



**IBI GROUP**  
 8101 North High Street, Suite 100  
 Columbus OH 43235 USA  
 tel 614 818 4900 fax 614 818 4901  
 ibigroup.com

**MADISON COUNTY WATER SYSTEM  
 DISTRIBUTION PART 2**

**ADDENDUM #2  
 AUGUST 25, 2021**

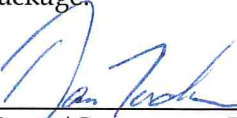
This addendum covers modifications to the Documents and shall become a part of the Documents for this project.

The following are clarifications and/or revisions to the original specifications and plans:

1. Plan Sheet 5 (Details 2) Cellular Grout will be accepted as a substitute in place of pea gravel for Jack & Bore items.
2. Specification 33 26 69 Directional Bore of Mains
  - a. Ductile Iron pipe will be accepted as an equal for directional drilled areas, as long as it is DIP PC 350 with restrained joints suitable for HDD.

If you have any questions regarding this addendum, please address in writing to IBI Group, in care of Kevin Wood, P.E. ([kevin.wood@ibigroup.com](mailto:kevin.wood@ibigroup.com)) or Maria Borchers ([maria.borchers@ibigroup.com](mailto:maria.borchers@ibigroup.com)).

Each contractor submitting a bid shall sign and date this addendum and include it with the bid package.

	Miller Pipeline, LLC	8/24/21
Name/Company	Dave Tucker	Date

MADISON COUNTY WATER SYSTEM - DISTRIBUTION PART II  
PROPOSED EQUIPMENT

Only the manufacturers named below in section 2 shall be used in determining the bid. When more than one name is listed, the contractor shall circle the name of the manufacturer used in its bid. Circling more than one of the named manufacturers for any item, or not circling any names at all, shall give cause to the Engineer to select the equipment for that item.

So that the County may encourage fair and open competition, the contractor may propose alternative materials for the pipe or restraints as shown below. If the bidder wishes to base their bid on one of these alternatives, they shall circle that option and the bid form shall reflect the bid price for that option. The Bidder understands that the Owner has the sole discretion to accept or reject any alternative. The Engineer may require detailed information on any proposed alternatives, including shop drawings, prior to making a decision. If a substitution requires modifications or deviations to the Plans, the Bidder agrees to prepare and submit detailed drawings to the Engineer showing all modifications in structures, piping, electrical and mechanical work required to adapt the plans to the proposed equipment for Engineer's approval.

<u>Location or Item</u>	<u>Equipment</u>
1) Specification 33 11 13 - Watermains:	A. Ductile Iron Class 350 B. Fusible C900 PVC
2) Specification 33 11 13 - Restraints:	A. Ductile Iron Pressure Class 350 (Ford UFR-1405-DA-12-RB-I & Ford UFR-1405-DA-16-RB-I)



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**MADISON COUNTY WATER SYSTEM  
 DISTRIBUTION PART 2**

**ADDENDUM #1  
 AUGUST 20, 2021**

This addendum covers modifications to the Documents and shall become a part of the Documents for this project.

The following documents have been added to the specifications and/or revised for the aforementioned project:

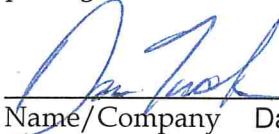
1. 00 43 33 Proposed Equipment List
  - a. Alternate materials: Ductile Iron Class 350 & Fusible PVC C900
2. Approved ODOT Permit
3. Davis-Bacon Federal Ware Rates

The following are clarifications and/or revisions to the original specifications and plans:

1. The Bidders shall provide copies of pipe and fittings or steel material quotes signed by the supplier utilized for the preparation of their bid. A change order will be issued at the time of Contract Award for demonstrated increases or decreases in material cost. The Bidder is fully responsible for proposing manufacturers, which conform to the project requirements as set forth in the Contract Documents. Should the Bidder not provide copies of the material quotes with their bid, they will automatically waive their right to receive a contract adjustment for changes in material costs at the time of Contract Award.

If you have any questions regarding this addendum, please address in writing to IBI Group, in care of Kevin Wood, P.E. ([kevin.wood@ibigroup.com](mailto:kevin.wood@ibigroup.com)) or Maria Borchers ([maria.borchers@ibigroup.com](mailto:maria.borchers@ibigroup.com)).

Each contractor submitting a bid shall sign and date this addendum and include it with the bid package.

	Miller Pipeline, LLC	8/24/21
Name/Company	Dave Tucker	Date

**BID SCHEDULE FORM  
STIPULATED PRICE-LUMP SUM AND UNIT PRICE**

DATE OF ISSUANCE: \_\_\_\_\_

ENGINEER'S PROJECT NO: 121077

Proposal of Miller Pipeline, LLC ("BIDDER"), organized and existing under the laws of the State of Indiana doing business as A Corporation \*.

To the MADISON COUNTY COMMISSIONERS ("OWNER"), located at 1 N MAIN STREET, LONDON, OHIO 43140.

In compliance with your Invitation to Bids, BIDDER hereby proposes to perform all WORK for the construction of Project known as MADISON COUNTY WATER SYSTEM – DISTRIBUTION SYSTEM PART 2 in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices set forth on this Bid Schedule Form.

BIDDER submits this Bid Security, Qualifications and Resources of Bidder and Experience Statement of Bidder. By submission of this BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to its 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 the Non-Collusion Affidavit is attached. BIDDER CONTRACTOR also submits the Delinquent Personal Property Tax Affidavit.

BIDDER hereby agrees to commence WORK under this Contract on or before a date to be specified in the NOTICE TO PROCEED, be **Substantially Complete within 365 consecutive calendar days** after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions to the Contract and to **fully complete the PROJECT within 395 consecutive calendar days** after the date the Contract Time commences to run. BIDDER further agrees to pay as liquidated damages, the sum of \$900.00 per day for each consecutive calendar day as provided in Article 4.03 of the Contract between Owner and Contractor.

BIDDER acknowledges receipt of the following ADDENDA

Addendum No: 1 Date: 8/20/21

Addendum No: 2 Date: 8/25/21

Addendum No: \_\_\_\_\_ Date: \_\_\_\_\_

BIDDER agrees to perform all the Work for the Bid and Alternates as described in the CONTRACT DOCUMENTS for the following lump sum prices:

\* Insert "a corporation", "a partnership", or "an individual" as applicable.



**BID SCHEDULE FORM  
MADISON COUNTY WATER SYSTEM – DISTRIBUTION SYSTEM PART 2**

DATE OF ISSUANCE: \_\_\_\_\_

ENGINEER'S PROJECT NO: 121077

**BIDDER agrees to perform all Work described in the Contract Documents for the following Bid and Alternates on a lump sum and unit price basis. OWNER is exempt from Ohio State sales tax. BIDS shall include all other applicable taxes and fees. Liquidated Damages are provided in the Contract in Article 4.03.**

ITEM	DESCRIPTION	QTY.	UNIT	UNIT COSTS			TOTAL COST OF ITEM
				LABOR	MATERIALS	TOTAL	
1	Mobilization	LS	1				
2	Maintenance of Traffic	LS	1	All Bid Items have been typed into Bid Express			
3	Soil Erosion Control	LS	1				
4	16" PVC Main Water Line	LF	6,850				
5	12" PVC Main Water Line	LF	11,218				
6	Locator Tape and Wire	LF	18,068				
7	Gravel Drive – Removed and Replaced	CY	20				
8	Asphalt Drive - Remove and Replace	CY	30				
9	Seeding/mulching	SY	21,000				
10	12" Directional Drill	LF	30				
11	12" Jack and Bore	LF	191				
12	Highway crossing (I-70)	LF	420				
13	16" Directional Drill	LF	568				
14	16" Jack and Bore	LF	1,164				
15	Air Release Valves, Complete	EA	9				
16	Hydrant w/ Watch Valve & 5' of 6" Pipe	EA	20				
17	3/4" Service Connection	EA	20				
18	3/4" Service Line - Open Cut	LF	312				
19	3/4" Service Line - Bore	LF	1,230				
20	1" Service Connection	EA	3				
21	1" Service Line -Open Cut	LF	15				
22	1" Service Line - Bore	LF	155				
23	1.5" Service Connection	EA	6				
24	1.5" Service Line -Open Cut	LF	35				
25	1.5" Service Line - Bore	LF	580				
26	2" Service Connection	EA	1				
27	2" Service Line - Bore	LF	90				
28	3" Service Connection	EA	3				
29	3" Service Line -Open Cut	LF	40				
30	3" Service Line - Bore	LF	80				
31	Meter Reading software	LS	1				
32	12" Gate Valves	EA	9				
33	16" Gate/Butterfly Valves	EA	14				
34	12" 90 degree Bends	EA	3				
35	12" 45 Degree Bends	EA	24				
36	16" 90 Degree Bends	EA	4				
37	16" 45 Degree Bends	EA	3				

38	12' Stub with Valve and Cap Assembly	EA	3					
39	Clearing and Grubbing	LS	1					
<b>TOTAL</b>								
<b>TOTAL WRITTEN IN WORDS:</b>								

The contractor may bid on either individual and/or both water distribution parts. If he elects to bid on both parts, the contractor shall completely fill out bid schedules and all required bidding documents for each part as well as the following summary table:

<b>MADISON COUNTY WATER SYSTEM – DISTRIBUTION SYSTEM PART 1 TOTAL</b>	<b>\$3,932,795.00</b>
<b>MADISON COUNTY WATER SYSTEM – DISTRIBUTION SYSTEM PART 2 TOTAL</b>	<b>\$4,137,598.00</b>
<b>MADISON COUNTY WATER SYSTEM – DISTRIBUTION SYSTEM PART 1 &amp; PART 2 GRAND TOTAL</b>	<b>\$8,070,393.00</b>

Total Bid amount and individual item prices shall be guaranteed for up to ninety (90) consecutive calendar days after date of Bid Opening.

Respectfully submitted: **\*Attach appropriate evidence to show authority to sign and do business (See Instructions to Bidders).**

  
 \_\_\_\_\_  
 Signature of BIDDER/CONTRACTOR\*

Dave Tucker  
 Name of BIDDER/CONTRACTOR (Type or Print in ink)

8850 Crawfordsville Rd.  
 Address

Indianapolis, IN 46234  
 City State Zip Code

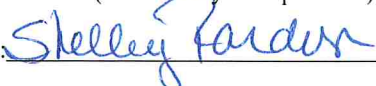
Vice President  
 Title

8/31/21  
 Date

( ) 317/293-0278 ( ) 317/293-8502  
 Telephone Number Fax Number

bids@millerpipeline.com  
 E-Mail

\_\_\_\_\_  
 License Number (if applicable) 201117900229

SEAL - (if BID is by a corporation)  
 Attest:   
 \_\_\_\_\_

## QUALIFICATIONS AND RESOURCES OF BIDDER

PROJECT: Madison County Water System – Distribution System Part 2 ENGINEER'S PROJECT NO: 121077

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At the time of Bid, the Bidder is required to provide detailed information on the form herein (or referenced and attached hereto) as evidence of the Bidder's responsibility, experience, skill and financial standing to complete this Contract in the time allotted. This information will be used by the OWNER to determine if the proposal is the lowest, responsible and responsive Bid. The OWNER may make related investigations to determine the ability of the Bidder to perform the Work. The Bidder shall furnish to the OWNER or its representative, in a timely manner, all such information and data as the OWNER may request for this purpose, which may include a financial statement.

**GENERAL INFORMATION**

Name: Miller Pipeline, LLC

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Address: 8850 Crawfordsville Rd., Indianapolis, IN 46234

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Names, Titles, and Years of Experience of Company Officers and Key Supervisory Personnel: \_\_\_\_\_

Dale Anderson - President and COO - 34 years administration management

Dan Short - Senior Vice President - 17 years administration management

Dave Tucker - Vice President of Operations - 34 years of administration management

Chris Schuler - Vice President of MSD - 34 years of administration management

Address for Administration of this Contract: 8850 Crawfordsville Rd., Indianapolis, IN 46234

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Years in Business as a Contractor: 68 years

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Former Names of the Organization: None

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Surety for this Project: United States Fire Insurance Company

Name of Bonding Company: Willis Towers Midwest, Inc.

Name and Address of Agent: Nicole Langer - 8400 Normandale Lake Blvd. #1700

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Major equipment owned and available to be used on this Project: Please see attached equipment letter

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Major equipment to be rented for use on this Project: None

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## EXPERIENCE STATEMENT OF BIDDER

PROJECT: Madison County Water System – Distribution System Part 2

ENGINEER'S PROJECT NO: 121077

The BIDDER is required to state in detail, in the space provided below, what work of a character similar to that included in the proposed Contract Documents it has done, to give reference and such other detailed information as will enable the OWNER to determine responsibility including experience, skill and financial standing. Among other things, this statement shall include the following: evidence to the effect that the BIDDER maintains a permanent place of business; has adequate construction facilities and equipment available for the Work under the proposed Contract; evidence to the effect that the BIDDER has suitable financial status to meet its obligations incidental to the Work; evidence to the effect that the BIDDER has appropriate technical experience and has in its employ sufficient number of skilled and trained employees to carry to completion, within the Contract Time, the Work required to be performed under this Contract.

ADDRESS: Citizens Energy Group  
2020 N. Meridian St., Indianapolis, IN 46202

CONTACT PERSON: Rebecca Reddick

PHONE: 317/924-3311

FAX: \_\_\_\_\_

E-MAIL: RReddick@citizensenergygroup.com

PROJECT NAME: Multiple Contracts

DESCRIPTION OF WORK: Water Main and Service Line Improvements

ADDRESS: Indiana American Water  
153 N. Emerson, Greenwood, IN 46142

CONTACT PERSON: Amrit Singh

PHONE: 317/807-2469

FAX: \_\_\_\_\_

E-MAIL: amrit.singh@amwater.com

PROJECT NAME: Multiple Contracts

DESCRIPTION OF WORK: Water Main and Service Line Improvements

ADDRESS: Town of Bargersville, IN  
24 N. Main Street  
Bargersville, IN 46106

CONTACT PERSON: Jeff Jones

PHONE: 317/714-6163

FAX: \_\_\_\_\_

E-MAIL: Jjones@townofbargersville.com

PROJECT NAME: Multiple Contracts

DESCRIPTION OF WORK: Water Main and Service Line Improvements

ADDRESS: City of Evansville, IN  
1 NW Martin Luther King Jr. Blvd.  
Evansville, IN 47708

CONTACT PERSON: Ryan Meyer

PHONE: 812/549-5219

FAX: \_\_\_\_\_

E-MAIL: rjmayer@ewsu.com

PROJECT NAME: Multiple Contracts

DESCRIPTION OF WORK: Water Main and Service Line Improvements

USE ADDITIONAL COPIES OF THIS FORM IF NEEDED



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 ~~XXX~~ Indiana )
COUNTY OF ~~MADISON~~ Marion ) SS:

Project: Madison County Water System - Distribution System Part 2

I, Dave Tucker of Miller Pipeline, LLC being duly sworn, deposes and says that he/she is the Vice President (Sole Owner/Partner/President/Secretary/Other Title)

of Miller Pipeline, LLC (Name of BIDDER)

with its principal business located at 8850 Crawfordsville Rd., Indianapolis, IN 46234 (Address)

- 1. On August 31, 20 21 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.

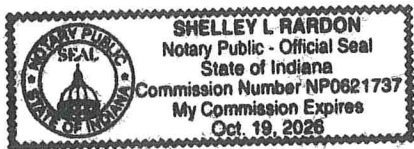
BIDDER: Miller Pipeline, LLC

By: [Signature] (Authorized Signature)

Name: Dave Tucker (Type or Print)

Title: Vice President

(SEAL OF NOTARY HERE)



Sworn to before me and subscribed in my presence this 31 day of August 20 21. Shelley L. Rardon Notary Public Signature My commission expires: 10/19/26

DELINQUENT PERSONAL PROPERTY TAXES AFFIDAVIT

ENGINEER'S PROJECT NO: 121077

STATE OF ~~XXX~~ Indiana )

SS:

COUNTY OF ~~XXXXXX~~ Marion

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

1. That he/she is Dave Tucker - Vice President (Title: sole owner, partner, officer,) of Miller Pipeline, LLC (Name of BIDDER/CONTRACTOR), with its principal place of business at 8850 Crawfordsville Rd., Indianapolis, IN 46234.

2. A. That Miller Pipeline, LLC (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:

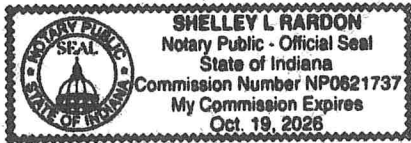
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BIDDER/CONTRACTOR: Miller Pipeline, LLC

By: [Signature] Vice President (Authorized Signature & Title)

Name: Dave Tucker (Type or Print)

(SEAL OF NOTARY HERE)



Sworn to before me and subscribed in my presence this

31 day of August 20 21.

[Signature] Notary Public Signature My commission expires: 10/19/26

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 Miller Pipeline, LLC  
as Principal (BIDDER/CONTRACTOR) and United States Fire Insurance Company  
as Sureties, are hereby held and firmly bound unto Madison County Board of 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 \_\_\_\_\_, 20\_\_ (insert date) to undertake the project known as Madison County Water\* (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 \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_. THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that  
whereas the above named Principal (BIDDER/CONTRACTOR) has submitted a bid for Madison County Water\*.

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 Miller Pipeline, LLC 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 \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

Principal (BIDDER/CONTRACTOR): \_\_\_\_\_ Miller Pipeline, LLC  
By: [Signature]  
Name: Dave Tucker  
Title: Vice President  
[Signature]  
Witness as to Principal/BIDDER/CONTRACTOR

\*System - Distribution System Part 2

SURETY: United States Fire Insurance Company

Attest:  
(SEAL)

[Signature]  
Witness as to Surety

By: [Signature]  
Attorney-in-Fact Michelle Halter

**SURETY COMPANY ADDRESS:**

305 Madison Avenue  
Street

Morristown, NJ 07960  
City State Zip

973-490-6600  
Telephone

**SURETY AGENT'S ADDRESS:**

Willis Towers Watson Midwest, Inc.  
Agency Name

8400 Normandale Lake Boulevard, Suite 1700  
Street

Bloomington, MN 55437  
City State Zip

763-302-7160  
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.




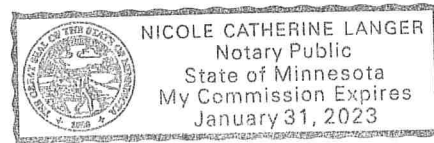
# Surety Acknowledgment

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State of Minnesota }  
County of Hennepin } ss.

On this \_\_\_\_ day of \_\_\_\_ 20 \_\_\_\_, before me personally came Michelle Halter, to me known, who being by me duly sworn, did depose and say that she is the Attorney-in-Fact of United States Fire Insurance Company described in and which executed the above instrument; that she knows the seal of said corporation; that the seal affixed to said instruments is such corporate seal, that it was so affixed by order of the Board of Directors of said corporation, and that she signed her name to it by like order.

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



**POWER OF ATTORNEY  
UNITED STATES FIRE INSURANCE COMPANY  
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY**

**KNOW ALL MEN BY THESE PRESENTS:** That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint: **Blake S. Bohlig; Justin W. Burgos; Brian D. Carpenter; Kelly Nicole Enghauser; Heather R. Goedel; Erik Thomas Gunkel; Michelle Halter; Jessica Hoff; Nicole Langer; Craig Olmstead**

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: **One Hundred Twenty Five Million Eight Hundred Thousand Dollars (\$125,800,000)**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 1, 2023.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

**IN WITNESS WHEREOF**, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 20<sup>th</sup> day of July, 2021.

**UNITED STATES FIRE INSURANCE COMPANY**

*A.R.S.*

\_\_\_\_\_  
Anthony R. Slimowicz, Executive Vice President



State of New Jersey }  
County of Morris }

On this 11<sup>th</sup> day of March 2021, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

**SONIA SCALA  
NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES 3/25/2024  
No. 2163686**

*Sonia Scala*  
\_\_\_\_\_  
Sonia Scala, (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the \_\_\_\_\_ day of \_\_\_\_\_

**UNITED STATES FIRE INSURANCE COMPANY**

*Daniel Sussman*

\_\_\_\_\_  
Daniel Sussman, Senior Vice President



\*For verification of the authenticity of the Power of Attorney, please contact Pat Taber at 860-956-3424 or email: [SuretyInquiries@amyntagroup.com](mailto:SuretyInquiries@amyntagroup.com)

Effective Date: April 9, 1824

Expiration Date: April 1, 2022

**State of Ohio**  
**Department of Insurance**  
*Certificate of Authority*

This is to Certify, that

**UNITED STATES FIRE INSURANCE COMPANY**

NAIC No. 21113

is authorized in Ohio to transact the business of insurance as defined in the following section(s) of the Ohio Revised Code:

**Section 3929.01 (A)**

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

This Certificate of Authority is subject to the laws of the State of Ohio.



**Mike DeWine, Governor**

*Judith L. French*

*Judith French, Director*



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

STATE OF Ohio

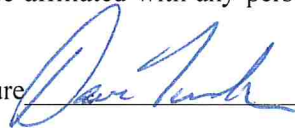
COUNTY OF Madison SS:

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

Miller Pipeline, LLC for a contract for Contract 2: Water System - Distribution System  
(Name of Entity) (Type of Product or Service) **Part 2**


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:

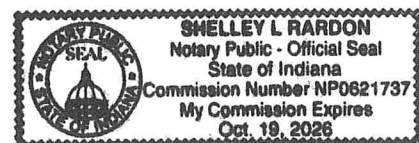
1. That none of the following has **individually** made after April 4, 2007, and that, if awarded a contract for the purchase of goods or services with a cost aggregating more than \$10,000 in a calendar year, none of the following **individually** will make, beginning on the date the contract is awarded 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 

Title: Vice President

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

Notary Public   
My Commission Expires: 10/19/26







**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 Miller Pipeline, LLC			PHONE 317/293-0278	
BUSINESS ADDRESS 8850 Crawfordsville Rd.				
CITY Indianapolis	STATE IIN	ZIP 46234	COUNTY Marion	
BUSINESS/ORGANIZATION REPRESENTATIVE NAME Dave Tucker			TITLE Vice President	

**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**

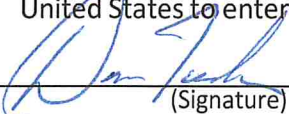
I hereby certify that the answers I have made to all of the questions on this declaration are true to the best of my knowledge. I understand that if this declaration is not completed in its entirety, it will not be processed and I will be automatically disqualified. I understand that I am responsible 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 8/31/21
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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 the 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 or 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)

Dave Tucker - Vice President

(Name and Title of Signer, Please type)

Miller Pipeline, LLC

(Firm Name)

8/31/21

(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 of State antitrust statues or commission if 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.

Dave Tucker - Vice President

\_\_\_\_\_  
Type Name & Title of Authorized Representative

  
\_\_\_\_\_  
Signature of Authorized Representative

8/31/21

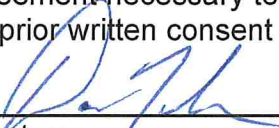
\_\_\_\_\_  
Date

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



**AMERICAN IRON AND STEEL ACKNOWLEDGEMENT**

The Contractor acknowledges to and for the benefit of the City of Madison County ("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  
Dave Tucker

8/31/21  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title of Authorized Signatory, Please Print or Type  
Miller Pipeline, LLC  
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.

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

An EPA Financial Assistance Agreement Recipient must require its prime contractors to provide this form to its DBE subcontractors. This form gives a DBE<sup>1</sup> subcontractor<sup>2</sup> the opportunity to describe work received and/or report any concerns regarding the EPA-funded project (e.g., in areas such as termination by prime contractor, late payments, etc.). The DBE subcontractor can, as an option, complete and submit this form to the EPA DBE Coordinator at any time during the project period of performance.

Subcontractor Name <i>Roth Builders Supply, Inc.</i>		Project Name <b>Contract 2: Water System - Distribution System Part 2</b>
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact <i>Tisha Jordan</i>
Address <i>97482 St. Rt. W. N. PO Box 811 Defiance, OH 43512</i>		
Telephone No. <i>419-782-7284</i>	Email Address <i>rothbldr@defnet.com</i>	
Prime Contractor Name <i>Miller Pipeline</i>	Issuing/Funding Entity:	

Contract Item Number	Description of Work Received from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Amount Received by Prime Contractor
4-34	Supplies - Pipes, Fittings, Etc.	\$125,000.00

<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 Participation Form

Please use the space below to report any concerns regarding the above EPA-funded project:

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<b>Subcontractor Signature</b>	<b>Print Name</b>
<i>Tisha Jordan</i>	<i>Tisha Jordan</i>
<b>Title</b>	<b>Date</b>
<i>Secretary</i>	<i>8/31/21</i>