest Bidder and resubmits the Project for bidding, the Principal (BIDDER/CONTRACTOR) pays to the OWNER the difference not to exceed ten (10) 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 OWNER accepts the bid of the Principal (BIDDER/CONTRACTOR) and the Principal (BIDDER/CONTRACTOR) within ten (10) 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 Brackney, Inc. Principal (BIDDER/CONTRACTOR) shall well and faithfully do and perform each and every term and condition of the Contract, indemnify the OWNER against any and all damages suffered by failure to perform such Contract according to the provisions thereof and in accordance with the Plans, details, Specifications, and bills of material therefor; 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 and after one year from the Date of Final Completion; 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 OWNER as 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 way affect the obligations of said Surety on its Bond and it does hereby waives notice of any such modifications, omissions, or additions to the terms of the Contract, Work, Plans or Specifications.

**IN WITNESS WHEREOF**, this instrument is executed in 1 (number) counterparts, each one of which shall be deemed an original, this the 31st day of August 2021.

**Principal (BIDDER/CONTRACTOR):** Brackney, Inc.

By: [Signature]  
Name: KEVIN BRACKNEY  
Title: PRESIDENT

Christa M. Wilson V. P.  
Witness as to Principal/BIDDER/CONTRACTOR



SURETY: Fidelity & Deposit Company of Maryland

Attest:  
(SEAL)

Jenny Bruss  
Witness as to Surety

By: Stephanie McGuillen  
Attorney-in-Fact

SURETY COMPANY ADDRESS:

1299 Zurich Way  
Street  
Schaumburg IL 60196  
City State Zip  
317-816-4882  
Telephone

SURETY AGENT'S ADDRESS:

Huntington Insurance Inc.  
Agency Name  
519 Madison Avenue  
Street  
Toledo OH 43604  
City State Zip  
419-720-7711  
Telephone

INSTRUCTIONS:

**(Ohio Revised Code Section 153.57.1 (combination form) to be used when BIDDER selects 153.54A1-Bid Bond)**

Date of Bond must not be prior to date of Contract. (If PRINCIPAL is Partnership, all partners shall execute Bond.)

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and must not exceed the underwriting limitation.

Surety companies must be authorized to transact business in the state of Ohio and shall furnish proof of such authorization with the Bid.

ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Cynthia A. HIDAY, Shanna GRIZZLE, Michele JAMES, of Indianapolis, Indiana and Vicki L. DIELMAN, Kimberly A. Nagel, Stephanie MCQUILLEN of Toledo, OHIO**, its true and lawful agents and Attorney-in-Facts, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 22nd day of October, A.D. 2018.



ATTEST:  
ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: *Robert D. Murray*  
Vice President

By: *Dawn E. Brown*  
Secretary

State of Maryland  
County of Baltimore

On this 22nd day of October, A.D. 2018, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public  
My Commission Expires: July 9, 2019



Z/A

**EXTRACT FROM BY-LAWS OF THE COMPANIES**

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

**CERTIFICATE**

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 31st day of August, 2021.



*Michael C. Fay*

Michael C. Fay, Vice President

**TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:**

Zurich Surety Claims  
1299 Zurich Way  
Schaumburg, IL 60196-1056  
[www.reportsfclaims@zurichna.com](mailto:www.reportsfclaims@zurichna.com)  
800-626-4577



August 31, 2021

Madison County Board of Commissioners  
1 N. Main Street  
London, OH 43140

**Re:** Brackney, Inc. 2145 State Road 1, Brookville, IN 47012  
Madison County Water System – Distribution System Part 2

Zurich American Insurance Company and/or its subsidiary, Fidelity and Deposit Company of Maryland, have provided surety credit to Brackney, Inc. for single projects of \$15,000,000 and an aggregate uncompleted backlog of \$25,000,000. Zurich/F&D is rated "A" (Excellent) with a financial size category of **XV** (\$2 billion +) by AM Best and has a US Treasury Limit exceeding \$300 million.

If Brackney, Inc. is awarded a contract for the referenced project and requests that we provide the necessary Performance and/or Payment Bonds, we will be prepared to execute the bonds subject to our acceptable review of the contract terms and conditions, bond forms, appropriate contract funding and any other underwriting considerations at the time of the request.

Our consideration and issuance of bonds is a matter solely between Brackney, Inc. and ourselves, and we assume no liability to third parties or to you by the issuance of this letter.

We trust that this information meets with your satisfaction. If there are further questions, please feel free to contact me.

Sincerely

Zurich American Insurance Company  
Fidelity and Deposit Company of Maryland

Stephanie McQuillen

Attorney-In-Fact

1-800-876  
Zurich North America Surety

9229 Delegates Row, Suite 300  
Indianapolis, IN 46240

<http://www.zurich.com>

Direct Phone 1-800-876-2616  
317-816-4882

Direct Fax 317-816-4899



# THE FIDELITY AND DEPOSIT COMPANY

OF MARYLAND  
1299 Zurich Way Schaumburg, IL 60196

## Statement of Financial Condition As Of December 31, 2020

### ASSETS

Bonds.....	\$ 262,624,334
Stocks .....	19,715,392
Cash and Short-Term Investments .....	3,219,781
Reinsurance Recoverable .....	17,293,466
Federal Income Tax Recoverable.....	114,253
Other Accounts Receivable.....	29,083,530
<b>TOTAL ADMITTED ASSETS.....</b>	<b>\$ 332,050,756</b>

### LIABILITIES, SURPLUS AND OTHER FUNDS

Reserve for Taxes and Expenses .....	\$ 539,588
Ceded Reinsurance Premiums Payable .....	43,847,005
Remittances and Items Unallocated .....	0
Payable to parents, subs and affiliates .....	0
Securities Lending Collateral Liability.....	0
<b>TOTAL LIABILITIES .....</b>	<b>\$ 44,413,593</b>
Capital Stock, Paid Up .....	\$ 5,000,000
Surplus.....	282,637,163
Surplus as regards Policyholders.....	287,637,163
<b>TOTAL .....</b>	<b>\$ 332,050,756</b>

Securities carried at \$165,065,329 in the above statement are deposited with various states as required by law.

Securities carried on the basis prescribed by the National Association of Insurance Commissioners. On the basis of market quotations for all bonds and stocks owned, the Company's total admitted assets at December 31, 2020 would be \$346,439,970 and surplus as regards policyholders \$302,026,377.

I, LAURA J. LAZARCZYK, Corporate Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company on the 31st day of December, 2020.

DocuSigned by:  
  
 42DF6DB47437480... Corporate Secretary

State of Illinois }  
City of Schaumburg } SS:

Subscribed and sworn to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg, this 15<sup>th</sup> day of March, 2021.



  
 Notary Public

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 03/17/2021

Effective 04/02/2021

Expires 04/01/2022

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

**FIDELITY AND DEPOSIT COMPANY OF MARYLAND, THE**

of Illinois 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)**

- Allied Lines
- Boiler & Machinery
- Burglary & Theft
- Commercial Auto - Liability
- Commercial Auto - No Fault
- Commercial Auto - Physical Damage
- Credit
- Earthquake
- Fidelity
- Financial Guaranty
- Fire
- Glass
- Inland Marine
- Multiple Peril - Commercial
- Multiple Peril - Homeowners
- Other Liability
- Surety

Workers Compensation

FIDELITY AND DEPOSIT COMPANY OF MARYLAND, THE certified in its annual statement to this Department as of December 31, 2020 that it has admitted assets in the amount of \$332,050,756, liabilities in the amount of \$44,413,593, and surplus of at least \$287,637,163.

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

*Judith L. French*

Judith French, Director





**AFFIDAVIT IN COMPLIANCE WITH SECTION 3517.13 (H.B.694)  
OF THE OHIO REVISED CODE**

STATE OF Ohio

COUNTY OF Madison

SS:

Personally appeared before me the undersigned, as an individual or as a representative of

BRACKNEY INC  
(Name of Entity)

for a contract for UNDERGROUND UTILITIES  
(Type of Product or Service)

to be let by the **Madison County Commissioners**, who, being duly cautioned and sworn, makes the following statement with respect to prohibited activities constituting a conflict of interest or other violations under Ohio Revised Code Section 3517.13, and further states that the undersigned has the authority to make the following representation on behalf of himself or herself or of the business entity:

1. That none of the following has **individually** made after April 4, 2007, and that, if awarded a contract for the purchase of goods or services with a cost aggregating more than \$10,000 in a calendar year, none of the following **individually** will make, beginning on the date the contract is awarded and extending until one year following the conclusion of the contract, as an individual, one or more campaign contributions totaling in excess of \$1,000, to the Village of Commercial Point or his/her individual campaign committees:

- a. myself (if applicable);
- b. any partner or owner or shareholder of the partnership (if applicable);
- c. any owner of more than 20% of the corporation or business trust (if applicable);
- d. each spouse of any person identified in (a) through (c) of this section;
- e. each child seven years of age to seventeen years of age of any person identified in divisions (a) through (c) of this section (only applicable to contributions made on or after January 1, 2007).

2. That none of the following have **collectively** made after April 4, 2007, and that, if awarded a contract for the purchase of goods or services with a cost aggregating more than \$10,000 in a calendar year, none of the following **collectively** will make, beginning on the date the contract is awarded and extending until one year following the conclusion of the contract, one or more campaign contributions totaling in excess of \$2,000, to the Village of Commercial Point or his/her individual campaign committees:

- a. myself (if applicable);
- b. any partner or owner or shareholder of the partnership (if applicable);
- c. any owner of more than 20% of the corporation or business trust (if applicable);
- d. each spouse of any person identified in (a) through (c) of this section;
- e. each child seven years of age to seventeen years of age of any person identified in divisions (a) through (c) of this section.
- f. any political action committee affiliated with any person identified in divisions (a) through (c) of this section.

Signature [Handwritten Signature]

Title: PRESIDENT

Sworn to before me and subscribed in my presence this 31 day of August 2021.

Notary Public [Handwritten Signature]  
My Commission Expires: JULY 5, 2024

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\*\*\*\*\* FOR INSTRUCTIONAL USE ONLY \*\*\*\*\*

### READ BEFORE COMPLETING YOUR DMA FORM

Forms not conforming to the specifications listed below or not submitted to the appropriate agency or office will not be processed.

- To complete this form, you will need a copy of the Terrorist Exclusion List for reference. The Terrorist Exclusion List can be found on the Ohio Homeland Security Web site at the following address:

<http://www.homelandsecurity.ohio.gov/dma/dma.asp>

- Be sure you have the correct DMA form. If you are applying for a state issued license, permit, certification or registration, the "State Issued License" DMA form must be completed (HLS 0036). If you are applying for employment with a government entity, the "Public Employment" DMA form must be completed (HLS 0037). If you are obtaining a contract to conduct business with or receive funding from a government entity, the "Government Business and Funding Contracts" DMA form must be completed (HLS 0038).
- Your DMA form is to be submitted to the issuing agency or entity. "Issuing agency or entity" means the government agency or office that has requested the form from you or the government agency or office to which you are applying for a license, employment or a business contract. For example, if you are seeking a business contract with the Ohio Department of Commerce's Division of Financial Institutions, then the form needs to be submitted to the Department of Commerce's Division of Financial Institutions. Do NOT send the form to the Ohio Department of Public Safety UNLESS you are seeking a license from or employment or business contract with one of its eight divisions listed below.

- Department of Public Safety Divisions:

- |                                  |                                |
|----------------------------------|--------------------------------|
| Administration                   | Ohio Homeland Security*        |
| Ohio Bureau of Motor Vehicles    | Ohio Investigative Unit        |
| Ohio Emergency Management Agency | Ohio Criminal Justice Services |
| Ohio Emergency Medical Services  | Ohio State Highway Patrol      |

- \* DO NOT SEND THE FORM TO OHIO HOMELAND SECURITY UNLESS OTHERWISE DIRECTED. FORMS SENT TO THE WRONG AGENCY OR ENTITY WILL NOT BE PROCESSED.

\*\*\*\*\* FOR INSTRUCTIONAL USE ONLY \*\*\*\*\*





**GOVERNMENT BUSINESS AND FUNDING CONTRACTS**  
 In accordance with section 2909.33 of the Ohio Revised Code

**DECLARATION REGARDING MATERIAL ASSISTANCE/NONASSISTANCE TO A TERRORIST ORGANIZATION**

This form serves as a declaration by an applicant for a government contract or funding of material assistance/nonassistance to an organization on the U.S. Department of State Terrorist Exclusion List ("TEL"). Please see the Ohio Homeland Security Division Web site for a copy of the TEL.

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. Failure to disclose the provision of material assistance to such an organization or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree.

For the purposes of this declaration, "material support or resources" means currency, payment instruments, other financial securities, funds, transfer of funds, financial services, communications, lodging, training, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

**COMPLETE THIS SECTION ONLY IF YOU ARE AN INDEPENDENT CONTRACTOR**

LAST NAME		FIRST NAME		MI
HOME ADDRESS				
CITY	STATE	ZIP	COUNTY	
HOME PHONE		WORK PHONE		

**COMPLETE THIS SECTION ONLY IF YOU ARE A COMPANY, BUSINESS OR ORGANIZATION**

BUSINESS/ORGANIZATION NAME			PHONE	
BUSINESS ADDRESS				
CITY	STATE	ZIP	COUNTY	
BUSINESS/ORGANIZATION REPRESENTATIVE NAME			TITLE	

**DECLARATION**

In accordance with section 2909.32 (A)(2)(b) of the Ohio Revised Code

For each question, indicate either "yes," or "no" in the space provided. Responses must be truthful to the best of your knowledge.

- Are you a member of an organization on the U.S. Department of State Terrorist Exclusion List?  Yes  No
- Have you used any position of prominence you have with any country to persuade others to support an organization on the U.S. Department of State Terrorist Exclusion List?  Yes  No
- 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

If an applicant is prohibited from receiving a government contract or funding due to a positive indication on this form, the applicant may request the Ohio Department of Public Safety to review the prohibition. Please see the Ohio Homeland Security Web site for information on how to file a request for review.

**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 referenced above on of this declaration.

APPLICANT SIGNATURE X	DATE 8-31-2021
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### Contractor Equal Employment Opportunity Certification

During the performance of this contract, the undersigned agrees as follows:

1. The undersigned will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The undersigned will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion or national origin. Such action shall include, but not be 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 undersigned agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this equal opportunity (federally assisted construction) clause.
2. The undersigned will, in all solicitations or advertisements for employees placed by or on behalf of the undersigned, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
3. The undersigned will send to each labor union or representative of workers, with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the undersigned's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The undersigned will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The undersigned will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and relevant orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency of the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the undersigned's non-compliance with the equal opportunity (federally assisted construction) clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part, and the undersigned may be declared ineligible for further Government contracts of federally assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No 11246 of September 24, 1965, or by rules, regulations, or order of the Secretary of Labor, or as provided by law.
7. The undersigned will include this equal opportunity (federally assisted construction) clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No 11246 of September 24, 1965, so that such provision will be binding upon each subcontract or vendor. The undersigned will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for non compliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor, as a result of such direction by the administering agency the undersigned may request the United States to enter into such litigation to protect the interest of the United States.



(Signature)

Kevin Brackway

(Name and Title of Signer, Please type)

Brackway Inc

(Firm Name)

8-31-2021

(Date)



**Certification Regarding Debarment, Suspension, and Other Responsibility Matters  
INSTRUCTIONS**

Under Executive Order 12549 an individual or organization debarred or excluded from participation in Federal assistance or benefit programs may not receive any assistance award under a Federal program or a subagreement thereunder for \$25,000 or more.

Accordingly, each prospective recipient of an EPA grant, loan, or cooperative agreement and any contract or subagreement participant thereunder must complete the attached certification provide an explanation why they cannot. For further details, see the regulation 40 CFR 32.510, Participants' responsibilities.

Go to [www.epls.gov](http://www.epls.gov) to access the Excluded Parties List System (EPLS). The EPLS includes information regarding entities debarred, suspended, proposed for debarment, excluded or disqualified under the nonprocurement common rule, or otherwise declared ineligible from receiving Federal contracts, certain subcontracts, and certain Federal assistance and benefits. This information may include names, addresses, DUNS numbers, Social Security Numbers, Employer Identification Numbers or other Taxpayer Identification Numbers, if available and deemed appropriate and permissible to publish by the agency taking the action.

**Where To Submit**

The prospective EPA grant, loan, or cooperative agreement recipient must return the signed certification or explanation with its application to Ohio EPA.

A prospective prime contractor must submit a complete certification or explanation to the individual or organization awarding the contract.

Each prospective subcontractor must submit a complete certification or explanation to the prime contractor for the project.

Applicants may reproduce these materials as needed and provide them to their prospective prime contractor, who, in turn, may reproduce and provide them to prospective subcontractors.

Additional copies / assistance may be requested from:

Ohio EPA  
Division of Environmental and Financial Assistance  
P.O. Box 1049  
Columbus, Ohio 43216-1049  
(614) 644-2798  
[www.epa.state.oh.us/defa/](http://www.epa.state.oh.us/defa/)

### Certification Regarding Debarment, Suspension, and Other Responsibility Matters

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification;
- (d) Have not within a three year period preceding this application / proposal had one or more public transactions (Federal, State, or local) terminated for cause or default; and
- (e) Will not utilize a subcontractor or supplier who is unable to certify (a) through (d) above.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Kevin Brackley      PRESIDENT

Type Name & Title of Authorized Representative



Signature of Authorized Representative

8-31-2021

Date

I am unable to certify to the above statements. My explanation is attached.



**Disadvantaged Business Enterprise (DBE) Program  
DBE Subcontractor Performance Form**

This form is intended to capture the DBE<sup>1</sup> subcontractor's<sup>2</sup> description of work to be performed and the price of the work submitted to the prime contractor. An EPA Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractors bid or proposal package.

Subcontractor Name <i>SALLIE'S WHOLESALE CONSTRUCTION SUPPLY</i>		Project Name <i>MADISON - COUNTY WATER SYSTEM DISTRIBUTION PART 2</i>	
Bid/ Proposal No. <i>001</i>	Assistance Agreement ID No. (if known)	Point of Contact <i>SALLIE J. SYLVESTER</i>	
Address <i>154 ORANGE STREET MANFIELD, OHIO 44902</i>			
Telephone No. <i>419-524-7973</i>		Email Address <i>SALLIE S@SALLIESWHOLESALE.COM</i>	
Prime Contractor Name <i>BRACKNEY INC</i>		Issuing/Funding Entity: <i>WPCLE</i>	

Contract Item Number	Description of Work Submitted to the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
<i>002</i>	<i>PROVIDE WATERLINE SUPPLY</i>	<i>\$ 90,000.<sup>00</sup></i>

DBE Certified By: <input type="radio"/> DOT <input type="radio"/> SBA <input checked="" type="radio"/> Other: <i>MBE/DBE/WBE EDGE</i>	Meets/ exceeds EPA certification standards? <input checked="" type="radio"/> YES <input type="radio"/> NO <input type="radio"/> Unknown
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<sup>1</sup> A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

<sup>2</sup> Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

This form is completed after the work by the subcontractor is done, and is NOT submitted with the bid package to Ohio EPA.

**Reporting During Construction – Form 5700-52A**

The purpose of MBE/WBE reporting is to monitor the grant recipient’s accomplishments in utilizing MBEs and WBEs; and adherence to the good faith efforts (i.e., outreach to MBEs, WBEs, and other DBEs); and progress in achieving MBE and WBE Goals. During the progress of the construction project, the loan recipient must complete & submit Form 5700-52A annually (**within 15 days after October 1<sup>st</sup>**). If there were no MBEs or WBEs utilized, or no procurement expenditures of any kind were made during the reporting period, a “negative report” is still required.

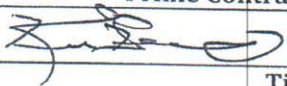
Reports are to be sent to:

Becky McKinney Ohio EPA – DEFA  
P.O. Box 1049  
Columbus, OH 43216-1049  
E-mail address: Rebecca.McKinney@epa.ohio.gov  
Phone: (614) 644-3636  
Fax: (614) 644-3687



Disadvantaged Business Enterprise (DBE) Program  
DBE Subcontractor Performance Form

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
	KEVIN BRACKNEY
Title	Date
PRESIDENT	8-31-2021

Subcontractor Signature	Print Name
Sallie J. Sylvester	Sallie J. Sylvester
Title	Date
President/ CEO	8/30/2021

### Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Utilization Form

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE<sup>1</sup> subcontractors<sup>2</sup> and the estimated dollar amount of each subcontract. An EPA Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

Prime Contractor Name <b>BRACKNEY INC</b>		Project Name <b>MADISON COUNTY WATER SYSTEM DISTRIBUTION PART 2</b>	
Bid/ Proposal No. <b>002</b>	Assistance Agreement ID No. (if known)	Point of Contact	
Address <b>2145 STATE ROAD 9 BROOKVILLE INDIANA 47012</b>			
Telephone No. <b>765-647-6551</b>	Email Address <b>Kbrackney@brackneyinc.com</b>		
Issuing/Funding Entity: <b>WPCLF/WSRA</b>			

I have identified potential DBE certified subcontractors	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
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If yes, please complete the table below. If no, please explain:

Subcontractor Name/ Company Name	Company Address/ Phone/ Email	Est. Dollar Amt.	Currently DBE Certified?
PRECISE BORIN OF OHIO	4213 WESTFALL ROAD LANCASTER OH 43130 740 652 9241 JBoyl73@vaahodi.com	\$150,000	No
CAPITOL TUNNELING	2216 REFUGEE RD. Columbus OH 43207 614-444-0255 MJUTTE@CAPITOLTUNNELING.COM	\$300,000.00	No
Sallie's Wholesale Supply	154 ORANGE STREET MASSFIELD OH 44901 419-524-7973 SALLIE_S@SALLIE9WHOLESALE.COM	\$90,000.00	YES
Continue on back if needed			


<sup>1</sup> A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

<sup>2</sup> Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.



Disadvantaged Business Enterprise (DBE) Program  
DBE Subcontractor Utilization Form

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
	KEVIN BRACKNEY
Title	Date
PRESIDENT	8-31-2021

**AMERICAN IRON AND STEEL ACKNOWLEDGEMENT**

MADISON COUNTY WATER System  
DISTRIBUTION PART 2

The Contractor acknowledges to and for the benefit of the City of DISTRIBUTION PART 2 ("Purchaser") and the State of Ohio (the "State") that it understands the goods and services under this Agreement are being funded with monies made available by the Clean Water State Revolving Fund and/or Drinking Water State Revolving Fund that have statutory requirements commonly known as "American Iron and Steel;" that requires all of the iron and steel products used in the project to be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Purchaser or the State. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

[Signature] \_\_\_\_\_ Date 8-31-2021  
Signature \_\_\_\_\_ Date  
Kevin Brackney PRESIDENT  
Name and Title of Authorized Signatory, Please Print or Type  
BRACKNEY IPC  
Bidder's Firm

Check here if the WPCLF or WSRLA applicant will be requesting an individual waiver for non-American made iron and steel products. Please note that the waiver box does not need to be marked for nationwide waivers.