

Ashville, Ohio
Founded 1882

Prepared by:
Christopher M. Tebbe, P.E.
Tebbe Civil Engineering, LLC
4700 Lakehurst Ct, Suite 135
Dublin, Ohio 43016

For:
Village of Ashville, Ohio
200 E. Station Street, Ashville, Ohio 43065
Phone: (740) 983-6367
Charles K. Wise, Mayor

INVITATION FOR BID

2021 CENTER ALLEY STORMWATER OUTFALL REPAIR

BID OPENING DATE: FRIDAY, JUNE 4, 2021 AT 11:00 AM, LOCAL TIME

Fillmore Construction LLC

Company Name Submitting Bid

11741 St. Rt. 72

Street Address

Leesburg, Oh 45135

City, State, Zip

937-780-1301

Telephone Number

Appendix A

Documents to be Submitted with Bid

CONTRACTOR'S QUALIFICATION STATEMENT

On a separate sheet, the bidder is required to state the following in full detail as will enable the Owner to judge its responsibility, experience, skill and financial standing to meet the obligations of the Contract.

ORGANIZATION

- (a) Number of years your organization has been in business as a Contractor. 26+
- (b) Number of years your organization has been in business under its present business name. List any other or former names your organization has operated under. N/A
- (c) If your organization is a corporation, list the following: date of incorporation, state of incorporation, President's name, Vice President's name(s), Secretary's name and Treasurer's name. If not applicable, state "not applicable." N/A
- (d) If your organization is a partnership, list the following: date of organization, type of partnership (if applicable) and name(s) of general partner(s). If not applicable, state "not applicable." N/A
- (e) If your organization is individually owned, list the following: date of organization and name of owner. If not applicable, state "not applicable." N/A
- (f) If the form of your organization is other than those listed above, describe it and name the principals. If not applicable, state "not applicable." LLC - Fred Cox - Operations Manager
Thomas Fillmore - General Manager

LICENSING

- (a) List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable. N/A
- (b) List jurisdictions in which your organization's partnership or trade name is filed. N/A

EXPERIENCE

- (a) List the categories of work that your organization normally performs with its own forces. Trucking, Site, Utilities, Paving, Concrete, Seeding, Signage, Traffic Control
- (b) List all details of any work your organization has failed to complete. If none, state "none." NONE
- (c) List any Claims that your organization or any of its officers have initiated, any Claims initiated against your organization or any of its officers, any mediation or arbitration proceedings or lawsuits related to any contract your organization or any of its officers have been involved in or is currently involved in, or any judgements or awards outstanding against your organization or any of its officers within the last five (5) years. Please attach details for each Claim, including the names and telephone numbers of the persons who are parties, the amount of the Claim, the type of Claim and basis for the Claim, and the outcome. If none, state "none." NONE

Note: As used in this document "Claim" means a Claim initiated under the Contract Documents for a contract.

- (d) List any officer or principal of your organization that has ever been an officer or principal of another organization when it failed to complete a contract within the last five (5) years. Please attach details for each instance, including the names and telephone numbers of the persons who are parties to the contract, and the reason(s) the contract was not completed. If none, state "none." NONE
- (e) List contracts your organization has in progress with an original contract sum of more than \$100,000.00, giving the name of contract, owner and its telephone number, design professional and its telephone number if applicable,

See attached

contract amount, percent complete and scheduled completion date. State total amount of work in progress and under contract. If none, state "none."

- (f) Provide the following information for each contract your organization has had during the last five (5) years, including current contracts, where the contract sum is fifty percent (50%) or more of the bid amount for this Contract, including add alternates: name of contract, scope of work, contract sum, name of owner's representative and owner's telephone number.

See attached

Note: If there are more than ten (10) of these contracts, only provide information on the most recent ten (10) contracts, including current contracts.

- (g) Provide the following information for each contract your organization has had during the last five (5) years, which your organization believes is of comparable or greater size and complexity than the Owner's contract: name of contract, scope of work, contract sum, name of owner's representative and owner's telephone number.

Note: If there are more than five (5) of these contracts, only provide information on the most recent five (5) contracts, including current contracts.

See attached

- (h) State the average annual amount of contracts your organization has performed during the last five (5) years. *\$7-10 million*

- (i) If any of the following members of your organization's management, president, chairman of the board, or any director, operates or has operated another company during the last five (5) years, identify the member of management and the name of the company. If none, state "none." *NONE*

- (j) If your organization is operating under a trade name registration with the Secretary of State for the State of Ohio, identify the entity for which the trade name is registered. If none, state "none." *NONE*

- (k) If your organization is a division or wholly owned subsidiary of another entity or has another relationship with another entity, identify the entity of which it is a division or wholly-owned subsidiary or with which it has another relationship and also identify the nature of the relationship. If none, state "not applicable." *NA*

- (l) List the education, training and experience for each person who will fill a management role on the Contract, including without limitation the Contract Executive, Contract Manager and Contract Superintendent. For each person listed, include with the other information the last three contracts on which the person worked and the name and telephone number of the owner. *upon request*

REFERENCES

- (a) List all trade references. *- upon low bid*
(b) List all bank references. *- Merchant Bank Wrist Puff Credit Union*
(c) List the name of your surety bonding company along with the name and address of your surety agent.

FINANCING

- (a) Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items: current assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses), net fixed assets, other assets, current liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes) and other liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).
- (b) List the name and address of the firm preparing attached financial statement, and date thereof.

Upon Apparent Low Bid A, B, C, D Financing

(c) State if the attached financial statement for the identical organization is named on page one. If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-sub subsidiary).

(d) State if the organization whose financial statement is attached will act as guarantor of the Contract.

CERTIFICATION

The undersigned certifies for the reliance of the Owner that after diligent investigation, to the best of the undersigned's belief, the information provided with this Contractor's Qualification Statement is true, accurate and not misleading.

Fillmore Construction LLC

Company Name

Fred Cox Signature 6-4-21 Date

Fred Cox Operations Manager
Printed Name and Title

Fred Cox, being duly sworn, deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Sworn to and subscribed in my presence this 4 day of June, 20 21.

Amy C Cox
Notary Public



AMY C. COX
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
March 6, 2022

STATEMENT OF BIDDERS QUALIFICATIONS

FILLMORE CONSTRUCTION LLC AT 11741 STATE ROUTE 72 LEESBURG, OHIO 45135 HAS BEEN IN BUSINESS FOR OVER 26 YEARS.

FILLMORE CONSTRUCTION LLC HAS ADEQUATE MACHINERY, EQUIPMENT AND PERSONNEL TO COMPLETE THIS JOB IN A TIMELY FASHION.

FILLMORE CONSTRUCTION LLC BANKS AT WRIGHT PATT CREDIT UNION AND MERCHANTS NATIONAL BANK AND HAS THE FINANCIAL MEANS FOR COMPLETION OF THIS PROJECT.

FILLMORE CONSTRUCTION LLC IS AN ODOT APPROVED CONTRACTOR AND HAS WORK FOR VARIOUS GOVERNMENT ENTITIES.

*MORE DETAILED INFORMATION CAN BE PROVIDED UPON REQUEST

FILLMORE CONSTRUCTION LLC

11741 STATE ROUTE 72
LEESBURG, OHIO 45135
PHONE: 937-780-1301

JOB REFERENCES

US 50 Drainage Improvements
Village of Owensville
\$329,005.00
Nick Selhorst – Choice One Engineering
513-239-8554

Trisler Road
Franklin Township Trustees
\$387,674.40
Nick Selhorst – Choice One Engineering
513-239-8554

City of Wilmington
Nelson Avenue Box Culvert
2019 Street Paving Program
Miscellaneous Other Work
\$2,500,000.00
Jerry Runk
937-302-6923

Clermont Co. Transportation Improvement District
SR125 Improvement Village of Amelia
\$1,955,650.76
Nick Selhorst – Choice One Engineering
513-239-8554

Union Village Development
SR 63 & SR 741 Roadway Improvements
\$1,068,468.00
Matt Obringer
937-545-0287

City of Washington Court House
Miscellaneous Project
Gary Dean
740-572-0778

Village of Yellow Springs
Miscellaneous Project
Jonnie Burns
937-767-8649

Job Name	Contract Amount	% Complete
Village of Williamsburg - Gay Street Reconstruction	\$ 1,287,917.90	100%
Miami Twp. Green County Ohio - Miami Twp. Fire Rescue Station 81 32A Site Work	\$ 545,196.00	100%
City of Wilmington - Street Paving	\$ 961,362.59	100%
Pickaway County Board of Commissioners - New Airport Hanger	\$ 68,000.00	100%
ODOT - Project 190618	\$ 288,820.00	100%
City of Loveland - 2020 Street Repair	\$ 620,384.93	100%
Fayette County Commissioners - Bluegrass Blvd.	\$ 3,878,111.00	98%
Western Water Company - New Administration Facility	\$ 325,880.00	100%
Village of Clarksville - Spring Hill Road Reconstruction	\$ 369,367.50	100%
Pickaway County Park District - OH3-20-001 Pickaway Trails West	\$ 515,391.00	100%
Port William - Liberty Twp. Fire/EMS Station 2A Sitework	\$ 128,872.00	98%
Port William - Liberty Twp. Fire/EMS Station 2B Sanitary	\$ 53,750.00	100%
ODOT - Project 108176 Clermont County Slide Repair	\$ 356,000.00	100%
Madison County - Street Improvements	\$ 88,826.00	100%
Village of Winchester - Main St. Drainage and Sidewalk	\$ 717,941.30	90%
Village of Kingston - Paving Various Streets	\$ 140,872.00	100%
Jackson County Commissioners - Paving Project	\$ 64,980.00	100%
Village of Neville - Forest Street and Walnut Widening	\$ 232,118.00	70%
ODOT - Pike County	\$ 298,659.00	100%
Village of Batavia - 2020 Asphalt Pavement Resurfacing	\$ 349,605.00	100%
Village of Mechanicsburg - Street Repairing	\$ 197,844.00	100%
Massie Twp. Board of Trustees - Brooks Carroll/Collett Road	\$ 196,857.00	20%
Village of Octa - 380' Paving	\$ 48,575.00	100%
Terracon Construction - Duke Energy Columbus IN	\$ 383,172.00	100%
City of Wilmington - 2020 City Street Improvements	\$ 1,522,965.00	90%
Greene County Engineer - Cottonville Rd. Drainage Improvement Project	\$ 687,730.00	50%
Fayette County Commissioners - 2021 Fayette County Paving Program	\$ 907,120.00	0%
Village of Chilo - Chilo Street Improvements	\$ 88,829.00	50%
Village of Russia - 2021 Street Maintenance	\$ 119,575.00	0%
Pickaway County Commissioners - Turner Drive Reconstruction	\$ 347,740.00	10%
	\$ 10,643,790.22	

SUBCONTRACTORS LIST

The bidder is required to state, in detail, in the space provided below, the name, address, experience and the work to be performed by subcontractors in this Contract, including approximate percentage of the Contract cost by subcontractor. If no subcontractors are to be used, so state.

Note: The bidder shall perform within its own organization, work amounting to not less than fifty percent (50%) of the total Contract cost.

NONE

CORPORATE AFFIDAVIT

To be filled in and executed if the contractor is a corporation.

STATE OF _____,

COUNTY OF _____, ss:

_____, being first duly sworn, deposes and says that he or she is
Secretary of _____

a corporation organized and existing under and by virtue of the laws of the state of _____

and having its principal office at: _____ (Address),

_____ (City), _____ (County), _____ (State)

Affiant further says he or she is familiar with the records, minutes, books and by-laws of:

_____ (Name of Corporation).

Affiant further says that _____ (Name of Officer),

_____ (Title) of the Corporation is duly authorized to sign the Contract for the

_____ (Contract)

for said Corporation by virtue of _____

(state whether a provision of by-laws or a resolution of the Board of Directors),

_____ (if by resolution, give date of adoption).

Signature

Sworn to and subscribed in my presence this _____ day of _____, 20_____.

Notary Public

My Commission Expires: _____

Seal:

**CONTRACTOR'S PERSONAL PROPERTY TAX AFFIDAVIT
(O.R.C § 5719.042)**

STATE OF Ohio

COUNTY OF Highland, ss:

Fred Cox, Affiant, being first duly sworn, deposes and says:

1. I am the Operations Manager (Title) of Fillmore Construction LLC (Contractor)

2. The Contractor's offices are located at 11741 St. Rt. 72
Leesburg, Oh 45135

3. I am the Contractor's duly authorized representative for making this affidavit.

4. Effective this 4 day of June, 20 21, the Contractor:

() is charged with delinquent personal property taxes on the general list of personal property as set forth below:


County	Amount (include total amount, with penalties and interest thereon)
_____ County	\$ _____
_____ County	\$ _____
_____ County	\$ _____

(X) is not charged with delinquent personal property taxes on the general list of personal property in any Ohio county.

Fred Cox

Affiant Signature

Sworn to and subscribed in my presence this 4 day of June, 20 21.


Notary Public
My Commission Expires _____

Seal:

NON-COLLUSION AFFIDAVIT

NAME OF PROJECT 2021 Center Alley Stormwater Outfall Repair

STATE OF Ohio

COUNTY OF Highland, ss:


Fred Cox, Contractor, being first duly sworn, deposes and says that he or she is

Operations Manager (sole owner, a partner, president, secretary, etc.) of

Fillmore Construction LLC, the party making the foregoing bid; that such bid is 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 sham; that said 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 any one shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix any overhead, profit, or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the Owner awarding the Contract to anyone interested in the proposed Contract; that all statements contained in such bid are true; and further, that said bidder has not, directly or indirectly, submitted its 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 in connection therewith, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in its general business.

Fred Cox
Signature

Sworn to and subscribed in my presence this 4 day of June, 2021.

Notary Public Amy C. Cox
My Commission Expires March 6, 2022
Seal: 

NON-DISCRIMINATION AFFIDAVIT

THIS AFFIDAVIT IS TO BE FILLED OUT AND EXECUTED BY THE BIDDER: IF THE BID IS MADE BY A CORPORATION, THEN BY ITS PROPERTY AUTHORIZED AGENT.

NAME OF PROJECT 2021 Center Alley Stormwater Outfall Repair

The Contractor agrees that in the hiring of employees for the performance of work, under this Contract or any Subcontractor, no contractor, subcontractor, or any person acting on his behalf shall, by reason of race, creed, color, or sex, discriminate against any citizens of the State in the employment of labor or workers who is are qualified and available to perform the work involved within the contract.


The Contractor agrees that no contractor, Subcontractor, or any person on his behalf, shall in any manner discriminate or intimidate any employee hired for the performance of work under this Contract on account of race, creed, color, or sex.

Fred Cox
Signature of Authorized Agent

6-4-21
Date

Operations Manager
Title

Sworn to and subscribed in my presence this 4 day of June, 20 21.

Amy C. Cox
Notary Public
My Commission Expires
Seal:  Amy C. COX
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
March 6, 2022

ESCROW WAIVER

Fillmore Construction LLC (Contractor), waives the requirements of Sections 153.13, 153.14 and 153.63 of the Ohio Revised Code that an escrow account be established relating to the Contract and that interest be paid on retainage.


Signature

Sworn to and subscribed in my presence this 4 day of June, 2021.


Notary Public
My Commission Expires _____
Seal: 

**BID GUARANTY AND
CONTRACT BOND**

(SECTION 153.571 OHIO REVISED CODE)

KNOW ALL MEN BY THESE PRESENTS, That we, Fillmore Construction LLC, as Principal and Nationwide Mutual Insurance Company as Surety, are hereby held and firmly bound unto: Village of Ashville 200 East Station Street Ashville, Ohio 43103 as Oblige in the penal sum of the dollar amount of the bid submitted by the Principal to the Oblige on June 4, 2021 to undertake the Project known as: 2021 Center Alley Stormwater Outfall Repair.

The penal sum referred to herein shall be the dollar amount of the Principal's bid to the Oblige, incorporating any additive or deductive alternate proposals made by the Principal on the date referred to above to the Oblige, which are accepted by the obligee, in no case shall the penal sum exceed the amount of _____

dollars (\$ _____)

(If the above line is left blank, the penal sum will be full amount of the Principal's bid, including alternates. Alternatively, if completed, 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 on the above referred project: as: 2021 Center Alley Stormwater Outfall Repair.


NOW, THEREFORE, if the Oblige 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 Principal pays to the Oblige 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 Oblige may in good faith contract with next lowest bidder to perform the work covered by the bid; or in the event the Oblige does not award the contract to the next lowest bidder and resubmits the project for bidding the Principal will pay the Oblige 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 bidder's whichever is less, then this obligation shall be void, otherwise to remain in full force and effect. If the Oblige accepts the bid of the Principal and the Principal with 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; and

IF THE SAID Principals shall well and faithfully perform each and every condition of such contract; and indemnify the Oblige against all damage suffered by failure to perform such contract according to the provisions thereof and in accordance with the plans, details, specification, and bills of material therefor; 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 materialmen or laborer having a just claim, as well as for the Oblige 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 modification, omissions, or additions, in or to the terms of said contract or in or to the plans and specifications therefore shall in any wise affect the obligations of said Surety on this bond, and it does hereby waive notice of any such modifications, omissions or additions to the terms of the contract or to the work or to the specifications.

SIGNED AND SEALED this 27th day of May 2021.

PRINCIPAL:


BY: Fred Cox
TITLE: Operations Manager

SURETY:

Nationwide Mutual Insurance Company
By: 
Robert J. Ludwig Jr./ Attorney-in-Fact

SEC. 9.32 REQUIRES AWARDED AUTHORITIES, SIMULTANEOUSLY WITH NOTICE OF AWARD TO CONTRACTOR, TO GIVE WRITTEN NOTICE TO SURETY AND AGENT.

SURETY COMPANY ADDRESS:
1100 LOCUST ST.
DES MOINES, IA 50391

SURETY AGENTS ADDRESS:
RJI Insurance Group
3540 Blue Rock Rd. Suite 7
Cincinnati, Ohio 45239

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

ROBERT J LUDWIG, JR., ROBERT J LUDWIG, SR., CHRISTIE M BROWN, BROOKE A CRESAP

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

TEN MILLION AND NO/100 DOLLARS (\$10,000,000.00)

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 27th day of February, 2019.

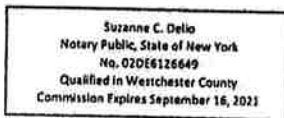
Antonio C. Albanese

Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK, COUNTY OF NEW YORK: ss

On this 27th day of February, 2019, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Suzanne C. Delio
Notary Public
My Commission Expires
September 16, 2021

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 27th day of May, 2021

Laura B. Guy

Assistant Secretary



Issued 06/03/2020

Effective 07/01/2020

Expires 06/30/2021

I, Jillian Froment, 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

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

NATIONWIDE MUTUAL INSURANCE COMPANY certified in its annual statement to this Department as of December 31, 2019 that it has admitted assets in the amount of \$36,051,198,485, liabilities in the amount of \$22,761,969,120, and surplus of at least \$13,289,229,365.

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 Jillian Froment.

Jillian Froment, Director



Effective Date: April 14, 1926

Expiration Date: June 30, 2021

State of Ohio
Department of Insurance
Certificate of Authority

This is to Certify, that

NATIONWIDE MUTUAL INSURANCE COMPANY

NAIC No. 23787

is organized under the laws of this State as of December 26, 1925 and is authorized to issue policies and transact business under the following section(s) of the Ohio Revised Code:

Section 3929.01 (A)

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

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



Mike DeWine, Governor

Jillian Froment, Director

**NATIONWIDE MUTUAL INSURANCE COMPANY
AND SUBSIDIARIES AND AFFILIATES**

Consolidated and Combined Statutory Statements of Admitted Assets, Liabilities and Surplus

(In millions)	December 31,	
	2020	2019
Admitted assets		
Invested assets		
Bonds	\$ 17,725	\$ 17,249
Stocks	8,352	8,031
Mortgage loans, net of allowance	1,892	2,126
Owner occupied real estate, at cost (less accumulated depreciation of \$457 and \$453 as of December 31, 2020 and 2019, respectively)	404	454
Cash, cash equivalents and short-term investments	1,187	718
Other invested assets	5,357	4,914
Total invested assets	\$ 34,917	\$ 33,492
Premiums in course of collection	4,182	4,079
Accrued investment income	135	143
Corporate-owned life insurance	1,580	1,506
Deferred federal income tax asset	1,990	1,764
Other assets	963	1,159
Total admitted assets	\$ 43,767	\$ 42,143
Liabilities and surplus		
Liabilities		
Losses and loss expense reserves	\$ 14,792	\$ 14,189
Unearned premiums	7,972	7,718
Accrued expenses and taxes, other than federal income taxes	803	692
Agents' security compensation plan reserve	1,085	1,146
Other liabilities	2,630	2,650
Total liabilities	\$ 27,282	\$ 26,395
Surplus		
Surplus notes, net of unamortized issue discount of \$9 and \$7 as of December 31, 2020 and 2019, respectively	\$ 3,545	\$ 2,197
Unassigned surplus	12,940	13,551
Total surplus	\$ 16,485	\$ 15,748
Total liabilities and surplus	\$ 43,767	\$ 42,143

Certification

I, Jennifer Kemp, VP, Controller, do hereby certify that the foregoing is a true and correct statement of the statutory balance sheet of said Corporation as of December 31, 2020 and 2019 to the best of my knowledge and belief.

Jennifer Kemp

Jennifer Kemp



JEFFREY BOYD
Notary Public, State of Ohio
My Commission Expires 08-22-2021

Jeffrey Boyd

3-25-2021

BID FORM

Having carefully reviewed the Information and Requirements for Bidders, Drawings, Specifications and other Contract Documents for the Project including having also received, read, and taken into account any Addenda and likewise having inspected the site and the conditions affecting and governing the Project and confirmed the location of the site utilities and all existing structures, the undersigned hereby proposes to furnish all materials and to perform all labor, as specified and described in the said Specifications and/or as shown on the said Drawings for all Work necessary to complete the Project on a timely basis and in accordance with the Contract Documents regardless of whether expressly provided for in such Specifications and Drawings.

Before completing the Bid Form, the undersigned represents that it has carefully reviewed the full bid package, including but not limited to; Construction Drawings, Maps, Project Specifications, and all other Contract Documents. Failure to comply with provisions of the Contract Documents may be cause for disqualification of the bid.

If the undersigned is notified of bid acceptance, it agrees to furnish required bonds and agrees to execute the Owner-Contractor Agreement in the form included in the Contract Documents and to furnish all equipment, labor and materials to complete the said work as required by the Contract Documents. If the undersigned shall fail to furnish required bonds as indicated in the Information and Requirements for Bidders, then the Owner, in its sole discretion, may determine that the undersigned had abandoned the Contract and thereupon its bid shall be null and void and the bond accompanying its bid shall be forfeited to and become the property of the Owner, otherwise the bond accompanying its bid shall be returned to the undersigned on demand.

BIDDER CERTIFICATIONS. The Bidder hereby acknowledges that the following representations in this bid are material and not mere recitals:

1. The Bidder acknowledges that this is a public project involving public funds, and that the Owner expects and requires that each successful Bidder adhere to the highest ethical and performance standards. The Bidder by submitting its bid pledges and agrees that (a) it will act at all times with absolute integrity and truthfulness in its dealings with the Owner and the Design Professional, (b) it will use its best efforts to cooperate with the Owner and the Design Professional and all other Contractors on the Project and at all times will act with professionalism and dignity in its dealings with the Owner, Design Professional and other Contractors, (c) it will assign only competent supervisors and workers to the Project, each of whom is fully qualified to perform the tasks that are assigned to him/her, and (d) it has read, understands and will comply with the terms of the Contract Documents.
2. The Bidder represents that it has had a competent person carefully and diligently review each part of the Contract Documents, including the Divisions of the Specifications and parts of the Drawings that are not directly applicable to the Work on which the Bidder is submitting its bid. By submitting its bid, each Bidder represents and agrees, based upon its careful and diligent review of the Contract Documents, that it is not aware of any conflicts, inconsistencies, errors or omissions in the Contract Documents for which it has not notified the Design Professional in writing at least seven (7) days prior to the bid opening. If there are any such conflicts, inconsistencies, errors or omissions in the Contract Documents, the Bidder (i) will provide the labor, equipment or materials of the better quality or greater quantity of Work; and/or (ii) will comply with the more stringent requirements. The Bidder will not be entitled to any additional compensation for any conflicts, inconsistencies, errors or omissions that would have been discovered by such careful and diligent review, unless it has given such prior written notice to Design Professional.
3. The Bidder represents that it has had a competent person carefully and diligently inspect and examine the entire site for the Project and the surrounding area, including all parts of the site applicable to the Work for which it is submitting its bid, including the location, condition and layout of the site and the location of utilities, and carefully correlate the results of the inspection with the requirements of the Contract Documents. The Bidder agrees that its bid shall include all costs attributable to site and surrounding area conditions that would have been discovered by such careful and diligent inspection and examination of the site and the surrounding

area, and the Bidder shall not be entitled to any Change Order, additional compensation, or additional time on account of conditions that could not have been discovered by such an investigation.

4. The Bidder represents, understands and agrees that a) the Change Proposal and Claim procedures in the Modified Standard General Conditions are material terms of the Contract Documents, b) if it has a Change Proposal or Claim, it will have its personnel provide complete and accurate information to complete and submit the Change Proposal and / or Statement of Claim form on a timely basis, c) the proper completion and timely submission of a Change Proposal or Statement of Claim form is a condition precedent to any change in the Contract Sum or the Contract Time(s), and d) the proper and timely submission of the Change Proposal or Statement of Claim form provides the Owner and the Design Professional with necessary information so that the Owner may investigate the Claim and mitigate its damages.
5. The Bidder represents that the bid contains the name of every person interested therein and is based upon the Standards specified by the Contract Documents.
6. The Bidder and each person signing on behalf of the Bidder certifies, and in the case of a bid by joint venture, each member thereof certifies as to such member's entity, under penalty of perjury, that to the best of the undersigned's knowledge and belief: (a) the Base Bid, any Unit Prices, Lump Sum Items, and any Alternate bids in the bid have been arrived at independently without collusion, consultation, communication or agreement, or for the purpose of restricting competition as to any matter relating to such Base Bid, Unit Prices, Lump Sum Items, or Alternate bids with any other Bidder; (b) unless otherwise required by law, the Base Bid, any Unit Prices, Lump Sum Items, and any Alternate bids in the bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to the bid opening, directly or indirectly, to any other Bidder who would have any interest in the Base Bid, Unit Prices, Lump Sum Items, or Alternate bids; (c) no attempt has been made or will be made by the Bidder to induce any other Person to submit or not to submit a bid for the purpose of restricting competition; and (d) the statements made in this Bid Form are true and correct.
7. The Bidder will execute the form of Owner-Contractor Agreement in the form included with the Contract Documents, if a Contract is awarded on the basis of this bid, and if the Bidder does not execute the Contract Form for any reason, other than as authorized by law, the Bidder and the Bidder's Surety are liable to the Owner.
8. The Bidder certifies that upon the award of a Contract, the Contractor will ensure that all of the Contractor's employees, while working on the Project site, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.
9. The Bidder agrees to furnish any information requested by the Design Professional or the Owner's authorized representative to evaluate that the Bidder is the best bidder and that the bid is responsive to the specifications.
10. The Bidder certifies that it has no unresolved findings for recovery issued by the Auditor of State.
11. The Bidder certifies that it is aware of and in compliance with the requirements of Ohio Revised Code Section 3517.13 regarding campaign contributions.

BID TAB

Include the cost of all labor and material for the bid items listed below. Bidder is to fill in all blanks related to the bid items for which a bid is being submitted. If there is a difference between the total bid amount and the total of the individual amounts for labor and materials stated under a bid item, the total of the individual amounts shall be the amount deemed to be inserted in the blank for the total labor and materials for each bid item. If there is an inconsistency or conflict in the bid amount, the lowest amount shall control, whether expressed in numbers or words.

The pricing of the alternate is mandatory. The Owner may select the base bid only, or a combination of the base bid with the alternate bid to determine the lowest and best bidder.

Name of Project: 2021 Center Alley Stormwater
Outfall Repair

Contractor: Fillmore Construction LLC
11741 St. Rt. 72

Address: Leesburg Oh 45135

Bid Opening: June 4, 2021

Phone Number: (937) 780 - 1301

Bid Items						
Ref #	Item #	Description	Qty	Unit	Unit Price (Material and Labor)	Bid Price
1	201	Clearing and Grubbing, As Per Plan	1	LS	3,500.00	\$ 3,500.00 -
2	201	Tree Removed, 18" Size	1	EA	1,500.00	\$ 1,500.00 -
3	202	Pipe Removed	20	LF	100.00	\$ 2,000.00 -
4	202	36" Pipe Filled in Place W/Cement Grout	137	LF	50.00	\$ 6,850.00 -
5	207	Filter Fabric Sediment Fence	700	LF	3.00	\$ 2,100.00 -
6	207	Stabilized Construction Entrance	1	EA	2,500.00	\$ 2,500.00 -
7	601	Rock Channel Protection, Type B	152	CY	180.00	\$ 27,360.00 -
8	601	Riprap, Type A	130	SY	200.00	\$ 26,000.00 -
9	604	Manhole Type "C", AA-S102 W/72" Base	1	EA	5,000.00	\$ 5,000.00 -
10	604	Endwall, AA-S169	1	EA	5,000.00	\$ 5,000.00 -
11	624	Mobilization	1	LS	3,300.00	\$ 3,300.00 -
12	659	Seeding and Mulching	1000	SY	3.00	\$ 3,000.00 -
13	901	48" Storm Pipe, 720.12 w/911 Compacted Backfill	155	LF	200.00	\$ 31,000.00 -
14	912	Compacted Granular Backfill	195	CY	60.00	\$ 11,700.00 -

TOTAL: \$ 130,810.00 -

Federal I.D. No.: 31-1578833