

## QUALIFICATIONS AND RESOURCES OF BIDDER

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

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: Trucco Construction Company, Inc.

Address: 3531 Airport Rd.  
Delaware, Ohio 43015

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

*Supervisory personnel to be provided upon award of project.*

Mitchell A. Trucco, Pres. - Over 35 years exp.

Randy King, Vice - President - over 35 years exp.

Mark E. Trucco, CEO - over 45 years exp.

Marisa A. Holmes, Secretary - over 25 years exp.

Address for Administration of this Contract: 3531 Airport Rd.  
Delaware, Ohio 43015

Years in Business as a Contractor: 31

Former Names of the Organization: N/A

Surety for this Project:

Name of Bonding Company: Atlantic Specialty Ins. Co.

Name and Address of Agent: Surety Bonds + Ins. 7540 Sawmill Pkwy, Ste D.  
Mark Drengler Powell, Ohio 43065

Major equipment owned and available to be used on this Project: We own all the necessary equipment to complete the project. A complete list can be provided if awarded project.

Major equipment to be rented for use on this Project:

## 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: \_\_\_\_\_  
\_\_\_\_\_ *see attached list of current* \_\_\_\_\_  
\_\_\_\_\_ *and past projects* \_\_\_\_\_  
\_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_  
PHONE: \_\_\_\_\_  
FAX: \_\_\_\_\_  
E-MAIL: \_\_\_\_\_

PROJECT NAME: \_\_\_\_\_

DESCRIPTION OF WORK: \_\_\_\_\_  
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PROJECT NAME: \_\_\_\_\_

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PROJECT NAME: \_\_\_\_\_

DESCRIPTION OF WORK: \_\_\_\_\_  
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PHONE: \_\_\_\_\_  
FAX: \_\_\_\_\_  
E-MAIL: \_\_\_\_\_

PROJECT NAME: \_\_\_\_\_

DESCRIPTION OF WORK: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

USE ADDITIONAL COPIES OF THIS FORM IF NEEDED

3.4 Major Construction Projects in Progress for Trucco Construction Company

Project	Owner	Contract Amt	% Comp	Comp Date	Constr Mgr/Phone	Contract With
Dual Brand Hilton Garden Easton	Middletown Hotel Management	\$3,727,534.00	94%	2021	Dave Arnold 513-298-0153	Hifive Dev Services
Hilliard Health Campus	DMK Development Group	\$1,083,881.00	99%	2021	Aaron Leninger	DMK Dev Group
Gahanna Lincoln New Elem	Gahanna City Schools	\$1,490,442.00	99%	2021	Jamie Srblijan 614-620-5936	Corna Kokosing
Mink Pressure District Waterline	City of New Albany	\$3,459,449.00	92%	2021	Ryan Ohly 614-706-7869	City of New Albany
Cheshire Force Main Imp	Delaware County Reg Sewer	\$2,028,031.00	99%	2021	Jeff Barton 740-833-2240	Delaware County Comm
ATH-Stimson Avenue	City of Athens, Ohio	\$6,161,511.00	43%	2021	Jessica Adline	City of Athens, Ohio
C5 Logistics Center East at Etna	Pepper Constructon	\$2,581,367.00	98%	2021	Tanner Nelson	Pepper Construction
Project Jeff CMH5	Duke Realty Ohio	\$3,050,119.00	99%	2021	Jay Smith	Duke Realty Ohio
District at Ashland	District Three, LLC	\$1,565,124.00	91%	2021	Rich Conie	District Three, LLC
Looby Infrastructure, Phase 1	Duke Realty Ohio	\$2,488,032.00	88%	2021	Jay Smith	Duke Realty Ohio
Elem School No 16 Offsite Sanitary	Olentangy Local Schools	\$239,260.35	86%	2021	Michael Pittenger	Olentangy Local Schools
Coughlin Crossing Subarea 5	Delaware Development Plan	\$1,495,859.00	84%	2021	Andy Walther	Delaware Dev Plan
Enclave at Mill Valley, Phase 2	Monarch Land Company	\$557,427.00	99%	2021	Kevin McCauley	Monarch Land Company
Roadway Improvements - Lyra Drive	City of Columbus	\$4,142,162.07	64%	2021	Franz Geiger	NP Capital Mgmt
Villas at Olde Harbor West, Sec 1	3 Pillar Homes	1,291,366.00	91%	2021	Zenius Michael Zenios	3 Pillar Homes
Scioto Darby and Walcutt Road Imp	City of Hilliard	1,566,107.00	36%	2021	Josh Ginnetti	City of Hilliard
Timbertop Subdivision, Phase One	Lancaster Development LLC	\$2,567,979.00	59%	2021	John Hartman	Lancaster Dev Co
Andelyn Bioscience	Nationwide Children's Hospital	\$3,251,583.00	32%	2021	Jonathon Fischer	Gilbane Bldg Co
Cooks' Point Street Improvements	Three D Properties	\$1,044,883.00	31%	2021	David Cook	Gilbane Bldg Dr
Scioto Meadows North	Meadows at Homes Road LLC	\$808,235.00	72%	2021	Chris Vince	Meadows at Home Road
Andelyn Biosciences-Wtr,Stm, San	Science & Technology Campus Corp	\$370,551.00	96%	2021	Michael Suhovecky	Science & Tech Campus
Carpenters Mill, Sec 3A	Pulte Homes	\$604,535.30	9%	2021	Jeff Thompson	Pulte Homes
Carpenters Mill, Sec 3B	Pulte Homes	\$247,264.20	77%	2021	Jeff Thompson	Pulte Homes
Galloway Rd Imp & Private Storm	Prairie Township	\$845,344.00	13%	2021	Dave McAninch	Prairie Township
ODOT 210163 Del Cty	ODOT	\$1,728,458.00	33%	2021	Dennis Waide	ODOT
Harvest Curve	Rockford Homes	\$1,612,757.00	17%	2021	Corey Theuerkauf	Rockford Homes
Cottages at Northlake Woods	Schottenstein Homes	\$875,320.00	1%	2021	Scott McClintock	Schottenstein Homes
OLSD New Middle School #6	Olentangy School District	\$2,712,142.00	6%	2021	Ben Posey	Robertson Construction
VanTrust New Albany 315	COI New Albany 315, LLC	\$1,445,738.00	10%	2021	Clayton Hall	Corna Kokosing
Farmstead 3 & 4	Grand Communities	\$1,634,255.00	1%	2021	Troy Cameron	Grand Communities

3.5 Major Projects Completed by Trucco Construction - Past 5 Years

Cloverleaf Cold Storage Add	Cloverleaf Cold Storage	\$740,494.00	2016	Mike Robinette 402-412-3550	H & R Construction
Marina at Caesar Creek	ODNR	\$8,352,148.00	2016	Cihanger Calis	ODNR
Del-Co Raw Watermain	Del-Co Water Co, Inc	\$5,752,390.00	2016	Adam Bittinger 614-898-7100	Del-Co Water Co, Inc
Churchman Road, Phase 2	City of Dublin	\$2,028,395.00	2016	Paul Hammersmith	City of Dublin
Orders Rd Improvements	City of Grove City	\$3,718,380.00	2016	Ryan Andrews 614-775-4555	City of Grove City
ODOT 16-0054 Del-23-13.17	State of Ohio	\$2,348,697.00	2017	Ryan Bard 740-815-6085	State of Ohio
ODOT 16-0068 Wyandot 23-9.30	State of Ohio	\$686,286.00	2017	Luke Johansen 419-231-3122	State of Ohio
Sawmill Parkway Extension	Delaware County Engineers	\$27,297,385.00	2017	Brian Dilley 740-833-2400	Delaware County Engrs
ODOT 16-7001 Lawrence County	State of Ohio	\$4,491,700.00	2017	David Bame	State of Ohio
Riviera Sec 1, 2, 3-1	MI Homes of Central Ohio	\$4,159,696.00	2017	Doug Tailford 614-725-7850	MI Homes of Central Ohio
Sunbury Meadows Sec 9 & 10	Pulte Group	\$3,631,921.00	2017	Jeff Thompson 614-356-5000	Pulte Group
NorthStar 3A & 3B/Wilson Road	Nationwide	\$5,071,876.00	2017	Steve Lark 614-221-5312	Nationwide Realty Investors
Clark Shaw Trunk Sewer	Metro Development LLC	\$8,819,113.00	2017	Joe Thomas Jr 614-540-2400	Metro Development LLC
ODOT 171051 Dist 5 Pavement	State of Ohio	\$241,751.00	2017	Audrey Seals 740-323-5210	State of Ohio
Certified Oil #489	Certified Oil	\$2,666,682.00	2017	John Damrath	Certified Oil
Damewood Navistar	Damewood Enterprises	\$1,729,347.00	2017	Brian Maxwell	Dublin Bldg Systems
Davis Rd & Audubon Ave	Grand Communities	\$1,323,112.00	2017	Mark Bridwell	Grand Communities
ODOT 16-8030 Mink Road	State of Ohio	\$7,858,969.00	2017	Elli Bartermes	State of Ohio
ODOT 15-8006 US 40	State of Ohio	\$16,358,318.00	2016	Diane Hupp-Cox 614-466-3778	State of Ohio
Poindexter Village Roadway Ph 2	Director of Public Service	\$8,258,369.00	2017	Max Bauman 614-645-8290	City of Columbus
Glenross Sec 11	Pulte Group	\$1,742,921.00	2017	Jeff Thompson 614-356-5000	Pulte Group
Fourwinds Drive	Townsend Construction	\$3,512,853.00	2017	Will Bunstine	Tow
Riviera Sec 4	MI Homes of Central Ohio	\$1,120,821.00	2017	Doug Tailford 614-725-7850	MI Homes of Central Ohio
Bainbridge Mills	Liberty Twp Trustees	\$264,353.00	2018	Brian Dilley 740-833-2400	Delaware County Engrs
Bridge Park A Block	Crawford Hoying Dev	\$1,914,237.00	2017	Tony Bertino 614-545-3078	Brackett Builders
North Road Park	Orange Township	\$1,589,250.00	2017	Robert Quigley	Orange Township
Hayden Run Road Improvements	City of Hilliard	\$943,072.00	2017	Jamie North - DLZ	City of Hilliard
Hoff Woods Park Expansion	City of Westerville	\$1,548,611.00	2017	Laura Ball	City of Westerville
Bridge Park Ave Extension	Crawford Hoying Dev	\$1,815,864.00	2017	Tim Hoying	Brackett Builders
OSU-Carmack Soccer Fields	The Ohio State University	\$539,754.00	2017	Ken Kerns 614-774-6364	The Ohio State University
Beggrow Street Extension	Pizzuti	\$744,791.00	2018	Warren Stevens 614-793-7617	Pepper Construction
ODOT 187005 Meigs	State of Ohio	\$834,526.00	2018	Daniel McDonald 740-568-3900	State of Ohio
Darby Fields Sec 1 & 2	MI Homes of Central Ohio	\$1,691,153.00	2017	Doug Tailford 614-725-7850	MI Homes of Central Ohio
Tussing Place	Tussing Place LLC	\$518,449.00	2018	Andrew Corso 614-540-2400	Metro Development LLC

Brook Lane Extended Stay	Brook Lane LLC	\$566,723.00	2018	Andrew Corso 614-540-2400	Metro Development LLC
Austin Place	Austin Place LLC	\$1,330,751.20	2018	Andrew Corso 614-540-2400	Metro Development LLC
RickWest One	Pizzuti	\$4,818,343.00	2018	Warren Stevens 614-793-7617	Pepper Construction
Meadow Grove Estates	Rockford Homes	\$1,277,153.00	2018	Corey Theuerkauf 614-785-0015	Rockford Homes
Berlin Manor Sec 1	Berlin Manor LLC	\$1,473,760.00	2018	John Wicks	Berlin Manor LLC
Bridge Park C Block	Crawford Hoying Dev	\$11,180,452.00	2017	Stacey Coble 614-883-1090	Continental Bldg Systems
Meadows at Home Road	CV Radl Proprtly LLC	\$897,721.00	2017	Chris Vince	CV Real Property LLC
Poindexter Sanitary Ph 3	City of Columbus	\$456,238.00	2018	Max Bauman 614-645-8290	City of Columbus
Buckeye Valley West Elementary	Buckeye Valley School Dist	\$1,113,874.00	2017	Peggy Murphy	Ruscilli Construction Co
AEP Transmission Bldg 2	American Electric Power Co	\$1,786,746.00	2018	Colin Brennan 614-876-9484	Ruscilli Construction Co
Park at Seldom Seen	City of Powell	\$1,892,566.00	2018	Jessica Marquez 614-885-5380	City of Powell
Poindexter Roadways, Phase 3	City of Columbus	\$2,179,085.00	2018	Max Bauman 614-645-8290	City of Columbus
MillWood Blvd	City of Marysville	\$3,038,678.00	2018	Kyle Hoyng 937-645-7376	City of Marysville
Dollar Tree	Dollar Tree	\$23,164,190.00	2019	Nicole Anderson	Clancy & Theys
Fourwinds Drive N Turn Lane	Townsend Construction	\$1,537,760.00	2018	Will Bunstine	Townsend Construction
Scioto Darby Leppert Rd	City of Hilliard	\$8,513,855.00	2018	John Saxton	City of Hilliard
Nottingham Trace 1 & Offsite	Pulte Group	\$2,816,246.00	2018	Jim Davikson 614-376-1176	Pulte Group
Tarlton Meadows West, Sec 1-1	Rockford Homes	\$2,632,518.00	2018	Corey Theuerkauf 614-785-0015	Rockford Homes
Tarlton Meadows West, Sec 2-1	Pulte Group	\$1,438,456.00	2018	Jeff Thompson 614-356-5000	Pulte Group
Tarlton Meadows West, Sec 3-1	Pulte Group	\$1,186,838.00	2019	Jeff Thompson 614-356-5000	Pulte Group
Tarlton Meadows West, Sec 3	Pulte Group	\$685,945.00	2019	Jeff Thompson 614-356-5000	Pulte Group
Walcutt Road Warehouse	Hackman Capital Partners	\$2,910,769.00	2019	David Freyhof 614-793-4477	Pepper Construction
Courtyards at the Ravines	Epcon Communities	\$1,443,326.00	2019	Jack Brickner 614-402-1170	Planned Communities
Spring Creek Section 3-1	Pulte Group	\$2,429,594.00	2019	Jeff Thompson 614-356-5000	Pulte Group
Liberty Trace Sec 2A	Pulte Group	\$1,031,066.00	2019	Jeff Thompson 614-356-5000	Pulte Group
Elliot Road Widening	Pulte Group	\$776,410.00	2020	Jeff Thompson 614-356-5000	Pulte Group
DACC South Campus	Delaware Area Career Ctr	\$2,380,866.00	2017	Ted Kelleher 614-487-6595	Elford Inc
Cottages at Northlake	City of New Albany	\$6,263,582.00	2020	Vickie McKinney	City of New Albany
Magnolia Trace	Schottenstein	\$1,062,880.00	2020	Scott McClintock	Schottenstein/Kass Corp
General Sherman Early Site Pkg	Oxford Circle Dev	\$250,420.00	2020	Don Kenney	Magnolia Trace, LLC
Thos Ewing	Lancaster City School Dist	\$2,150,870.00	2020	Jason Connor 614-876-0617	Summit Construction
Licking Heights Early Site Work	Lancaster City School Dist	\$165,323.86	2020	Adam Huwer	Summit Construction
Farmstead Mass Exc	Licking Heights LSD	\$3,914,426.00	2020	Ben Posey 740-929-1000	Robertson Const
DATA Bus Lot Improvements	Grand Communities	\$1,481,760.00	2020	Troy Cameron	Grand Communities
	Delaware Area Transit	\$560,378.00	2020	Denny Schoolley	Delaware Area Transit

Farmstead Ph 1 Conc & Util	Grand Communities	\$2,547,026.00	2020	Troy Cameron	Grand Communities
Lou Berliner Park Utility Imp	City of Cols Parks & Rec	\$766,961.00	2020	Chris Scannell 614-645-6567	City of Cols Parks & Rec
Beulah Park, Section 1	Townsend Construction	\$11,536,660.00	2020	Will Bunstine	Townsend Construction
Thos Ewing JHS Turn Lane	Lancaster City School Dist	\$473,554.11	2020	Adam Huwer	Summit Construction
Thos Ewing JHS Final Grading	Lancaster City School Dist	\$184,661.12	2020	Adam Huwer	Summit Construction
Xebec Rickenbacker	Xebec Warehouses	\$10,589,374.00	2020	Warren Stevens 614-793-7617	Pepper Construction
Xebec Collings Road	Xebec Warehouses	\$1,271,876.00	2020	Warren Stevens 614-793-7617	Pepper Construction
Beulah Park Multi Family Dev	Townsend Construction	\$2,326,954.00	2020	Will Bunstine	Townsend Construction
Meadow Grove Estates	Rockford Homes	\$1,100,163.19	2020	Corey Theuerkauf	Rockford Homes
Parkside, Sec 1	Pulte Group	\$2,328,509.00	2020	Jeff Thompson 614-356-5000	Pulte Group
NDC Lockbourne Warehouse	Amerisource Bergen	\$1,930,175.00	2020	Andrew Eisch 847-221-4524	Kajima Bldg & Design
Three Fountains	Rockford Homes	\$1,064,831.00	2020	Corey theuerkauf	Rockford Homes
Alkire Run, Sec 2, Part 2	Alkire II Development	\$555,810.00	2020	John Spagnolo	Alkire II Development
Jasckson Pike	Grand Communities	\$412,278.64	2020	Troy Cameron	Grand Communities
New Elem School No 1	Olentangy Local Schools	\$1,140,429.00	2020	Ben Posey 740-929-1000	Robertson Const
Chestnut Crossing	Braun Holdings	\$1,818,469.00	2020	Kevin Braun	Braun Holdings
Tarilton Meadows West 4-2	Pulte Group	\$1,026,078.89	2020	Matt Callahan	Pulte Group
Berlin Manor, Section 3	Berlin Manor One, LLC	\$1,511,352.00	2020	Nilay Bhatt	Berlin Manor One, LLC
Northlake Woods, Sec 2	Kass Corporation	\$973,446.09	2020	Scott McClintock	Homewood Corp
Thos Ewing JHS Creek Bank	Lancaster City School Dist	\$89,928.33	2020	Adam Huwer	Summit Construction
Big Walnut Run, Phase 2	Bellann Development	\$675,728.24	2020	Kevin McCauley	Bellann Development
Farmstead, Sec 2	Grand Communities	\$1,000,518.00	2020	Troy Cameron	Grand Communities
Tarilton Meadows West 3-2	Pulte Group	\$43,182.00	2020	Jeff Thompson 614-356-5000	Pulte Group
Tarilton Meadows W 4-2 Conc	Pulte Group	\$60,847.00	2020	Jeff Thompson 614-356-5000	Pulte Group
Public San Sewer at Beulah	Townsend Construction	\$156,852.00	2020	Will Bunstine	Townsend Construction
Carpenters Mill 2B	Pulte Group	\$249,076.00	2020	Jeff Thompson 614-356-5000	Pulte Group
Vlgs at Westchester Sec 11, Pt 2	Grand Communities	\$311,839.00	2020	Troy Cameron	Grand Communities
G Block Mass Exc	Brackett Builders	\$270,822.00	2020	AJ Tucker	Brackett Builders
General Sherman Final Grade	Lancaster City School Dist	\$374,243.00	2021	Adan Huwer	Summit Construction
Union Mulberry Drainage Imp	City of Lancaster	\$2,843,799.00	2021	Steven Wellstead	City of Lancaster
5th Ave/6th Ave/Forest Rose	City of Lancaster	\$3,285,884.00	2021	Steven Wellstead	City of Lancaster
Bucyrus Stripping Package	National Lime & Stone	\$865,998.00	2021	Jason Tooley	National Lime & Stone

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 Delaware )

SS:

Project: Madison County Water System - Distribution System Part 2

I, Mitchell A. Truceo of Truceo Const Co, Inc. being duly sworn, deposes and says that he/she is the President (Sole Owner/Partner/President/Secretary/Other Title)

of Truceo Construction Company, Inc. (Name of BIDDER)

with its principal business located at 3531 Airport Rd. Delaware, Ohio 43015 (Address)

1. On Aug 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: Truceo Construction Company, Inc.

By: Mitchell A. Truceo (Authorized Signature)
Name: Mitchell A. Truceo (Type or Print)
Title: President

(SEAL OF NOTARY HERE)

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

Lori J Stanley
Notary Public Signature
My commission expires:



Lori J Stanley
Notary Public, State of Ohio
My Commission Expires 03/02/22
Page: 1

DELINQUENT PERSONAL PROPERTY TAXES AFFIDAVIT

ENGINEER'S PROJECT NO: 121077

STATE OF OHIO )
COUNTY OF Delaware )
Madison )
SS:

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

1. That he/she is President (Title: sole owner, partner, officer,) of
Truceco Construction Company, Inc. (Name of BIDDER/CONTRACTOR),
with its principal place of business at 3531 Airport Rd. Delaware, Ohio 43015.

2. A. That Truceco Construction Company, 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:

\$

BIDDER/CONTRACTOR: Truceco Construction Company, Inc.

By: Mitchell A. Truceco (Authorized Signature & Title)

Name: Mitchell A. Truceco, President (Type or Print)

(SEAL OF NOTARY HERE)



Sworn to before me and subscribed in my
presence this 31st day of Aug. 2021.
Lori J Stanley
Notary Public, State of Ohio
My Commission Expires 2022
Notary Public Signature
My commission expires:

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 Trucco Construction Co. Inc. 3531 Airport Rd. Delaware, Oh 43015  
as Principal (BIDDER/CONTRACTOR) and Alantic Specialty insurance Company  
as Sureties, are hereby held and firmly bound unto Madison County Commissioners 1 N. Main St London Oh 43140 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 2021-24D4 Madison county Water 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 2021-24D4 Madison county 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 Trucco Construction Co. 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 One (number) counterparts, each one of which shall be  
deemed an original, this the 31st day of August 2021.

**Principal (BIDDER/CONTRACTOR):** Trucco Construction Co. Inc. 3531 Airport Rd. Delaware, Oh 43015



Witness as to Principal/BIDDER/CONTRACTOR

By:   
Name: Mitchell A. Trucco  
Title: President

SURETY: Alantic Specialty insurance Company

Attest:  
(SEAL)

Mary Gabriel  
Witness as to Surety

By: Mark Drengler  
Attorney-in-Fact Mark Drengler

**SURETY COMPANY ADDRESS:**

605 Highway 169 North Suite 800  
Street  
Plymouth, MN 55441  
City State Zip  
952-852-2431  
Telephone

**SURETY AGENT'S ADDRESS:**

Surety Bonds Inc  
Agency Name  
7540 Sawmill Pkwy Suite D  
Street  
Powell, Ohio 43065  
City State Zip  
614-761-2700  
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.



# Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Mark S. Drengler, Christie Howard, Gayle E. McClellan, Adam A. Schlade**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

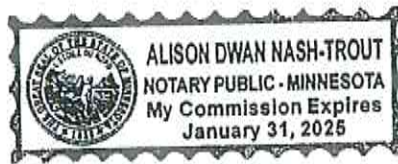
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.



By *Paul J. Brehm*  
Paul J. Brehm, Senior Vice President

STATE OF MINNESOTA  
HENNEPIN COUNTY

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



*Alison Nash-Trout*  
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 31<sup>st</sup> day of August 2021



This Power of Attorney expires  
January 31, 2025

*Kara Barrow*  
Kara Barrow, Secretary




**Atlantic Specialty Insurance Company**  
Period Ended 12/31/2020

*Dollars displayed in thousands*

<b>Admitted Assets</b>		<b>Liabilities and Surplus</b>	
<b>Investments:</b>		<b>Liabilities</b>	
Bonds	\$ 1,500,023	Loss Reserves	\$ 878,884
Preferred Stocks	-	Loss Adjustment Expense Reserves	<u>272,666</u>
Common Stocks	776,825	<b>Total Loss &amp; LAE Reserves</b>	<b>1,151,550</b>
Mortgage Loans	-		
Real Estate	-	Unearned Premium Reserve	593,461
Contract Loans	-	Total Reinsurance Liabilities	13,171
Derivatives	-	Commissions, Other Expenses, and Taxes due	54,583
Cash, Cash Equivalents & Short Term Investments	147,406	Derivatives	-
Other Investments	<u>23,375</u>	Payable to Parent, Subs or Affiliates	-
<b>Total Cash &amp; Investments</b>	<b>2,446,629</b>	All Other Liabilities	<u>237,942</u>
		<b>Total Liabilities</b>	<b>2,050,707</b>
Premiums and Considerations Due	276,120	<b>Capital and Surplus</b>	
Reinsurance Recoverable	59,375	Common Capital Stock	9,001
Receivable from Parent, Subsidiary or Affiliates	29,538	Preferred Capital Stock	-
All Other Admitted Assets	<u>62,330</u>	Surplus Notes	-
<b>Total Admitted Assets</b>	<b>2,873,992</b>	Unassigned Surplus	91,944
		Other Including Gross Contributed	<u>722,341</u>
		<b>Capital &amp; Surplus</b>	<b>823,286</b>
		<b>Total Liabilities and C&amp;S</b>	<b>2,873,992</b>

State of Minnesota  
County of Hennepin

I, Kara Barrow, Secretary of Atlantic Specialty Insurance Company do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said OneBeacon Insurance Company, on the 31<sup>st</sup> day of December, 2020, according to the best of my information, knowledge and belief.

  
 \_\_\_\_\_  
 Secretary

Subscribed and sworn to, before me, a Notary Public of the State of Minnesota on this 2<sup>nd</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 03/19/2021

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

#### ATLANTIC SPECIALTY INSURANCE COMPANY

of New York 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)

Aircraft	Multiple Peril - Commercial
Allied Lines	Multiple Peril - Farmowners
Boiler & Machinery	Multiple Peril - Homeowners
Burglary & Theft	Noncancellable A & H
Collectively Renewable A & H	Nonrenew-Stated Reasons (A&H)
Commercial Auto - Liability	Ocean Marine
Commercial Auto - No Fault	Other
Commercial Auto - Physical Damage	Other Accident only
Credit	Other Liability
Credit Accident & Health	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	
Medical Malpractice	

ATLANTIC SPECIALTY INSURANCE COMPANY certified in its annual statement to this Department as of December 31, 2020 that it has admitted assets in the amount of \$2,873,992,318, liabilities in the amount of \$2,050,706,556, and surplus of at least \$823,285,762.

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

Handwritten signature of Judith L. French in black ink.

Judith French, Director



**AFFIDAVIT 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

Trucco Construction Company Inc. for a contract for Madison City Water System  
(Name of Entity) (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 Mitchell A. Trucco  
Title: Mitchell A. Trucco, President

Sworn to before me and subscribed in my presence this 31<sup>st</sup> day of Aug. 2021

Notary Public Lori J Stanley  
My Commission Expires: \_\_\_\_\_



Lori J Stanley  
Notary Public, State of Ohio  
My Commission Expires 11-30-2022

## 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.

**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 <i>Trucco Construction Company, Inc.</i>		PHONE <i>740-417-6010</i>		
BUSINESS ADDRESS <i>3531 Airport Rd.</i>				
CITY <i>Delaware</i>	STATE <i>Ohio</i>	ZIP <i>43015</i>	COUNTY <i>Delaware</i>	
BUSINESS/ORGANIZATION REPRESENTATIVE NAME <i>Mitchell A. Trucco</i>			TITLE <i>President</i>	

**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 <i>Mitchell A. Trucco</i> <i>Mitchell A. Trucco, President</i>	DATE <i>8-31-2021</i>
--	--------------------------



## 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 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)

8-31-2021  
(Date)

Mitchell H. Trucco, President  
(Name and Title of Signer, Please type)  
Trucco Construction Company, Inc.  
(Firm Name)

## **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.

*Mitchell H. Truceo, President*

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

*M. Truceo*

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

*8.31.2021*

\_\_\_\_\_  
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 \_\_\_\_\_ Date 8.31-2021  
Mitchell A. Trucco, President  
Name and Title of Authorized Signatory, Please Print or Type  
Trucco Construction Company, Inc.  
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.