



Ord. 107-16

CITY OF MEDINA  
CONTRACT

PROJECT NAME: Memorial Park Pool House

PROJECT NO.: 991

THIS AGREEMENT, made and entered into this 13 day of July, 2016, by and between the City of Medina, (hereinafter "City") and James P. Finnegan Construction, located at 5224 Settlement East Rd. City of Shelby, County of Richland, and the State of Ohio, (hereinafter "Contractor".)

WITNESSETH: That the said Contractor has agreed and by these presents does agree with the City for the consideration herein written and contained in the proposal and other penalty expressed in a bond therein contained, to install at Contractor's own proper cost and expense, all the necessary labor, superintendence, tools, materials and equipment of every description, and to carry out and complete to a good, firm and workmanlike manner the design, construction, testing, completion, supervision of startup to complete delivery to the City for the completion and/or startup of:

\_\_\_\_\_  
Memorial Park Pool House  
\_\_\_\_\_

all as herein specified or required for the completion of Project Number 991 all in accordance with the plans on file in the office of the City Engineer, also in accordance with the Specifications for this Contract as herein set forth, and all the contract documents, subject to such changes as may be made, from time to time, in accordance with the provisions therein, and also in full accord and compliance with the following:

Article 1: The Contractor agrees to begin work and prosecute the same with reasonable speed and diligence so as to insure the completion of the work of the Contract in accordance with the date stipulated in the proposal and to the satisfaction of the City.

Article 2: The City agrees to pay, and the Contractor agrees to accept as full compensation for all work done, for all labor and equipment furnished, for all costs and expenses incurred, furnished or suffered, in the full and complete performance of all acts and requirements incidental and necessary for the completion of the work of this Contract in accordance with the terms, conditions and provisions thereof, except EXTRA WORK, which shall be paid for under subsidiary agreement executed as provided in the specifications and except as may otherwise in this Contract be specifically provided, a sum equal to the following:

\$ 103,000.00 (One Hundred Three Thousand and 00/100 Dollars)

Article 3: If the Contractor shall fail to comply with any of the terms, conditions, provisions, or stipulations of this Contract according to the true intent and meaning thereof, then the City may avail itself of any or all remedies provided for in the Contract, and/or by law shall have the right and power to proceed in accordance with the provisions thereof.

Article 4: It is hereby agreed by the parties to this Contract that the provisions contained in the "Legal Notice", in "Information for and Instruction to Bidders", in the "Proposal" in the "Specifications", in the "Bond", in the "Contract Plans", as well as the supplementary documentation appended hereto, shall constitute integral parts of the Agreement and collectively that they shall comprise and be known as "the Contract."

Article 5: The specifications under which the work embraced in this Contract shall be performed include the Legal Notice, Information for the Instructions to Bidders, Proposal Affidavit, Contract, Contract Bond, General Conditions, Special Conditions and Detailed Specifications.

Name and Address of each person, firm or company interested in the Contract:

James P. Finnegan Construction  
5224 Settlement East Rd.  
Shelby, OH 44875

IN WITNESS WHEREOF: The parties hereunto affixed their hands and seals the day and year first mentioned above.

THE CITY OF MEDINA, OHIO

By: Dennis Hanwell

Dennis Hanwell 8-9-16  
Mayor, City of Medina, Ohio  
132 N. Elmwood Avenue, P.O. Box 703  
Medina, Ohio 44258  
Pho. #(330)725-8861; Fax #(330)722-9045

Attest #1 to Mayor's Signature:

Signature: Dawn Conwill

Name (please print or type): Dawn Conwill

Dated August 9, 2014

Attest #2 to Mayor's Signature:

Signature: Barbara Gaiser

Name (please print or type): BARBARA GAISER

Dated AUGUST 12, 2016

CONTRACTOR: JAMES P. FINNEGAN CONSTRUCTION INC

Address: 5224 SETTLEMENT EAST ROAD

0

City, State, Zip: SHELBY, OHIO 44875

Phone #: 419 347 6509 Fax #: 419 347 4098

Authorized Signature: James P Finnegan

Name (please print or type): JAMES P. FINNEGAN

Title: PRESIDENT

Dated 8/3, 2016

Witness #1 to Contractor Signature:

Signature: Thomas H. Metzger

Name (please print or type): Thomas H. Metzger

Dated \_\_\_\_\_, 20\_\_

Witness #1 to Contractor Signature:

Signature: \_\_\_\_\_

Name (please print or type): \_\_\_\_\_

Dated \_\_\_\_\_, 20\_\_

(If the Contractor is a corporation, there shall be attached a sealed resolution of the Directors empowering the officer signing to so act in behalf of the corporation.)

(To be executed in triplicate)

Correct as to Form:

Gregory Huber  
Law Director, City of Medina  
132 N. Elmwood Avenue  
P.O. Box 703  
Medina, Ohio 44258

CERTIFICATE OF FINANCE DIRECTOR

I hereby certify that the money, viz.: \$103,000.00 (One Hundred Three Thousand and 00/100 Dollars) for the contact herein described is in the treasury of the City of Medina, and placed to the credit of the proper fund (Account # \_\_\_\_\_ ) and not appropriated for any other purposes.

Purchase Order # 2016-1445

Dated 8/9/16, 2016

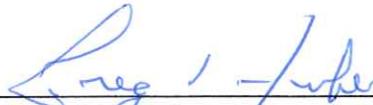
Signed 

Keith Dirham  
Finance Director, City of Medina, Ohio

CERTIFICATE OF LAW DIRECTOR

I hereby certify that I have examined the Contract herein and the form and correctness thereof are approved.

Dated 8/9/16, 2016

Signed 

Greg Huber  
Law Director, City of Medina, Ohio

BID FORM

BIDDER: JAMES P. FINN EGAN CONSTRUCTION, INC

MEMORIAL PARK POOL REHABILITATION  
CITY OF MEDINA, OHIO

In compliance with the Drawings and Project Manual, the undersigned Bidder hereby proposes to furnish all materials and perform all work necessary for the construction of the aforementioned project, in strict accordance with the Contract Documents for the Village of Plain City, Ohio as prepared by Brandstetter Carroll Inc., and within the time set forth, and at the sum of money enumerated below.

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

BIDDER hereby agrees to achieve Substantial Completion of their Work by June 1, 2017. BIDDER further agrees to pay as liquidated damages, the sum of \$250.00 for each consecutive calendar day thereafter as provided in the Supplementary Conditions if Work is not completed by said date.

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following prices (Bidder to mark N/A for portions of Bid Form that do not apply to their respective bid):

1a. GENERAL TRADES CONTRACT

The General Trades Contract shall include furnishing and installing all items, articles, materials, operations and methods herein listed, mentioned and scheduled in these Contract Documents, including all labor, equipment, services, accessories, miscellaneous items and incidentals necessary for the completion of the Work and to provide complete systems of construction.

A. LABOR

FIFTEEN THOUSAND DOLLARS

(Written Amount)

\$ 15,000.00

(Numerals)

B. MATERIAL

TWENTY FOUR THOUSAND, THREE HUNDRED DOLLARS

(Written Amount)

\$ 24,300.00

(Numerals)

C. SUBTOTAL LABOR & MATERIAL

THIRTY NINE THOUSAND, THREE  
HUNDRED DOLLARS  
(Written Amount)

\$ 39,300.00  
(Numerals)

D. GRAND TOTAL

THIRTY NINE THOUSAND  
THREE HUNDRED DOLLARS.  
(Written Amount)

\$ 39,300.00  
(Numerals)

1b. GENERAL TRADES CONTRACT ALTERNATES

The General Trades Contract will be awarded based on the review of the Grand Total submitted above in the "Contract Amount" not the value of the Alternates. Alternates will be decided by the Owner during the preparation of the Contract and as outlined in Section 012300 of the Project Manual. BIDDER to provide an amount to be ADDED or DEDUCTED from the GRAND TOTAL amount above.

A. ALTERNATE 1 - Provide new lavs, water closets, urinal, and toilet partitions:

ADD [REDACTED] \$ [REDACTED]  
(Written Amount) (Numerals) *JRS*  
SIXTEEN THOUSAND, FIVE HUNDRED DOLLARS @ 16,500.00

B. ALTERNATE 2 - Replace entire Pool Concrete Deck:

ADD FORTY SEVEN THOUSAND TWO HUNDRED \$ 47,200.00  
DOLLARS (Written Amount) (Numerals)

(END OF GENERAL TRADES CONTRACT ALTERNATES)

2a. POOL CONTRACT

The Pool Contract shall include furnishing and installing all items, articles, materials, operations and methods herein listed, mentioned and scheduled in these Contract Documents, including all labor, equipment, services, accessories, miscellaneous items and incidentals necessary for the completion of the Work and to provide complete systems of construction.

A. LABOR

N/A  
\_\_\_\_\_  
(Written Amount)

\$ \_\_\_\_\_  
(Numerals)

B. MATERIAL  
\_\_\_\_\_ *N/A* \_\_\_\_\_  
\_\_\_\_\_ (Written Amount) \_\_\_\_\_ \$ \_\_\_\_\_ (Numerals)

C. SUBTOTAL LABOR & MATERIAL  
\_\_\_\_\_ *N/A* \_\_\_\_\_  
\_\_\_\_\_ (Written Amount) \_\_\_\_\_ \$ \_\_\_\_\_ (Numerals)

D. GRAND TOTAL  
\_\_\_\_\_ *N/A* \_\_\_\_\_  
\_\_\_\_\_ (Written Amount) \_\_\_\_\_ \$ \_\_\_\_\_ (Numerals)

**3. COMBINED CONTRACT**

Bidders may submit a Combined Bid for any combination of the above Bid Packages. If submitting a Combined Bid, the Bidder Shall:

- Provide a single stipulated sum for the Combined Contract below. Mark N/A for individual prime contract totals.
- Provide a bid for ALL Alternates for General Trades Contract.
- Provide a bid for ALL Unit Prices for both General Trades and Pool Contract.

The undersigned affirms the Owner's right to accept or reject any or all Combined Bids.

The "Combined Contract" shall include furnishing and installing all items, articles, materials, operations and methods herein listed, mentioned and scheduled in these Contract Documents, including all labor, equipment, services, accessories, miscellaneous items and incidentals necessary for the completion of the Work and to provide complete systems of construction.

A. LABOR  
\_\_\_\_\_ *N/A* \_\_\_\_\_  
\_\_\_\_\_ (Written Amount) \_\_\_\_\_ \$ \_\_\_\_\_ (Numerals)

B. MATERIAL  
\_\_\_\_\_ *N/A* \_\_\_\_\_  
\_\_\_\_\_ (Written Amount) \_\_\_\_\_ \$ \_\_\_\_\_ (Numerals)

C. SUBTOTAL LABOR & MATERIAL  
\_\_\_\_\_ *N/A* \_\_\_\_\_  
\_\_\_\_\_ (Written Amount) \_\_\_\_\_ \$ \_\_\_\_\_ (Numerals)



The City of Medina reserves the right to reject any and all bids and to waive any informalities or irregularities in the bid. The City of Medina reserves the right to award the contract to the Contractor submitting the lowest and best base bid, not including alternate bids.

**SIGNATURE BLOCK**

NAME OF BIDDER: JAMES P. FINNEGAN CONSTRUCTION

ADDRESS (LINE 1): 5224 SETTLEMENT EAST RD

ADDRESS (LINE 2): 5 # ELBY, OHIO 44875

AUTHORIZED SIGNATURE: James P Finnegan

NAME (PRINT): JAMES P. FINNEGAN

TITLE: PRESIDENT

PHONE #: 419 347 6509

EMAIL: j.finnegan@ncool.net

Company Information:

1 Name of Firm:

JAMES P. FINNIGAN CONSTRUCTION INC.

2 Number of years in business:

53

3 Within the last five years, have there been any delinquencies, defaults, litigations or judgements relative to your firms performance relating to your firm's performance or abilities on projects similar to this one?

NO

Project Experience:

Similar Projects - List three local similar types of projects; provide customer, location and contact information

1. Name of project

CHARLES MILL LAKE CONCESSION STAND  
+ RESTROOM

Total project cost:

89 468

Date project completed:

2013

Customer Name:

MUSKINGOM WATER SHED

Contact Name:

MADISON ZAUGG ARCHITECT

Contact Phone #:

419 524 4109

2. Name of project

KEHOE CENTER REMODEL

Total project cost:

168,500

Date project completed:

2015

Customer Name:

NORTH CENTRAL STATE COLLEGE

Contact Name:

GREG LUNERGAN OHM ARCHITECT

Contact Phone #:

614 307 3183

3. Name of project

REMODEL MANSFIELD AIRPORT TERMINAL

Total project cost:

186 500

Date project completed:

2015

Customer Name:

MANSFIELD LAHM AIRPORT

Contact Name:

MKL AL BERGEN ARCHITECT

Contact Phone #:

419 525 1102

**BID GUARANTY AND CONTRACT BOND**

(SECTION 153.571 Ohio Revised Code)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned James P. Finnegan Construction, Inc.

5224 Settlement East Road Shelby, OH 44875

as principal and Ohio Farmers Insurance Company

as sureties, are hereby held and firmly bound unto City of Medina

132 N. Elmwood Avenue Medina, OH 44256

\_\_\_\_\_ as obligee in the penal sum of the dollar amount of the bid submitted by the

principal to the obligee on July 8, 2016 to undertake the project known as \_\_\_\_\_

Memorial Park Pool Rehabilitation, City of Medina Project Number 991

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

\_\_\_\_\_ (\$ \_\_\_\_\_ ) dollars.

(If the foregoing blank not filled in, the penal sum will be the full amount of the principal's bid, including alternates. Alternatively, if the blank is filled in, the amount stated must not be less than the full amount of the bid including alternates, in dollars and cents. A percentage is not acceptable.) For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named principal has submitted a bid for the above referred project.

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

Now also, if the said principal shall well and faithfully do and perform the things agreed by the obligee to be done and performed according to the terms of said contract; and shall pay all lawful claims of subcontractors, materialmen, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any materialman or laborer having just claim, as well as for the obligee herein; then this obligation shall be void; otherwise the same to 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 said contract or in or to the plans or specifications therefor shall in any wise affect the obligations of said surety on its bond.

Signed this 8th day of July, 2016.

PRINCIPAL

James P. Finnegan Construction, Inc.

BY: James P. Finnegan

TITLE: PRESIDENT  
SURETY: Ohio Farmers Insurance Company

BY: Amy M. Perdue  
Attorney-in-Fact

Amy M. Perdue

Surety Phone No.: 614-848-4787



SURETY COMPANY ADDRESS:

2000 Polaris Parkway

Street

Columbus, OH 43240

City State Zip

SURETY AGENT'S ADDRESS:

Overmyer Hall Associates

1600 W. Lane Avenue, Suite 200

Columbus, OH 43221

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 04/17/15, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. 3406282 10

General Power of Attorney

Westfield Insurance Co. Westfield National Insurance Co. Ohio Farmers Insurance Co. Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint GREGORY R. OVERMYER, AMY M. PERDUE, NANCY SANTHO, JACK KEHL, STEPHANIE M. WHITE, JOINTLY OR SEVERALLY

of COLUMBUS and State of OH 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, recognizances, undertakings, or other instruments or contracts of suretyship.

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, seated with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact, may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligutory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary.

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 17th day of APRIL A.D., 2015.

Corporate Seals Affixed



WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

By: Dennis P. Baus

Dennis P. Baus, National Surety Leader and Senior Executive

State of Ohio County of Medina ss.:

On this 17th day of APRIL A.D., 2015, before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed



David A. Kotnik

David A. Kotnik, Attorney at Law, Notary Public My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 8th day of July AD, 2016



Frank A. Carrino Secretary Frank A. Carrino, Secretary

**Financial  
Statement**

December 31, 2015

**Ohio Farmers Insurance Co.**

Westfield Center, Ohio 44251-5001

**OHIO FARMERS INSURANCE COMPANY**

**BALANCE SHEET**

December 31, 2015

(in thousands)

Cash, cash equivalents, and short term investments	34,115
Bonds	441,746
Stocks	1,895,260
Real estate	59,350
Agents' balances and uncollected premiums, net	119,814
Other admitted assets	<u>150,788</u>
<b>Total admitted assets</b>	<b><u>2,701,073</u></b>
Reserve for unearned premiums	164,212
Reserve for unpaid losses and loss expenses	293,709
Reserve for taxes and other liabilities	<u>246,010</u>
<b>Total liabilities</b>	<b>703,931</b>
Capital stock	0
Surplus	<u>1,997,142</u>
<b>Total surplus</b>	<b>1,997,142</b>
<b>Total liabilities and surplus</b>	<b><u>2,701,073</u></b>

State of Ohio

ss:

County of Medina

The undersigned, being duly sworn, says: That he is National Surety Leader - Surety Operations of Ohio Farmers Insurance Company, Westfield Center, Ohio; that said Company is a corporation duly organized, existing and engaged in business as a Surety Company by virtue of the Laws of the State of Ohio and authorized to do business in the State of ... Ohio ..... and has duly complied with all the requirements of the laws of said State applicable to said Company and is duly qualified to act as Surety under such laws; that said Company has also complied with and is duly qualified to act as Surety under the Act of Congress approved July 1947, 6 U.S.C. sec. 6-13; and that to the best of his knowledge and belief the above statement is a full, true, and correct statement of the financial condition of the said Company on the 31st day of December, 2015.

Attest:

*Frank Carrino*

Frank A. Carrino  
Group Legal Leader, Secretary

*Dennis P. Baus*

Dennis P. Baus  
National Surety Leader  
Surety Operations

*David A. Kotnik*

David A. Kotnik  
Attorney at Law  
Notary Public - State of Ohio



Sworn to before me this 10<sup>th</sup> day of February A.D. 2016.

My Commission Does Not Expire  
Sec. 147.03 Ohio Revised Code

BD5402 B

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

John R. Kasich - Governor  
Mary Taylor - Lt. Governor/Director



### Certificate of Compliance

Issued 06/29/2016

Effective 07/01/2016

Expires 06/30/2017

I, Mary Taylor, hereby certify that I am the Lt. Governor/Director of Insurance in the State of Ohio and have supervision of insurance business in said State and as such I hereby certify that

#### OHIO FARMERS INSURANCE COMPANY

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

##### Section 3929.01 (A)

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

OHIO FARMERS INSURANCE COMPANY certified in its annual statement to this Department as of December 31, 2015 that it has admitted assets in the amount of \$2,701,072,489, liabilities in the amount of \$703,930,939, and surplus of at least \$1,997,141,550.

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

*Mary Taylor*

Mary Taylor, Lt. Governor/Director







**Bureau of Workers' Compensation**

30 W. Spring St.  
Columbus, OH 43215

**Certificate of Ohio Workers' Compensation**

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

This certificate must be conspicuously posted.

Policy number and employer  
**449197-0**

Period specified below  
**07/01/2016 through  
06/30/2017**

**JAMES P FINNEGAN CONSTRUCTION INC  
5224 SETTLEMENT EAST RD  
SHELBY, OH 44875-9084**



[www.bwc.ohio.gov](http://www.bwc.ohio.gov)  
Issued by:

*Sarah...*  
Acting Administrator/CEO

You can reproduce this certificate as needed.

**Ohio Bureau of Workers' Compensation**

**Required Posting**

Effective Oct. 13, 2004, Section 4123.54 of the Ohio Revised Code requires notice of rebuttable presumption. Rebuttable presumption means an employee may dispute or prove untrue the presumption (or belief) that alcohol or a controlled substance not prescribed by the employee's physician is the proximate cause (main reason) of the work-related injury.

The burden of proof is on the employee to prove the presence of alcohol or a controlled substance was not the proximate cause of the work-related injury. An employee who tests positive or refuses to submit to chemical testing may be disqualified for compensation and benefits under the Workers' Compensation Act.



**Bureau of Workers' Compensation**

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

CITY OF MEDINA  
DISCLOSURE OF PERSONAL PROPERTY TAXES  
AFFIDAVIT - R.C. SECTION 5719.042

STATE OF OHIO        )  
                                  )  
COUNTY OF MEDINA    )

The undersigned, being first duly cautioned and sworn, says that

1. He/She is the PRESIDENT of JAMES P FINNEGAN CONSTRUCTION INC who made a bid for an improvement project or for the purchase of services and supplies for the City of Medina, Ohio, involving the competitive bid process;
2. He/She is familiar with R.C. Section 5719.042 and that he/she submits to the City Finance Director as the Taxing District fiscal Officer this statement under oath, that as the person with whom the municipal contract is to be made was not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which the taxing district known as the City of Medina has territory or that such person was charged with delinquent personal property taxes on any such tax list.

*(Strike out if not applicable)* This statement sets forth in full the amount of such due and unpaid delinquent taxes and any due and unpaid penalties and interest thereon as specified by R.C. Section 5719.042 by Exhibit "A" which is attached hereto and made part of this Affidavit.

3. If this statement indicates that the taxpayer was charged with any such taxes, a copy of the statement shall, with the permission of the taxpayer, which is hereby given, be transmitted by the Finance Director of the City of Medina to the County Treasurer within thirty (30) days of the date of this statement is submitted.
4. A copy of the statement shall also be incorporated into the contract between the City of Medina and the undersigned, and no payment shall be made with respect to any contract to which R.C. Section 5719.042 applies unless such statement has been so incorporated as part thereof.

JAMES P. FINNEGAN CONSTRUCTION INC  
Company Name

James P Finnegan  
Name of Signer

JAMES P. FINNEGAN  
Print Name

PRESIDENT  
Title

SWORN TO before me and subscribed in my presence this 28<sup>th</sup> day of August, 2016

[Signature]  
NOTARY PUBLIC

(NOTE: R.C. Section 5719.042 requires this disclosure to be submitted after the award but before the execution of a contract let by competitive bid. A copy of the statement must be incorporated into the contract; if not, no payment can be made.

If taxes are delinquent, the fiscal officer must forward a copy of the disclosure to the County Treasurer within thirty (30) days of submission.)

THIS AFFIDAVIT MUST BE PROPERLY SIGNED, NOTARIZED AND ATTACHED TO THE CONTRACT BEFORE ANY PAYMENT CAN BE MADE.

00340  
CORPORATE AFFIDAVIT

(To be executed if bidder is a corporation)

State of OHIO  
County of RICHLAND  
Bid Identification RENOVATIONS MEMORIAL POOL MEDINA, OHIO

DIANE A. METZGER, being first duly sworn, deposes that they  
Secretary of Corporation

are the Secretary of JAMES P. FINNEGAN CONSTRUCTION INC.  
Name of Corporation

a corporation organized and existing under and by virtue of the laws of the State of  
OHIO, and having its principal office at

5224 SETTLEMENT EAST RD. SHELBY, OHIO 44875

Affiant further states that they are familiar with the records, minute books and by-laws of  
JAMES P. FINNEGAN CONSTRUCTION INC.  
Corporation Name

Affiant further states that JAMES P. FINNEGAN is PRESIDENT  
Officer's Name Title

of the corporation and is duly authorized to sign a contract for

RENOVATIONS MEMORIAL POOL MEDINA, OHIO  
Project Description

for said corporation by virtue of RESOLUTION OF THE BOARD OF DIRECTORS  
Bylaws or Resolution of the Board of Directors

\* Diane A Metzger  
Affiant

Subscribed and sworn to, before me, this 4 day of August, 2016.

County of Richland, State of Ohio.

Seal of Notary

My Commission expires 05/20/2019.



JENNIFER  
YATES  
NOTARY PUBLIC,  
STATE OF OHIO  
My Commission  
Expires  
May 20, 2019

Jennifer Yates  
Notary Signature

CORPORATE AFFIDAVIT



Department of Administrative Services  
Equal Opportunity Division

**Approved  
Conditional**

## CERTIFICATE OF COMPLIANCE

James P. Finnegan Construction, Inc.  
5224 Settlement E. Rd.  
Shelby, OH 44875

Effective Dates: 7/13/2016 through 01/09/2017

The Equal Opportunity Division of the Ohio Department of Administrative Services (Division) hereby issues James P. Finnegan Construction, Inc. a Conditional Certificate of Compliance. The Conditional Certificate shall be in force for 180 days from the date of issuance.

Please be advised that as a holder of a Conditional Certificate of Compliance, the Division shall monitor and evaluate James P. Finnegan Construction, Inc.'s efforts to establish a more diverse work force in order to comply fully with the State of Ohio's specific requirements of work-site diversity on state funded construction projects.

Finally, be also advised that at the time James P. Finnegan Construction, Inc. applies for consideration of a new certification, the Division will fully evaluate not only James P. Finnegan Construction, Inc.'s efforts to establish a required diverse workforce, but also the actual results in establishing such a workforce.

A handwritten signature in black ink, appearing to read "Gregory L. Williams", is positioned above the printed name and title.

Gregory L. Williams  
Deputy Director  
State EEO Coordinator

*Service, Support, Solutions for Ohio Government*

*The State of Ohio is an equal opportunity employer.*

Equal Opportunity Division | 4200 Surface Road | Columbus, Ohio 43228  
Phone 614-466-8380 | FAX 614-728-5628 | Web: [www.das.ohio.gov/eod](http://www.das.ohio.gov/eod)

John Kasich, Governor  
Robert Blair, DAS Director  
Gregory L. Williams, Deputy Director

NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY

BIDDER AND SUBMITTED WITH BID

(Please print or type)

STATE OF OHIO )

COUNTY OF: RICHMOND ) ss:

I, (NAME) JAMES P. FINNEGAN, being first duly sworn, deposes and

says that he or she is (TITLE) PRESIDENT of

(COMPANY/FIRM) JAMES P. FINNEGAN CONSTRUCTION the party

making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

BIDDER (COMPANY/FIRM): JAMES P. FINNEGAN CONSTRUCTION INC

SIGNED: James P Finnegan

BY (NAME): JAMES P. FINNEGAN

TITLE: PRESIDENT

ADDRESS: 5224 SETTLEMENT EAST RD

SHELBY, OHIO 44875

Subscribed and sworn before me this 7 day of July, 20014.



JENNIFER YATES  
NOTARY PUBLIC,  
STATE OF OHIO  
My Commission Expires  
May 20, 2019

Jennifer Yates  
NOTARY PUBLIC

Notary Public in and for the State of Ohio

My commission expires: 5/20/2019



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

**DECLARATION REGARDING MATERIAL ASSISTANCE/NO ASSISTANCE TO A TERRORIST ORGANIZATION**

This form serves as a declaration of the provision of material assistance to a terrorist organization or organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List (see the Ohio Homeland Security Division Web site for reference copy of the Terrorist Exclusion List).

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, and financial services that are in excess of one hundred dollars, as well as 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 <b>FINN EGAN</b>		FIRST NAME <b>JAMES</b>		MI <b>P</b>
HOME ADDRESS <b>5224 SETTLEMENT EAST ROAD</b>				
CITY <b>SHELBY</b>	STATE <b>OHIO</b>	ZIP <b>44875</b>	COUNTY <b>RICHLAND</b>	
HOME PHONE <b>419 347 6509</b>		WORK PHONE <b>SAME</b>		

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

LAST NAME <b>FINNEGAN</b>		FIRST NAME <b>JAMES</b>		MI <b>P</b>
BUSINESS/ORGANIZATION NAME <b>JAMES P. FINNEGAN CONSTRUCTION INC</b>			PHONE <b>419 347 6509</b>	
BUSINESS ADDRESS <b>5224 SETTLEMENT EAST ROAD</b>				
CITY <b>SHELBY</b>	STATE <b>OHIO</b>	ZIP <b>44875</b>	COUNTY <b>RICHLAND</b>	

**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

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

**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 on page 1 of this declaration.

X  
APPLICANT SIGNATURE

*James P. Finnegan*

DATE

*8/3/16*

MEMORIAL PARK POOL RENOVATION  
LIST OF SUB CONTRACTORS

① PLUMBING

CENTRAL OHIO PLUMBING & HEATING

SCOTT EVANS 567 241 3896

FAX 419 525 5404

② ELECTRIC

STUDEN ELECTRIC

6656 REMLINGER ROAD

CRESTLINE, OHIO 44827

CHUCK STUDEN 419 683 3732 CELL 419 543 6882

FAX 419 683 1810

③ CONCRETE POUR LABOR.

UNDECIDED.