

IN THE COURT OF COMMON PLEAS
LICKING COUNTY, OHIO

COMPLETE GENERAL
CONSTRUCTION CO.
1221 E. Fifth Avenue
Columbus, Ohio 43219

Plaintiff,

v.

LICKING COUNTY BOARD OF
COMMISSIONERS
c/o Timothy E. Bubb
The Donald D. Hill County
Administrative Building
20 South Second Street
Newark, Ohio 43055

Defendant.

CASE NO. 26CV01539

JUDGE WDB

OLIVIA C. PARKINSON
CLERK

2026 JUL 31 AM 9:11

CLERK COMMON
PLEAS COURT
LICKING CO. OHIO

Also Serve:

OHIO DEPARTMENT OF
TRANSPORTATION
Pamela Boratyn, Director
1980 West Broad Street
Mail Stop 1500
Columbus, Ohio 43223

VERIFIED COMPLAINT FOR DECLARATORY JUDGMENT
AND FOR TEMPORARY, PRELIMINARY, AND
PERMANENT INJUNCTIVE RELIEF

For its Verified Complaint against the Licking County Board of Commissioners
(hereinafter the "County", "Franklin County", or the "Board"), Complete General ("Complete
General") states as follows:

PARTIES

1. Complete General is an Ohio corporation, with its principal place of business located in Columbus, Franklin County, Ohio at the address identified in the caption above.
2. Complete General is in the business of, among other things, development, general contracting, construction management, and construction services.
3. Licking County is a political subdivision of the State of Ohio. Its chief administrative body is the Licking County Board of Commissioners.
4. The Board has the authority to enter into construction contracts for the benefit of Licking County.

JURISDICTION AND VENUE

5. The events that give rise to this Complaint occurred in connection with competitive bids prepared and submitted by Complete General to the Board on a public construction project: Columbus Road Bridge Rehabilitation Project (LIC-CR0539B-00.19, PID 121116) (the "Project").
6. Venue is proper in this Court in that the Board resides in Licking County, and all of Complete General's claims for relief arose in connection with the Project, which is located in Licking County.
7. An actual controversy exists regarding the legal rights and relationships between the parties in this action.

GENERAL ALLEGATIONS

8. This case arises out of the Board's abuse of discretion in refusing to award the contract for the Project to Complete General.

9. The Board abused its discretion by awarding the Project to Suburban Maintenance and Construction, Inc. (“Suburban Maintenance”) whose bid did not meet the Small Business Enterprise (“SBE”) participation goal for the Project.

10. Absent the County’s abuse-of-discretion, Complete General was the lowest and best bidder and would have been awarded the contract for the Project.

STATEMENT OF FACTS

11. The Project is a 4.5 million dollar, federally funded, rehabilitation project on the bridge from Cherry Street to Columbus Road. The Project consists of removing and replacing the current “shoulder”, which includes the curbs, sidewall and guardrails, and the rebuilding of the connections between the I-beams supporting the bridge deck and resurfacing the bridge deck.

12. The Project is a publicly funded project and subject to Ohio’s competitive bidding laws.

13. On or around April 28, 2026, the County issued an Invitation To Bid the Project (“Invitation to Bid”). A true and accurate copy of the Invitation to Bid is attached as Exhibit 1.

14. According to the Invitation to Bid, contracts for the Project would “be awarded to the Lowest and Best Bidder”.

15. In the Invitation to Bid, the County identified a 10% Small Business Enterprise (“SBE”) participation goal.

16. Bids were opened on May 19, 2026, and it was determined that Suburban Maintenance was the lowest bidder and Complete General was the second lowest bidder.

17. Suburban Maintenance’s bid did not meet the SBE participation goal and instead relied upon the Good Faith Efforts process.

18. Complete General’s bid met all qualifications specified in the Invitation to Bid.

19. ODOT violated PN014 of the Administrative Reconsideration Process when it held an in-person, ex-parte evidentiary proceeding with Suburban Maintenance in which competing bidders were excluded from attending.

20. On July 30, 2026, the Board announced its intention to award the contract for the Project to Suburban Maintenance even though Suburban Maintenance's bid did not meet the SBE goal.

LICKING COUNTY ABUSED ITS DISCRETION

21. The public has an interest that public projects, funded by taxpayer dollars, are constructed for the lowest price reasonably attainable by the most qualified contractor, and that public entities contracting for such projects comply with Ohio's competitive bidding laws.

22. Despite being bound to look out for the best interest of the Licking County taxpayers, the Board failed to exercise sound discretion when it violated PN014 and improperly held an in-person, ex-parte evidentiary proceeding with Suburban Maintenance where competing bidders were excluded from attending.

COUNT ONE **(DECLARATORY JUDGMENT)**

23. Colmplete General incorporates, as if fully re-written herein, the allegations contained in paragraphs 1 through 22, above.

24. An actual controversy exists between Complete General and the County.

25. Pursuant to the County's Instructions to Bidders, the County was required to award the contract to the "lowest and best" bidder, who submitted a bid that met all bidding criteria.

26. Licking County abused its discretion, violated Ohio's competitive bidding laws, and acted in bad faith to the prejudice of Complete General, by relying upon post hoc, ex parte information.

27. It is now known, from limited public records responses, that post hoc, ex parte information was provided unconstitutionally, which changed the bid analysis. (Exhibit 2)
28. The ex-parte post bid communications with Suburban Maintenance, where additional information was supplied, was a violation of public bidding transparency requirements and Complete General's due process rights.
29. Therefore, Licking County failed to exercise sound discretion with respect to the manner in which it applied its bid-evaluation criteria on the Project.
30. Licking County abused its discretion when it wrongfully awarded the contract to a contractor, Suburban Maintenance, whose bid did not meet the SBE goal identified in the Invitation to Bid.
31. Any contract Licking County has awarded, or will award, on the Project is void.

COUNT TWO
(PRELIMINARY AND PERMANENT INJUNCTIVE RELIEF)

32. Colmplete General incorporates, as if fully re-written herein, the allegations contained in paragraphs 1 through 31, above.
33. Complete General has a clear legal right to demand all bids submitted for the Project be reviewed under the standards set forth in Ohio's competitive bidding laws.
34. There is a substantial likelihood that Complete General will prevail on its action for Declaratory Judgment, which cannot be reasonably disputed.
35. There is the very substantial risk of irreparable harm to the taxpayers of Licking County and to Complete General if Preliminary and Permanent Injunctive Relief is not granted.
36. In contrast, the Board nor any other party will be harmed if Preliminary and Permanent Injunctive Relief is granted.
37. The public interest is served by granting Preliminary and Permanent Injunctive Relief.

38. Without the granting of Preliminary and Permanent Injunctive Relief, there is no adequate remedy at law.

39. Complete General is therefore entitled to immediate, temporary, preliminary and permanent injunctive relief as follows:

- a. Enjoining an execution of the contract for the Project or performance of same until resolution;
- b. Maintaining the status quo until resolution of this dispute.

WHEREFORE, Complete General demands the following relief:

1. As to Count One, Complete General is entitled to a declaration that the County the County abused its discretion and violated Ohio's competitive bidding laws when it violated PN014 and improperly held an in-person, ex-parte evidentiary proceeding with Suburban Maintenance in which competing bidders were excluded from attending, and as a result, any contract awarded is void; and
2. As to Count Two, Complete General is entitled to Temporary Preliminary and Permanent Injunctive Relief; and
3. The costs of this action, including its reasonable attorneys fees; and
4. Such other relief, both legal and equitable, as this Court deems just and proper.

Respectfully submitted,



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And

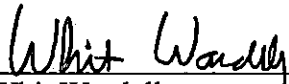
Jameson K. George (0088000)
**COMPLETE GENERAL
CONSTRUCTION CO.**
1221 E. Fifth Avenue
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T: (614) 258-9515
E-mail: Jam.George@completegeneral.com

VERIFICATION

STATE OF OHIO)
) ss:
COUNTY OF FRANKLIN)

I, Whit Wardell, on behalf of Complete General Construction Co., hereby state that the foregoing facts contained in this Verified Complaint are true to the best of my knowledge, information, and belief.

COMPLETE GENERAL CONSTRUCTION CO.

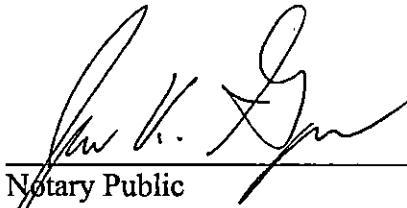


Whit Wardell

Sworn to before me and subscribed in my presence this 30th day of July 2026.



Jameson K. George
Attorney At Law
Notary Public, State of Ohio
Sec. 147.03 R.C.



Notary Public