

REF. NO.	ITEM NO. *	DESCRIPTION	ESTIMATED QUANTITIES	UNIT	UNIT PRICE IN FIGURES						EXTENSION	
					MATERIAL		LABOR		TOTAL SUM OF MATERIAL AND LABOR		TOTAL IN FIGURES	
					\$	".00"	\$	".00"	\$	".00"	\$	".00"
<b>BASE BID</b>												
1	202	PAVEMENT REMOVED & DISPOSED OF	24	SY	40	00	45	00	85	00	2040	00
2	202	CATCH BASIN SEDIMENT FILTER	5	EA	40	00	100	00	140	00	700	00
3	202	WALK REMOVED	15	SY	4	00	10	00	14	00	210	00
4	207	PERIMETER FILTER FABRIC FENCE	140	LF	1	60	6	00	7	60	1064	00
5	252	FULL DEPTH PAVEMENT SAWING (O.D.O.T.)	132	LF	1	00	1	50	2	50	330	00
6	253	FULL DEPTH PAVEMENT REPAIR (12" DEPTH)	8	CY	160	00	220	00	380	00	3040	00
7	254	PAVEMENT PLANING, ASPHALT CONCRETE (1.5")	860	SY	3	00	3	60	6	60	5676	00
8	407	TACK COAT (APPLIED @ 0.25 GAL/SY)	218	GAL	2	00	1	00	3	00	654	00
9	413	CRACK SEALING, HOT APPLIED	132	LF	1	00	1	00	2	00	264	00
10	448	1.5" ASPHALT CONCRETE, SURFACE TYPE 1	37	CY	150	00	75	00	225	00	8325	00
11	604	MANHOLE ADJUSTED TO GRADE	2	EA	100	00	150	00	250	00	500	00
12	608	CONCRETE WALK, 4" THICK	794	SF	2	00	8	00	10	00	7940	00
13	608	CURB RAMPS	6	EA	250	00	500	00	750	00	4500	00
14	608	DETECTABLE WARNING, AS PER SUPPLEMENTAL SPECIFICATION 1551	6	EA	50	00	50	00	100	00	600	00
15	614	MAINTAINING TRAFFIC	LUMP	LS	500	00	500	00	1000	00	1000	00
16	624	MOBILIZATION	LUMP	LS	750	00	750	00	1500	00	1500	00

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					MATERIAL		LABOR		TOTAL SUM OF MATERIAL AND LABOR		TOTAL IN FIGURES	
					\$	".00"	\$	".00"	\$	".00"	\$	".00"
17	644	STOP LINE	12	LF	10	00	20	00	30	00	360	00
18	644	CROSSWALK LINE	46	LF	7	00	20	00	27	00	1242	00
19					TOTAL (BASE BID)		ITEMS 1-18		\$		39,945	00
20	-	Contingency Cost (.10 x Sum of Items 1 through 18)				TOTAL (CONTINGENCY ~ 10% Base Bid)				\$	3,994	50
21					TOTAL COST OF PROJECT (BASE BID)				\$	43,939	50	
* REFERS TO OHIO DEPARTMENT OF TRANSPORTATION CONSTRUCTION AND MATERIAL SPECIFICATIONS												

The Bidder's Total is for information only at the time of opening bids. The Village will make the extension and if there are differences in the totals, the Unit of Lump Sum Prices shall govern.

Federal I.D. No. 31-0936761

PROJECT BID(S)

Place: Ashville, OH.

Date: 6/24/2019

Proposal of Roese Bros. Paving (hereinafter called "Bidder")\* a corporation, organized and existing under the laws of the State of Ohio\*\* a partnership, or an individual doing business as Roese Bros. Paving.

To the Pickaway County Commissioners and Ashville Village Council (hereinafter called "Owner").

Gentlemen:

The Bidder, in compliance with your invitation for bids for the construction of the Village of Ashville – West Station Street CDBG Project having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of the materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the contract documents, within the time set forth herein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the Owner and to fully complete the project within 45 consecutive calendar days thereafter as stipulated in the specifications. Bidder further agrees to pay as liquidated damages, the sum of \$ 75.00 for each consecutive calendar day thereafter as hereinafter provided in Paragraph 19 of the General Conditions.

Bidder acknowledges receipt of the following addendum:

Brian J. Roese

\*Insert corporation, partnership or individual as applicable.

\*\* Insert name of state.

BASE PROPOSAL: Bidder agrees to perform all the Slope of work described in the specifications and shown on the plans, for the sum of \$ 43,939.50.  
 (Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)  
*Forty three thousand Nine hundred thirty nine dollars and fifty cents*

PROJECT ACTIVITIES:

ACTIVITY	BID AMOUNT
Sidewalk Installation	<i>43,939.50</i>

The above unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informality in the bidding.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 30 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, bidder will execute the formal contract attached within 10 days and deliver a Surety Bond or Bonds as required by Paragraph 29 of the General Conditions.

The bid security attached in the sum of *Forty Three Thousand Nine Hundred Thirty Nine Dollars and Fifty cents* (\$ 43,939.50) is to become the property of the Owner in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Respectfully submitted:

By *Bruce J. Rose*  
Signature

*President*  
Title

*14360 St. Rt. 104, Ashville, OH 43103*

(Business Address and Zip Code)

\_\_\_\_\_(SEAL – if bid is by a corporation)

**AFFIDAVIT OF CONTRACTOR OR SUPPLIER OF NON-DELINQUENCY OF  
PERSONAL PROPERTY TAXES**

**O.R.C. 5919.042**

STATE OF OHIO:

SS:

TO: Pickaway County Commissioners and Village of Ashville Council

The undersigned, being first duly sworn, having been awarded a contract by you for the Village of Ashville – West Station Street CDBG Project hereby states that we are 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 you as a taxing district have territory and that we were not charged with delinquent personal property taxes on any such tax list.

In consideration of the award of the above contract, the above statement is incorporated in said contract as a covenant of the undersigned.

I/We hereby acknowledge the fact that I/We are not delinquent on any personal property taxes.

Brian J. Roese

Contractor

Sworn to before me and subscribed in my presence this 25 day of June, 2019



Douglas E. Gilliland  
Notary Public

**BID GUARANTY AND CONTRACT BOND**

Roose Brothers Paving, Inc.

KNOW ALL MEN BY THESE PRESENTS, that we, 14360 SR 104, Ashville, OH 43103 <sup>1</sup> the

undersigned, International Fidelity Insurance Company <sup>2</sup> as Surety, are hereby held

and firmly bound unto Pickaway County Commissioners <sup>3</sup> hereinafter called the Oblige, in the penal sum

of the dollar amount of the bid submitted by the Principal to the Oblige on June 25, 2019 to

undertake the project known as: Village of Ashville West Station Street Project

The penal sum referred to herein shall be the dollar amount of the Principal's bid to the Oblige, incorporating any additive or deductive alternative proposals made by the Principal on the date referred to above to the Oblige, which are accepted by the Oblige. In no case shall the penal sum exceed the amount of (\$ \_\_\_\_\_). If this item is left blank, the penal sum will be the 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 the alternatives 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 to project;

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 event the Principal pays to the Oblige the difference not to exceed ten percent of the penalty hereto between the amount specified in the bid and such larger amount or which the Oblige may in good faith contract with the next lower bidder to perform the work covered by the bid; or in the event the Oblige does not award the contract to the next lower bidder and resubmits the project for bidding, the Principal will pay the Oblige the difference, not to exceed ten percent of the penalty hereon between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new contract documents, required advertising and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect. If the Oblige 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; and

- <sup>1</sup>Here insert full name or legal title of Contractor and address
- <sup>2</sup>Here insert full name or legal title of Surety
- <sup>3</sup>Here insert full name or legal title of Owner

IF THE SAID Principal 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, specifications, and bills of material therefore; and shall pay all lawful claims of subcontractors, material men, 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 benefit of any material man 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 modifications, omissions, or additions, in or to the terms of said contract or in or to the plans and specifications therefore shall in any way 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 25th day of June, 2019

Roose Brothers Paving, Inc.  
Principal

By: Brian J. Roose

Title: President

International Fidelity Insurance Company.

Surety  
By: Nancy Nemeec

Nancy Nemeec Attorney-in-Fact

Surety Company Address:

One Newark Center, 20th Floor

Newark, NJ 07102

Surety Agent's Name and Address:

AssuredPartners NL, LLC

285 Cozzins Street

Columbus, OH 43215

# POWER OF ATTORNEY

## INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

**KNOW ALL MEN BY THESE PRESENTS:** That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY a corporation organized and existing under the laws of the State of Pennsylvania, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

NANCY NEMEC

Columbus, OH.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000:

"RESOLVED, that (1) the President, Vice President, Chief Executive Officer or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 22nd day of July, 2014.



STATE OF NEW JERSEY  
County of Essex

ROBERT W. MINSTER  
Chief Executive Officer (International Fidelity Insurance Company) and President (Allegheny Casualty Company)



On this 22nd day of July 2014, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



A NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires April 16, 2019

### CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this

25<sup>th</sup>

day of

June 2019

MARIA BRANCO, Assistant Secretary

**INTERNATIONAL FIDELITY INSURANCE COMPANY**  
 ONE NEWARK CENTER, 20<sup>TH</sup> FLOOR, NEWARK, NEW JERSEY 07102-5207

STATEMENT OF ASSETS, LIABILITIES, SURPLUS AND OTHER FUNDS

AT DECEMBER 31, 2018

ASSETS

Bonds (Amortized Value) . . . . .	\$126,525,302
Common Stocks (Market Value) . . . . .	24,794,502
Mortgage Loans on Real Estate . . . . .	344,840
Cash, Bank Deposits & Short Term Investments . . . . .	42,240,486
Unpaid Premiums & Assumed Balances . . . . .	9,544,138
Reinsurance Recoverable from Reinsurers . . . . .	83,650
Electronic Data Processing Equipment . . . . .	423,280
Investment Income Due and Accrued . . . . .	1,307,538
Current Federal & Foreign income Tax Recoverable & Interest thereon . . . . .	971,023
Net Deferred Tax Assets . . . . .	1,298,541
Receivables from Parent, Subsidiaries & Affiliates . . . . .	2,216,045
Other Assets . . . . .	<u>18,400,278</u>
TOTAL ASSETS . . . . .	<u>\$228,149,623</u>

LIABILITIES, SURPLUS & OTHER FUNDS

Losses (Reported Losses Net as to Reinsurance Ceded and Incurred But Not Reported Losses) . . . . .	\$8,729,241
Reinsurance Payable on Paid Losses and Loss Adjustment Expenses . . . . .	1,255,433
Loss Adjustment Expenses . . . . .	3,910,677
Commissions Payable, Contingent Commissions & Other Similar Charges . . . . .	1,731,782
Other Expenses (Excluding Taxes, Licenses and Fees) . . . . .	4,194,006
Taxes, Licenses & Fees (Excluding Federal Income Tax) . . . . .	446,580
Unearned Premiums . . . . .	38,599,862
Dividends Declared & Unpaid: Policyholders & Stockholders . . . . .	700,000
Ceded Reinsurance Premiums Payable . . . . .	2,452,973
Funds Held by Company under Reinsurance Treaties . . . . .	1,031
Amounts Withheld by Company for Account of Others . . . . .	70,169,700
Provision for Reinsurance . . . . .	31,630
Payable to Parent, Subsidiaries and Affiliates . . . . .	46,354
Other Liabilities . . . . .	5,144
TOTAL LIABILITIES . . . . .	<u>\$132,274,413</u>
Common Capital Stock . . . . .	\$3,600,000
Gross Paid-in & Contributed Surplus . . . . .	374,600
Surplus Notes . . . . .	16,000,000
Unassigned Funds (Surplus) . . . . .	81,855,190
Less: Treasury Stock at cost (50,682 shares common) (value incl. \$15.) . . . . .	<u>5,954,580</u>
Surplus as Regards Policyholders . . . . .	<u>\$95,875,210</u>
TOTAL LIABILITIES, SURPLUS & OTHER FUNDS . . . . .	<u>\$228,149,623</u>

I, John M Mruk, Treasurer of INTERNATIONAL FIDELITY INSURANCE COMPANY, certify that the foregoing is a fair statement of Assets, Liabilities, Surplus and Other Funds of this Company, at the close of business, December 31, 2018, as reflected by its books and records and as reported in its statement on file with the Insurance Department of the State of New Jersey.



IN TESTIMONY WHEREOF, I have set my hand and affixed the seal of the Company, this 22<sup>nd</sup> day of February, 2019.  
 INTERNATIONAL FIDELITY INSURANCE COMPANY

*John Mruk*

Office of Risk Assessment  
50 West Town Street  
Third Floor - Suite 300  
Columbus, Ohio 43215  
(614)644-2658  
Fax(614)644-3256  
www.insurance.ohio.gov

**Ohio Department of Insurance**

Mike DeWine - Governor  
Jillian Froment - Director



**Certificate of Compliance**

Issued 04/03/2019

Effective 04/02/2019

Expires 04/01/2020

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

**INTERNATIONAL FIDELITY INSURANCE COMPANY**

of New Jersey 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)**

Fidelity

Surety

INTERNATIONAL FIDELITY INSURANCE COMPANY certified in its annual statement to this Department as of December 31, 2018 that it has admitted assets in the amount of \$228,149,623, liabilities in the amount of \$132,274,413, and surplus of at least \$95,875,210.

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 in cursive.

Jillian Froment, Director



NONCOLLUSION AFFIDAVIT

State of Ohio

BID Identification Ashville West Station Street Project

CONTRACTOR Bruce L. Roese, being duly sworn, deposes and says that he is President (Sole owner, a partner, president, secretary, etc.) of Roese Bros. Paving, Inc., 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 fake or sham BID and has not directly or indirectly colluded, conspired, connived, or agreed with any BIDDER or any one 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 any one to fix the BID price of said BIDDER or of any other BIDDER, or 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 or 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 his 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 his general business.

Signed: Bruce L. Roese

Subscribed and sworn to before me this 25 day of June, 2019

Seal of Notary

Douglas E. Gilliland

