

**RESOLUTION NO. 32-24**  
**CITY OF CENTERVILLE, OHIO**

SPONSORED BY COUNCILMEMBER Bill Serr ON THE  
18<sup>th</sup> DAY OF March, 2024.

A RESOLUTION ACCEPTING THE BIDS SUBMITTED BY PROPERTY WORX, LLC OF LOVELAND, OHIO, SCHILL LANDSCAPING AND LAWN CARE SERVICES, LLC OF MAINEVILLE, OHIO AND OHEIL SITE SOLUTIONS OF DAYTON, OHIO, FOR THE MAINTENANCE OF CERTAIN SPECIFIED CITY PROPERTIES DURING 2024 AND 2025 THROUGHOUT THE COMMUNITY AND TO AUTHORIZE THE CITY MANAGER TO ENTER INTO CONTRACTS IN CONNECTION THEREWITH.

WHEREAS, the City advertised for bidders for the maintenance of certain specified City properties during 2024 and 2025 throughout the community, pursuant to specifications prepared by the City; and

WHEREAS, Schill Landscaping and Lawn Care, LLC of Maineville, OH was the low and best bidder for Group A mowing; and

WHEREAS, Property Worx, LLC of Loveland, OH was the low and best bidder for Groups B and D mowing and Groups A, B, C, and D aerating; and

WHEREAS, Oheil Site Solutions of Dayton, OH was the low and best bidder for Groups C mowing.

NOW THEREFORE, THE MUNICIPALITY OF CENTERVILLE HEREBY RESOLVES:

Section 1. That the bid submitted by Schill Landscaping and Lawn Care, LLC of Maineville, OH for Group A, for a total annual bid price of **\$49,976.00** for mowing, attached hereto and made a part hereof is hereby accepted.

Section 2. That the bid submitted by Property Worx, LLC of Loveland, OH for Groups B and D, for a total annual bid price of **\$43,688.55** for mowing, and for Groups A, B, C, and D, for a total annual bid price of **\$9,416.75** for aerating attached hereto and made a part hereof is hereby accepted.

Section 3. That the bid submitted by Oheil Site Solutions of Dayton, OH for Group C, for a total annual bid price of **\$56,700.00** for mowing, attached hereto and made a part hereof is hereby accepted.

Section 4. That the City Manager is hereby authorized and directed to enter into any necessary contracts to evidence acceptance of said bids and to make payments pursuant thereto.

Section 5. This Resolution shall take effect at the earliest time allowed by law.

PASSED this 18<sup>th</sup> day of March, 2024.


  
\_\_\_\_\_  
Mayor of the City of Centerville, Ohio

ATTEST:

  
\_\_\_\_\_  
Clerk of Council, City of Centerville, Ohio

**CERTIFICATE**

The undersigned, Clerk of the Council of the City of Centerville, Ohio, hereby certifies that the foregoing is a true and correct copy of Resolution Number 32-24, passed by the Council of the City of Centerville, Ohio on the 18<sup>th</sup> day of March, 2024.

  
\_\_\_\_\_  
Clerk of Council, City of Centerville, Ohio

Approved as to form, consistency  
with existing ordinances, the  
charter & constitutional provisions.  
Department of Law  
Scott A. Liberman  
Municipal Attorney

**General Info**

**Alt Total:** \$186,789.00

**Total:**

\$8,955.00

<b>Number</b>	<b>Description</b>
2024 - 004	Project Description: Lawn Mowing and Aerating 2024-2025
<b>Deadline</b>	Location: City of Centerville, Ohio
03/11/2024 11:00 AM EDT	Pre-Bid Meeting: Thursday, Feb 29, 2024, at 1:30 P.M. at the City's Public Works Center, 7970 South Suburban Road. Attendance is not mandatory but highly encouraged.
<b>Vendor</b>	Each "Group A, B, C, & D" listed under the Item List below may be awarded to a different contractor; contractors are free to bid on one, some, or all of the Groups.
SCHILL LANDSCAPING & LAWN CARE, LLC	A Bid Bond, Maintenance Bond, and Performance Bond will be required for this project.
<b>Submitted</b>	Project Contact: Ben Ankeney 937-428-4784 & Todd Pemberton 937-428-4783
03/08/2024 11:49 AM EST	
<b>Signed by</b>	<b>Allows zero unit prices and labor</b>
Sarah Roflow	Yes
<b>Opened</b>	<b>Allows negative unit prices and labor</b>
03/11/2024 11:07 AM EDT <b>By</b> jbrinegar@centervilleohio.gov	Yes

## Attachment List

---

Project Title Page (69.5 KB)

---

Parcel Descriptions 2024-2025 (225 KB)

---

Performance Specifications 2024-2025 (187 KB)

---

Mowing Maps 2024-2025 (8.49 MB)

---

Formal Purchasing Bid (Services) - Instructions to Bidders and General Provisions -Revised 1.1.2023 (451 KB)

---

Pre-Bid Meeting Attendance List.pdf (572 KB)

---

Addendum #1.pdf (153 KB)

---

Addendum #2.pdf (114 KB)

---

## ADDENDA ACKNOWLEDGEMENT

---

**Addenda Acknowledgement (click + to add entries or type "N/A" if no addenda have been issued):**

**Addendum #:** \*

1

**Addendum Date:** \*

3/5/24

**Addenda Acknowledgement (click + to add entries or type "N/A" if no addenda have been issued):** 1

**Addendum #:** \*

2

**Addendum Date:** \*

3/6/24

## Item List

---

Parcel Number	Description	Quantity	Units	Unit Price	Extension
Alternates are not included in bid total.					
					<b>Total:</b>

**GROUP A - MOWING**

<b>Parcel Number</b>	<b>Description</b>	<b>Quantity</b>	<b>Units</b>	<b>Unit Price</b>	<b>Extension</b>
Optional: Vendor is not required to complete. Alternate: Owner-agency may award independently from entire bid.					
Alternates are not included in bid total.					
1	Rahn Road including Green Tree Road	29	EACH	\$199.00	\$5,771.00
2	Whipp Road	29	EACH	\$105.00	\$3,045.00
3	Wilmington Pike including Feedwire Road	29	EACH	\$470.00	\$13,630.00
4	Clyo Road except Forest Brook Blvd	29	EACH	\$625.00	\$18,125.00
4a	Forest Brook Blvd	16	EACH	\$325.00	\$5,200.00
5	Bigger Road	29	EACH	\$145.00	\$4,205.00
				<b>Alternate Total: \$49,976.00</b>	<b>Total:</b>

**GROUP B - MOWING**

<b>Parcel Number</b>	<b>Description</b>	<b>Quantity</b>	<b>Units</b>	<b>Unit Price</b>	<b>Extension</b>
Optional: Vendor is not required to complete. Alternate: Owner-agency may award independently from entire bid.					
Alternates are not included in bid total.					
6	Alex-Bell and Loop Roads	29	EACH	\$210.00	\$6,090.00
7	Far Hills Avenue/ State Route 48 including Fireside Drive	29	EACH	\$145.00	\$4,205.00
8	South Main Street/ State Route 48	29	EACH	\$275.00	\$7,975.00
9	Yankee Trace area	29	EACH	\$73.00	\$2,117.00
13A&B	Uptown	29	EACH	\$874.00	\$25,346.00
13C	Uptown public parking lot areas	29	EACH	\$88.00	\$2,552.00
				<b>Alternate Total: \$48,285.00</b>	<b>Total:</b>



**GROUP C - MOWING**

<b>Parcel Number</b>	<b>Description</b>	<b>Quantity</b>	<b>Units</b>	<b>Unit Price</b>	<b>Extension</b>
Optional: Vendor is not required to complete. Alternate: Owner-agency may award independently from entire bid.					
Alternates are not included in bid total.					
10	Stubbs Park - south section	27	EACH	\$1,500.00	\$40,500.00
11	Stubbs Park - north section	27	EACH	\$950.00	\$25,650.00
					<b>Alternate Total: \$66,150.00</b>
					<b>Total:</b>

**GROUP D - MOWING**

\$8,265.00

---

<b>Item Code</b>	<b>Description</b>	<b>Quantity</b>	<b>Units</b>	<b>Unit Price</b>	<b>Extension</b>
Optional: Vendor is not required to complete. Alternate: Owner-agency may award independently from entire bid.					
14	Cornerstone Park	29	EACH	\$145.00	\$4,205.00
15	Cabelas	29	EACH	\$140.00	\$4,060.00
					<b>Alternate Total: \$8,265.00</b>
					<b>Total: \$8,265.00</b>

**GROUP A - AERATING**

<b>Parcel Number</b>	<b>Description</b>	<b>Quantity</b>	<b>Units</b>	<b>Unit Price</b>	<b>Extension</b>
Optional: Vendor is not required to complete. Alternate: Owner-agency may award independently from entire bid.					
Alternates are not included in bid total.					
1	Rahn Road including Green Tree Road	1	EACH	\$475.00	\$475.00
2	Whipp Road	1	EACH	\$175.00	\$175.00
3	Wilmington Pike including Feedwire Road	1	EACH	\$800.00	\$800.00
4	Clyo Road (excluding Forest Brook Blvd)	1	EACH	\$800.00	\$800.00
5	Bigger Road	1	EACH	\$200.00	\$200.00
				<b>Alternate Total: \$2,450.00</b>	<b>Total:</b>

**GROUP B - AERATING**

<b>Parcel Number</b>	<b>Description</b>	<b>Quantity</b>	<b>Units</b>	<b>Unit Price</b>	<b>Extension</b>
Optional: Vendor is not required to complete. Alternate: Owner-agency may award independently from entire bid.					
Alternates are not included in bid total.					
6	Alex-Bell and Loop Roads	1	EACH	\$350.00	\$350.00
7	Far Hills Avenue/ State Route 48 including Fireside Drive	1	EACH	\$350.00	\$350.00
8	South Main Street/ State Route 48	1	EACH	\$600.00	\$600.00
9	Yankee Trace area	1	EACH	\$130.00	\$130.00
13A&B	Uptown	1	EACH	\$1,470.00	\$1,470.00
13C	Uptown public parking lot areas	1	EACH	\$50.00	\$50.00
				<b>Alternate Total:</b>	<b>\$2,950.00</b>
					<b>Total:</b>

**GROUP C - AERATING**

<b>Parcel Number</b>	<b>Description</b>	<b>Quantity</b>	<b>Units</b>	<b>Unit Price</b>	<b>Extension</b>
Optional: Vendor is not required to complete. Alternate: Owner-agency may award independently from entire bid.					
Alternates are not included in bid total.					
10	Stubbs Park - south section	1	EACH	\$4,000.00	\$4,000.00
11	Stubbs Park - north section	1	EACH	\$2,200.00	\$2,200.00
12A	City Hall, 100 West Spring Valley Road	1	EACH	\$333.00	\$333.00
12B	Public Works, 7970 South Suburban Road	1	EACH	\$650.00	\$650.00
12C	Police Department, 155 West Spring Valley Road	1	EACH	\$690.00	\$690.00
12D	Pocket Park, SEC SR 48 & Alex-Bell Road	1	EACH	\$150.00	\$150.00
				<b>Alternate Total: \$8,023.00</b>	<b>Total:</b>

**GROUP D - AERATING**

\$690.00

---

<b>Item Code</b>	<b>Description</b>	<b>Quantity</b>	<b>Units</b>	<b>Unit Price</b>	<b>Extension</b>
Optional: Vendor is not required to complete. Alternate: Owner-agency may award independently from entire bid.					
14	Cornerstone Park	1	EACH	\$425.00	\$425.00
15	Cabelas	1	EACH	\$265.00	\$265.00
					<b>Alternate Total: \$690.00</b>
					<b>Total: \$690.00</b>

## Contract Affidavits

---

**State of: \***

Ohio

**County of: \*** , **ss:**

Warren

**Name: \***

Sarah Roflow

, **Affiant, being first duly sworn, deposes and says:**

**I am the [Title]: \***

Cincinnati Regional Branch Administrator

**of [Contractor]: \***

Schill Landscaping & Lawn Care Services, LLC

**Office Address: \***

424 E. Highway 22 and 3, Maineville, OH 45039

**Phone Number: \***

(513) 882-0130

**SSN or Fed. ID: \***

34-1728502

**Email Address: \***

sarahroflow@schilllandscaping.com

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

\*

**Effective this date: \***

03/08/2024

**the Contractor:**

**A. Contractor's Personal Property Tax Affidavit Selection List (O.R.C. § 5719.042)**

I have NOT been charged with delinquent personal property taxes on the general list of personal property in any Ohio county at the time the bid was submitted.

required

**A. Contractor's Personal Property Tax Affidavit (O.R.C. § 5719.042)(If you selected that you HAVE been charged from the above Selection List add counties and amounts by clicking "+". If you selected you have NOT been charged in the above selection list, type "N/A"):**

(For amounts - include total amount, with penalties and interest thereon)

**County: \***

Warren

**Amount \$: \***

0.00

**B. Non-Collusion Affidavit**

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 authorized representative 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 said authorized representative has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone 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 public body awarding the contract or anyone interested in the proposed contract; that all statements contained in such bid are true; and, further that said authorized representative 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 authorized representative in his general business.

**C. Drug Free Workplace Certification Affidavit**

The above referenced Contractor hereby certifies that it is enrolled and in good standing in the Ohio Bureau of Workers' Compensation (BWC) Drug-Free Workplace program (DFWP) or an equivalent BWC approved DFWP in accordance with the requirements of Revised Code Section 153.03-153.031.

**D. Certification of Findings for Recovery Affidavit**



The authorized representative hereby certifies that there are no unresolved Findings for Recovery of Public Funds issued against him/her/it by the Auditor of the State of Ohio.

**E. Ohio Ethics Law**

The Contractor certifies that they are compliant with all applicable ethics law requirements, including, without limitation, Sections 102.04 and 3517.13 of the Ohio Revised Code.

**F. Non-Discrimination & Equal Employment Opportunity Affidavit**

The above referenced Contractor hereby certifies; that it does not and shall not discriminate against any employee or subcontractor for employment because of race, creed, disability, military status, religion, color, sex, pregnancy, gender identification, sexual orientation, age, genetic information or national origin. If awarded a contract by the City of Centerville, Ohio, the Contractor shall take affirmative action to insure that subcontractor are employed and that employees are treated, during employment, without regard to their race, creed, disability, military status, religion, color, sex, pregnancy, gender identification, sexual orientation, age, genetic information or national origin. If successful as the lowest and best Bidder the Contractor shall post non- discrimination notices in conspicuous places available to employees and subcontractors for employment setting forth the provision of this affidavit.

Furthermore, said Contractor agrees to abide by the assurances found in Section 153.59 of the Ohio Revised code if selected as a successful Bidder by the City of Centerville, Ohio.

By signing below, I am certifying the following affidavits as set forth above: Contractor's Personal Property Tax, Non-Collusion, Drug Free Workplace, Certification of Findings for Recovery, Declaration of Centerville City Income Tax Account, Ohio Ethics Law, and Non- Discrimination and Equal Employment Opportunity.

**Signature of Authorized Representative: \***

Sarah Roflow

**Date: \***

03/08/2024

## Proposal Form Offer

---

**Contractor Name: \***

Schill Landscaping & Lawn Care Services, LLC

, as a Contractor authorized to do business in the State of Ohio,

**proposes to perform the work identified as: \***

Landscaping

**City of Centerville,**

**Date: \***

03/08/2024

To the City of Centerville, Ohio

The undersigned hereby declares, as bidder, that he/she/it has personally examined the site of the herein proposed work, that the only persons or parties interested in this proposals are those named herein, that this bid is made without any connection with any other person, or making a bid for the same purpose, that he/she/it has read the Invitation to Bid, including Instructions to Bidders, General Conditions, Agreement, Bond forms, Specifications, plans and drawings, and the amendments thereto, that he agrees to all of the stipulations therein contained, and he proposes and agrees that if his bid, as submitted in the attached schedule is accepted, he will contract in the form specified in the Invitation to Bid, perform all the work mentioned in the Invitation to Bid and complete the same within the time therein specified after the date of notification by the City to proceed with the work, and will furnish the required bonds all within ten days after date of mailing Notice of Acceptance to him/her/it at his address as given below, and that he/she/it will accept in full payment therefore the prices named in the attached schedule. Said prices are to include and cover the furnishing of all material, labor, tools, equipment and all other things necessary to complete the entire work in a proper and workmanlike manner according to the plans identified in the Invitation to Bid and upon the terms and conditions and in the manner set forth in the Invitation to Bid, and under penalty of bond hereto attached, and to the full satisfaction and acceptance by the City Council of Centerville.

\*

The following is the name and place of the surety company which will sign the bonds each in the amount of 100% of the bid as surety if the work is awarded to the undersigned.

**Of [Name of Surety Company]: \***

Oswald Companies

**Local Agent [Agent's Name]: \***

Linda Discenza

**Address [Surety's Address]: \***

1100 Superior Avenue, Ste. 1500, Cleveland OH 44114

It is hereby agreed that the City of Centerville has the right to reject this proposal, or to award the above described work to the undersigned at the prices stipulated. If the proposal is rejected then the enclosed check for 10% of the amount of the bid, (if a bid bond is not included), which is made payable to the City of Centerville shall be returned to the undersigned as provided in Instruction to Bidders. If the proposal is accepted and the work is awarded and the Undersigned shall fail to enter into a contract in the form and terms set out in the invitation to Bid within ten days after the award shall have been made, then the said check shall be cashed and the amount thereof paid into the Treasury of the City of Centerville as liquidation damages for the failure of the undersigned to comply with the terms of this proposal.

\*

**Type of Bidder: \***

Corporation

**Bidder(s) Name: \***

Schill Landscaping & Lawn Care Services, LLC

**Bidder's Address (include city/state/zip): \***

424 E Highway 22 & 3, Maineville, OH 45039

**By [Signature]: \***

Stacy Hanna

**Printed Name & Title: \***

Stacy Hanna, Business Development Manager

# Bid Bond

## Bond Percentage

10.00%

## Guarantee Method \*

Bid Bond

### Bid Bond

<b>Bond ID *</b>	<b>Surety Agency *</b>	<b>Verify Bid Bond *</b>
------------------	------------------------	--------------------------

<b>Surety State *</b>	<b>Principal *</b>
-----------------------	--------------------

### Legal Terms

KNOW ALL PERSONS BY THESE PRESENTS, that [PRINCIPAL] as Principal, and [SURETY AGENCY], a corporation organized under the laws of the State of [SURETY STATE], and duly authorized to do business in the State of [OWNER AGENCY STATE], are held and firmly bound unto the [OWNER AGENCY], as obligee, in the sum of [Ten Percent (10%)] of the amount of the total bid for the work described below, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of this bond is such that, whereas said Principal is herewith submitting its bid including all related alternates and combined bids for the following work:

Type of Work [WORK] for the [PROJECT]

NOW THEREFORE, if the said bid is accepted by the [OWNER AGENCY], and the Principal shall execute and deliver a Contract in the form specified by the [OWNER AGENCY] (properly completed in accordance with said bid) and shall furnish a bond for the Principal's faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

## Bidder's Proposed Subcontractors

---

The Bidder is requested to provide a list of proposed subcontractors for use by the Owner in evaluation of the bids. The Owner understands this listing may change based on actual subcontractor agreements.

**Subcontractors (click the '+' to enter subcontractors. If no subcontractors, type "N/A".)**

**Subcontractor Name \***

N/A

**Trade \***

N/A

**Work Performed: \***

N/A

## Required Document List

Name	Omission Terms	Submitted File
Certificate of Liability Insurance Certificate of Liability Insurance		COI Evidence of Cover..pdf
Experience and References The City requires that the Bidder shall furnish satisfactory evidence that they have the necessary resources to fulfill the conditions of the Contract Documents. A listing of mowing and aerating equipment types, sizes to be used and number of operable uni		Schill_Customer Referrals_2024.docx
Paper Bid Bond, Certified Check, Cashier's Check, or Contract Bond Original, wet-ink must be received within 5 business days of bid opening.	I am verifying my bid bond electronically.	Bid Bond - Centerville.pdf
<b>3 Required Documents</b>		



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/27/2023

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> The James B. Oswald Company 1100 Superior Avenue East Suite 1500 Cleveland OH 44114	<b>CONTACT NAME:</b> Megan Dent <b>PHONE (A/C, No, Ext):</b> (216) 367-8787 <b>FAX (A/C, No):</b> (216) 241-4520 <b>E-MAIL ADDRESS:</b> mdent@oswaldcompanies.com
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Selective Insurance Company of America <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
<b>INSURED</b> Schill Landscaping & Lawn Care Services LLC d/b/a Ward + Thornton Landscapes 424 E US Highway 22 and 3 Maineville OH 45039	

**COVERAGES**

**CERTIFICATE NUMBER:** 23/24 Schill dba Ward

**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSTR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			S2525519	03/01/2023	03/01/2024	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ N/A
A	<input checked="" type="checkbox"/> <b>ANY AUTO</b> <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			S2525519	03/01/2023	03/01/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			S2525519	03/01/2023	03/01/2024	EACH OCCURRENCE	\$ 10,000,000
							AGGREGATE	\$ 10,000,000
								\$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A			S2525519	03/01/2023	03/01/2024	PER STATUTE <input checked="" type="checkbox"/> OTHER	Ohio Stop Gap
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER**

Evidence of Coverage

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Megan Knapp*

# BID GUARANTY AND CONTRACT BOND

(SECTION 153.571 OHIO REVISED CODE)

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned

Schill Landscaping and Lawn Care Services, LLC

(Name)

424 E. US Highway 22 & 3, Maineville, Ohio 45039

(Address)

as Principal and RLI Insurance Company

as surety, are hereby held and firmly bound unto

City of Centerville

as Oblige in the penal sum of the dollar amount of the bid submitted by the Principal to the Oblige on

March 7, 2024

to undertake the project known as:

## Lawn Mowing and Aerating 2024-2025

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 Oblige. In no case shall the penal sum exceed the amount of

dollars \$

(If the above 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 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;

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 hereof between the amount specified in the bid and such larger amount for which the Oblige may in good faith contract with the 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 bidders, 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 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

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 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 materialman 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 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, SEALED AND DATED March 4, 2024

PRINCIPAL:

Schill Landscaping and Lawn Care Services, LLC

By:

*Sarah Raffone*

Title:

RBA-Cincinnati

SURETY:

RLI Insurance Company

By:

*Linda Discezza*

Linda Discezza, Attorney-in-Fact

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

SURETY COMPANY ADDRESS:

500 W. Madison, Suite 2750  
Chicago, IL 60661

SURETY AGENT'S ADDRESS

Oswald Companies  
1100 Superior Ave., Ste 1500  
Cleveland, Ohio 44114



# POWER OF ATTORNEY

## RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615  
Phone: 800-645-2402

### Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Mark L. Rader, Geri Patronite, Linda Discenza, Jenna Gerda, David C. Jacobs, Carrie Mahon, jointly or severally

in the City of Cleveland, State of Ohio its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

**RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 18th day of September, 2020.



**RLI Insurance Company**  
**Contractors Bonding and Insurance Company**

By: Barton W. Davis  
Barton W. Davis Vice President

State of Illinois }  
County of Peoria } SS

### CERTIFICATE

On this 18th day of September, 2020, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 4th day of March, 2024.

By: Catherine D. Glover  
Catherine D. Glover Notary Public

**RLI Insurance Company**  
**Contractors Bonding and Insurance Company**

By: Jeffrey D. Fick  
Jeffrey D. Fick Corporate Secretary



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

**Ohio Department of Insurance**

Mike DeWine - Governor  
Judith French - Director



**Certificate of Compliance**

Issued 03/17/2023  
Effective 04/02/2023  
Expires 04/01/2024

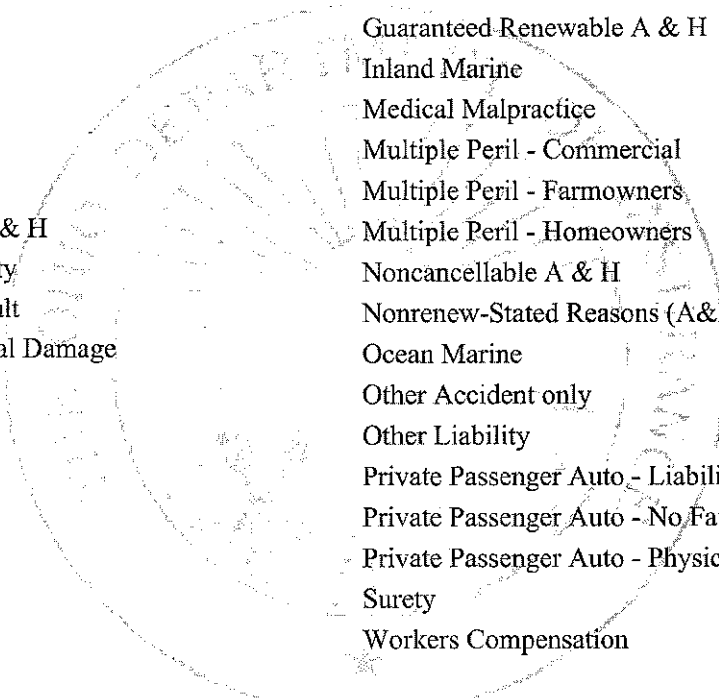
I, Judith French, hereby certify that I am the Director of Insurance in the State of Ohio and have supervision of insurance business in said State and as such I hereby certify that

**RLI INSURANCE COMPANY**

of Illinois 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-States Reasons (A&H)            |
| Commercial Auto - Physical Damage | Ocean Marine                             |
| Credit                            | 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           |  |



RLI INSURANCE COMPANY certified in its annual statement to this Department as of December 31, 2022 that it has admitted assets in the amount of \$2,916,068,307, liabilities in the amount of \$1,508,143,147, and surplus of at least \$1,407,925,160.

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

*Judith L. French*

Judith French, Director





P.O. BOX 3967 PEORIA, IL 61612-3967  
 P: (800)645-2402 E: asksurety@rlicorp.com  
 RLISURETY.COM

# RLI Insurance Company

December 31, 2022

### Admitted Assets

Investments:	
Fixed maturities	\$ 1,343,631,923
Equity securities	1,268,806,758
Short-term investments	3,054,500
Real estate	27,014,108
Properties held to produce income	0
Cash and cash equivalents	57,699,481
Other invested assets	53,001,785
Receivables for securities	203,933
Agents' balances	88,924,498
Investment income due and accrued	10,365,084
Funds held	0
Reinsurance recoverable on paid losses	10,825,931
Federal income taxes receivable	1,430,379
Net deferred tax asset	11,010,858
Guarantee funds receivable or on deposit	0
Electronic data processing equipment, net of depreciation	755,308
Receivable from affiliates	0
Other admitted assets	39,343,761
<b>Total Admitted Assets</b>	<b>\$ 2,916,068,307</b>

### Liabilities and Surplus

Liabilities:	
Reserve for unpaid losses and loss adjustment expenses	\$ 830,658,551
Unearned premiums	354,155,024
Accrued expenses	97,292,026
Funds held	422,374
Advance premiums	19,971,481
Amounts withheld	84,822,062
Remittances and items not allocated	1,448,394
Dividends declared and unpaid	44,327
Ceded reinsurance premium payable	28,148,458
Payable for securities	2,248,339
Statutory penalties	785,200
Current federal & foreign income taxes	0
Net deferred tax liability	0
Borrowed money and accrued interest	50,036,167
Drafts outstanding	0
Payable to affiliate	33,879,630
Other liabilities	4,231,114
<b>Total Liabilities</b>	<b>\$ 1,508,143,147</b>
Surplus:	
Common stock	\$ 10,000,375
Additional paid-in capital	242,451,084
Unassigned surplus	1,155,473,701
<b>Total Surplus</b>	<b>\$ 1,407,925,160</b>
<b>Total Liabilities and Surplus</b>	<b>\$ 2,916,068,307</b>

State of Illinois }  
 County of Peoria }

The undersigned, being duly sworn, says: That he is the President of **RLI Insurance Company**; that said Company is a corporation duly organized, in the State of Illinois, and licensed and engaged in business in the State of \_\_\_\_\_ and has duly complied with all the requirements of the laws of said State applicable of 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, 6U.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 2022.

Attest:

{ Corporate  
Seal  
Affixed }

Craig Kliethermes President

Olga S. Happel Assistant Secretary

Sworn to before me this 10th day of March, 2023.

{ Notarial  
Seal  
Affixed }

Catherine D. Geiger Notary Public, State of Illinois

**General Info**

**Alt Total:** \$177,595.94

**Total:**

\$7,727.50

<b>Number</b>	<b>Description</b>
2024 - 004	Project Description: Lawn Mowing and Aerating 2024-2025
<b>Deadline</b>	Location: City of Centerville, Ohio
03/11/2024 11:00 AM EDT	Pre-Bid Meeting: Thursday, Feb 29, 2024, at 1:30 P.M. at the City's Public Works Center, 7970 South Suburban Road. Attendance is not mandatory but highly encouraged.
<b>Vendor</b>	Each "Group A, B, C, & D" listed under the Item List below may be awarded to a different contractor; contractors are free to bid on one, some, or all of the Groups.
Property Worx, LLC	A Bid Bond, Maintenance Bond, and Performance Bond will be required for this project.
<b>Submitted</b>	Project Contact: Ben Ankeney 937-428-4784 & Todd Pemberton 937-428-4783
03/11/2024 10:59 AM EDT	
<b>Signed by</b>	
David Ludolph	
<b>Opened</b>	<b>Allows zero unit prices and labor</b>
03/11/2024 11:08 AM EDT <b>By</b> jbrinegar@centervilleohio.gov	Yes
	<b>Allows negative unit prices and labor</b>
	Yes

## Attachment List

---

Project Title Page (69.5 KB)

---

Parcel Descriptions 2024-2025 (225 KB)

---

Performance Specifications 2024-2025 (187 KB)

---

Mowing Maps 2024-2025 (8.49 MB)

---

Formal Purchasing Bid (Services) - Instructions to Bidders and General Provisions -Revised 1.1.2023 (451 KB)

---

Pre-Bid Meeting Attendance List.pdf (572 KB)

---

Addendum #1.pdf (153 KB)

---

Addendum #2.pdf (114 KB)

---

## ADDENDA ACKNOWLEDGEMENT

---

**Addenda Acknowledgement (click + to add entries or type "N/A" if no addenda have been issued):**

**Addendum #:** \*

1 and 2

**Addendum Date:** \*

3/6/2024

## Item List

---

Parcel Number	Description	Quantity	Units	Unit Price	Extension
Alternates are not included in bid total.					
Total:					

**GROUP A - MOWING**

<b>Parcel Number</b>	<b>Description</b>	<b>Quantity</b>	<b>Units</b>	<b>Unit Price</b>	<b>Extension</b>
Optional: Vendor is not required to complete. Alternate: Owner-agency may award independently from entire bid.					
Alternates are not included in bid total.					
1	Rahn Road including Green Tree Road	29	EACH	\$195.50	\$5,669.50
2	Whipp Road	29	EACH	\$100.00	\$2,900.00
3	Wilmington Pike including Feedwire Road	29	EACH	\$471.50	\$13,673.50
4	Clyo Road except Forest Brook Blvd	29	EACH	\$634.80	\$18,409.20
4a	Forest Brook Blvd	16	EACH	\$400.00	\$6,400.00
5	Bigger Road	29	EACH	\$144.95	\$4,203.55
				<b>Alternate Total: \$51,255.75</b>	<b>Total:</b>



**GROUP B - MOWING**

<b>Parcel Number</b>	<b>Description</b>	<b>Quantity</b>	<b>Units</b>	<b>Unit Price</b>	<b>Extension</b>
Optional: Vendor is not required to complete. Alternate: Owner-agency may award independently from entire bid.					
Alternates are not included in bid total.					
6	Alex-Bell and Loop Roads	29	EACH	\$246.10	\$7,136.90
7	Far Hills Avenue/ State Route 48 including Fireside Drive	29	EACH	\$140.30	\$4,068.70
8	South Main Street/ State Route 48	29	EACH	\$277.15	\$8,037.35
9	Yankee Trace area	29	EACH	\$72.45	\$2,101.05
13A&B	Uptown	29	EACH	\$451.50	\$13,093.50
13C	Uptown public parking lot areas	29	EACH	\$72.45	\$2,101.05
				<b>Alternate Total: \$36,538.55</b>	<b>Total:</b>

**GROUP C - MOWING**

<b>Parcel Number</b>	<b>Description</b>	<b>Quantity</b>	<b>Units</b>	<b>Unit Price</b>	<b>Extension</b>
Optional: Vendor is not required to complete. Alternate: Owner-agency may award independently from entire bid.					
Alternates are not included in bid total.					
10	Stubbs Park - south section	27	EACH	\$1,666.65	\$44,999.55
11	Stubbs Park - north section	27	EACH	\$1,047.42	\$28,280.34
				<b>Alternate Total: \$73,279.89</b>	<b>Total:</b>

**GROUP D - MOWING**

\$7,105.00

---

<b>Item Code</b>	<b>Description</b>	<b>Quantity</b>	<b>Units</b>	<b>Unit Price</b>	<b>Extension</b>
Optional: Vendor is not required to complete. Alternate: Owner-agency may award independently from entire bid.					
14	Cornerstone Park	29	EACH	\$135.00	\$3,915.00
15	Cabelas	29	EACH	\$110.00	\$3,190.00
					<b>Alternate Total: \$7,105.00</b>
					<b>Total: \$7,105.00</b>

**GROUP A - AERATING**

<b>Parcel Number</b>	<b>Description</b>	<b>Quantity</b>	<b>Units</b>	<b>Unit Price</b>	<b>Extension</b>
Optional: Vendor is not required to complete. Alternate: Owner-agency may award independently from entire bid.					
Alternates are not included in bid total.					
1	Rahn Road including Green Tree Road	1	EACH	\$472.50	\$472.50
2	Whipp Road	1	EACH	\$164.00	\$164.00
3	Wilmington Pike including Feedwire Road	1	EACH	\$750.00	\$750.00
4	Clyo Road (excluding Forest Brook Blvd)	1	EACH	\$346.50	\$346.50
5	Bigger Road	1	EACH	\$283.50	\$283.50
				<b>Alternate Total:</b>	<b>\$2,016.50</b>
					<b>Total:</b>

**GROUP B - AERATING**

<b>Parcel Number</b>	<b>Description</b>	<b>Quantity</b>	<b>Units</b>	<b>Unit Price</b>	<b>Extension</b>
Optional: Vendor is not required to complete. Alternate: Owner-agency may award independently from entire bid.					
Alternates are not included in bid total.					
6	Alex-Bell and Loop Roads	1	EACH	\$840.00	\$840.00
7	Far Hills Avenue/ State Route 48 including Fireside Drive	1	EACH	\$367.50	\$367.50
8	South Main Street/ State Route 48	1	EACH	\$525.00	\$525.00
9	Yankee Trace area	1	EACH	\$157.50	\$157.50
13A&B	Uptown	1	EACH	\$346.50	\$346.50
13C	Uptown public parking lot areas	1	EACH	\$131.25	\$131.25
				<b>Alternate Total:</b>	<b>\$2,367.75</b>
					<b>Total:</b>

**GROUP C - AERATING**

<b>Parcel Number</b>	<b>Description</b>	<b>Quantity</b>	<b>Units</b>	<b>Unit Price</b>	<b>Extension</b>
Optional: Vendor is not required to complete. Alternate: Owner-agency may award independently from entire bid.					
Alternates are not included in bid total.					
10	Stubbs Park - south section	1	EACH	\$2,310.00	\$2,310.00
11	Stubbs Park - north section	1	EACH	\$1,365.00	\$1,365.00
12A	City Hall, 100 West Spring Valley Road	1	EACH	\$210.00	\$210.00
12B	Public Works, 7970 South Suburban Road	1	EACH	\$210.00	\$210.00
12C	Police Department, 155 West Spring Valley Road	1	EACH	\$210.00	\$210.00
12D	Pocket Park, SEC SR 48 & Alex-Bell Road	1	EACH	\$105.00	\$105.00
				<b>Alternate Total: \$4,410.00</b>	
				<b>Total:</b>	

**GROUP D - AERATING**

\$622.50

---

<b>Item Code</b>	<b>Description</b>	<b>Quantity</b>	<b>Units</b>	<b>Unit Price</b>	<b>Extension</b>
Optional: Vendor is not required to complete. Alternate: Owner-agency may award independently from entire bid.					
14	Cornerstone Park	1	EACH	\$337.50	\$337.50
15	Cabelas	1	EACH	\$285.00	\$285.00
					<b>Alternate Total: \$622.50</b>
					<b>Total: \$622.50</b>

## Contract Affidavits

---

**State of: \***

Ohio

**County of: \*** , **ss:**

Montgomery

**Name: \***

Rachel Dixon

, **Affiant, being first duly sworn, deposes and says:**

**I am the [Title]: \***

Branch Manager

**of [Contractor]: \***

Property Worx, LLC

**Office Address: \***

5565 S. County Rd 25A Tipp City, OH 45371

**Phone Number: \***

(937) 269-4790

**SSN or Fed. ID: \***

81-4529613

**Email Address: \***

rdixon@propertyworxohio.com

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

\*

**Effective this date: \***

3/11/2024

**the Contractor:**

**A. Contractor's Personal Property Tax Affidavit Selection List (O.R.C. § 5719.042)**



I have NOT been charged with delinquent personal property taxes on the general list of personal property in any Ohio county at the time the bid was submitted.

required

**A. Contractor's Personal Property Tax Affidavit (O.R.C. § 5719.042)(If you selected that you HAVE been charged from the above Selection List add counties and amounts by clicking "+". If you selected you have NOT been charged in the above selection list, type "N/A"):**

(For amounts - include total amount, with penalties and interest thereon)

**County: \***

n/a

**Amount \$: \***

n/a

**B. Non-Collusion Affidavit**

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 authorized representative 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 said authorized representative has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone 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 public body awarding the contract or anyone interested in the proposed contract; that all statements contained in such bid are true; and, further that said authorized representative 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 authorized representative in his general business.

**C. Drug Free Workplace Certification Affidavit**

The above referenced Contractor hereby certifies that it is enrolled and in good standing in the Ohio Bureau of Workers' Compensation (BWC) Drug-Free Workplace program (DFWP) or an equivalent BWC approved DFWP in accordance with the requirements of Revised Code Section 153.03-153.031.

**D. Certification of Findings for Recovery Affidavit**

The authorized representative hereby certifies that there are no unresolved Findings for Recovery of Public Funds issued against him/her/it by the Auditor of the State of Ohio.

**E. Ohio Ethics Law**

The Contractor certifies that they are compliant with all applicable ethics law requirements, including, without limitation, Sections 102.04 and 3517.13 of the Ohio Revised Code.

**F. Non-Discrimination & Equal Employment Opportunity Affidavit**

The above referenced Contractor hereby certifies; that it does not and shall not discriminate against any employee or subcontractor for employment because of race, creed, disability, military status, religion, color, sex, pregnancy, gender identification, sexual orientation, age, genetic information or national origin. If awarded a contract by the City of Centerville, Ohio, the Contractor shall take affirmative action to insure that subcontractor are employed and that employees are treated, during employment, without regard to their race, creed, disability, military status, religion, color, sex, pregnancy, gender identification, sexual orientation, age, genetic information or national origin. If successful as the lowest and best Bidder the Contractor shall post non- discrimination notices in conspicuous places available to employees and subcontractors for employment setting forth the provision of this affidavit.

Furthermore, said Contractor agrees to abide by the assurances found in Section 153.59 of the Ohio Revised code if selected as a successful Bidder by the City of Centerville, Ohio.

By signing below, I am certifying the following affidavits as set forth above: Contractor's Personal Property Tax, Non-Collusion, Drug Free Workplace, Certification of Findings for Recovery, Declaration of Centerville City Income Tax Account, Ohio Ethics Law, and Non- Discrimination and Equal Employment Opportunity.

**Signature of Authorized Representative: \***

Rachel Dixon

**Date: \***

3/6/2024

## Proposal Form Offer

---

**Contractor Name: \***

Property Worx, LLC

, as a Contractor authorized to do business in the State of Ohio,

**proposes to perform the work identified as: \***

Lawn Mowing and Aerating 2024-2025

**City of Centerville,**

**Date: \***

3/6/2024

To the City of Centerville, Ohio

The undersigned hereby declares, as bidder, that he/she/it has personally examined the site of the herein proposed work, that the only persons or parties interested in this proposals are those named herein, that this bid is made without any connection with any other person, or making a bid for the same purpose, that he/she/it has read the Invitation to Bid, including Instructions to Bidders, General Conditions, Agreement, Bond forms, Specifications, plans and drawings, and the amendments thereto, that he agrees to all of the stipulations therein contained, and he proposes and agrees that if his bid, as submitted in the attached schedule is accepted, he will contract in the form specified in the Invitation to Bid, perform all the work mentioned in the Invitation to Bid and complete the same within the time therein specified after the date of notification by the City to proceed with the work, and will furnish the required bonds all within ten days after date of mailing Notice of Acceptance to him/her/it at his address as given below, and that he/she/it will accept in full payment therefore the prices named in the attached schedule. Said prices are to include and cover the furnishing of all material, labor, tools, equipment and all other things necessary to complete the entire work in a proper and workmanlike manner according to the plans identified in the Invitation to Bid and upon the terms and conditions and in the manner set forth in the Invitation to Bid, and under penalty of bond hereto attached, and to the full satisfaction and acceptance by the City Council of Centerville.

\*

The following is the name and place of the surety company which will sign the bonds each in the amount of 100% of the bid as surety if the work is awarded to the undersigned.

**Of [Name of Surety Company]: \***

Western Surety Company

**Local Agent [Agent's Name]: \***

Austin Jones

**Address [Surety's Address]: \***

151 N Franklin St. Chicago, IL 60606

It is hereby agreed that the City of Centerville has the right to reject this proposal, or to award the above described work to the undersigned at the prices stipulated. If the proposal is rejected then the enclosed check for 10% of the amount of the bid, (if a bid bond is not included), which is made payable to the City of Centerville shall be returned to the undersigned as provided in Instruction to Bidders. If the proposal is accepted and the work is awarded and the Undersigned shall fail to enter into a contract in the form and terms set out in the invitation to Bid within ten days after the award shall have been made, then the said check shall be cashed and the amount thereof paid into the Treasury of the City of Centerville as liquidation damages for the failure of the undersigned to comply with the terms of this proposal.

\*

**Type of Bidder: \***

Partnership (list all partners in the field below)

**Bidder(s) Name: \***

Property Worx, LLC

**Bidder's Address (include city/state/zip): \***

4995 Marysville Rd. Delaware, OH 43015

**By [Signature]: \***

Rachel Dixon

**Printed Name & Title: \***

Rachel Dixon, Branch Manager

## Bid Bond

---

### Bond Percentage

10.00%

### Guarantee Method \*

Check

#### Check

#### Confirmation \*

I have provided a Cashier's Check for 10.00% of the bid total amount.

## Bidder's Proposed Subcontractors

---

The Bidder is requested to provide a list of proposed subcontractors for use by the Owner in evaluation of the bids. The Owner understands this listing may change based on actual subcontractor agreements.

**Subcontractors (click the '+' to enter subcontractors. If no subcontractors, type "N/A".)**

**Subcontractor Name \***

n/a

**Trade \***

n/a

**Work Performed: \***

n/a

## Required Document List

---

Name	Omission Terms	Submitted File
Certificate of Liability Insurance Certificate of Liability Insurance		PWX COI City of Centerville 23 24.pdf
Experience and References The City requires that the Bidder shall furnish satisfactory evidence that they have the necessary resources to fulfill the conditions of the Contract Documents. A listing of mowing and aerating equipment types, sizes to be used and number of operable uni		Dayton Log.xlsx
Paper Bid Bond, Certified Check, Cashier's Check, or Contract Bond Original, wet-ink must be received within 5 business days of bid opening.	I am verifying my bid bond electronically.	bid_bond_SOH0311367034.pdf
<b>3 Required Documents</b>		



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/7/2023
-------------------------------

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Haughn & Associates, Inc. 6050 Tain Drive Dublin OH 43017	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2"><b>CONTACT NAME:</b></td> </tr> <tr> <td style="width: 70%;"><b>PHONE (A/C. No. Ext):</b> 614-789-6800</td> <td style="width: 30%;"><b>FAX (A/C. No):</b> 614-789-6822</td> </tr> <tr> <td colspan="2"><b>E-MAIL ADDRESS:</b> info@haughn.com</td> </tr> <tr> <td colspan="2" style="text-align: center;"><b>INSURER(S) AFFORDING COVERAGE</b></td> </tr> <tr> <td colspan="2">INSURER A : The Cincinnati Casualty Company</td> </tr> <tr> <td colspan="2">INSURER B :</td> </tr> <tr> <td colspan="2">INSURER C :</td> </tr> <tr> <td colspan="2">INSURER D :</td> </tr> <tr> <td colspan="2">INSURER E :</td> </tr> <tr> <td colspan="2">INSURER F :</td> </tr> </table>	<b>CONTACT NAME:</b>		<b>PHONE (A/C. No. Ext):</b> 614-789-6800	<b>FAX (A/C. No):</b> 614-789-6822	<b>E-MAIL ADDRESS:</b> info@haughn.com		<b>INSURER(S) AFFORDING COVERAGE</b>		INSURER A : The Cincinnati Casualty Company		INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
<b>CONTACT NAME:</b>																					
<b>PHONE (A/C. No. Ext):</b> 614-789-6800	<b>FAX (A/C. No):</b> 614-789-6822																				
<b>E-MAIL ADDRESS:</b> info@haughn.com																					
<b>INSURER(S) AFFORDING COVERAGE</b>																					
INSURER A : The Cincinnati Casualty Company																					
INSURER B :																					
INSURER C :																					
INSURER D :																					
INSURER E :																					
INSURER F :																					
<b>INSURED</b> Property Worx, LLC 4495 Marysville Rd Delaware OH 43015																					

**COVERAGES** **CERTIFICATE NUMBER: 270565883** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>  <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			ENP 0679171	3/18/2023	3/18/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input type="checkbox"/> <b>AUTOMOBILE LIABILITY</b>  <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			ENP 0679171	3/18/2023	3/18/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE  DED RETENTION \$			ENP 0679171	3/18/2023	3/18/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	<input type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/>	N / A	ENP 0679171	3/18/2023	3/18/2024	<input type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER OHIO STOP GAP E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b>  City of Centerville 100 West Springvalley Pike Centerville OH 45458	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	--



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**CinciPlus®**  
**BUSINESS AUTO XC+®**  
**(EXPANDED COVERAGE PLUS)**  
**ENDORSEMENT**

This endorsement modifies insurance provided by the following:

**BUSINESS AUTO COVERAGE FORM**

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

**A. Blanket Waiver of Subrogation**

**SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights of Recovery Against Others to Us** is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" arising out of the operation of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution or the "insured contract".

**B. Noncontributory Insurance**

**SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance c.** is deleted in its entirety and replaced by the following:

- c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Liability Coverage is primary and we will not seek contribution from any other insurance for any liability assumed under an "insured contract" that requires liability to be assumed on a primary noncontributory basis.

**C. Additional Insured by Contract**

**SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured** is amended to include as an insured any person or organization for whom you have agreed in a valid written contract to provide insurance as afforded by this policy.

This provision is limited to the scope of the valid written contract.

This provision does not apply unless the valid written contract has been:

1. Executed prior to the accident causing "bodily injury" or "property damage"; and
2. Is still in force at the time of the "accident" causing "bodily injury" or "property damage".

**D. Employee Hired Auto**

**1. Changes in Liability Coverage**

The following is added to the **SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

**2. Changes in General Conditions**

**SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance** is deleted in its entirety and replaced by the following:

- b. For Hired Auto Physical Damage Coverage the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

**E. Audio, Visual and Data Electronic Equipment**

**SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit of Insurance** is amended by adding the following:

4. The most we will pay for all "loss" to audio, visual or data electronic equipment and any accessories used with this equipment as a result of any one "accident" is the lesser of:
  - a. The actual cash value of the damaged or stolen property as of the time of the "accident";
  - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
  - c. \$2,500.

Provided the equipment, at the time of the "loss" is:

- a. Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- b. Removable from a permanently installed housing unit as described in Paragraph 2.a. above; or
- c. An integral part of such equipment.

**F. Who is an Insured - Amended**

**SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured** is amended by adding the following:

The following are "insureds":

1. Any subsidiary which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this coverage form.

However, the insurance afforded by this provision does not apply to any subsidiary that is an "insured" under any other automobile liability policy or would be an "insured" under such policy but for termination of such policy or the exhaustion of such policy's limits of insurance.

2. Any organization that is newly acquired or formed by you and over which you maintain majority ownership. The insurance provided by this provision:

- a. Is effective on the date of acquisition or formation, and is afforded for 180 days after such date;
  - b. Does not apply to "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization;
  - c. Does not apply to any newly acquired or formed organization that is a joint venture or partnership; and
  - d. Does not apply to an insured under any other automobile liability policy or would be an insured under such a policy but for the termination of such policy or the exhaustion of such policy's limits of insurance.
3. Any of your "employees" while using a covered "auto" in your business or your personal affairs, provided you do not own, hire or borrow that "auto".

**G. Liability Coverage Extensions - Supplementary Payments - Higher Limits**

**SECTION II - LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments** is amended by:

1. Replacing the \$2,000 Limit of Insurance for bail bonds with \$4,000 in (2); and
2. Replacing the \$250 Limit of Insurance for reasonable expenses with \$500 in (4).

**H. Amended Fellow Employee Exclusion**

**SECTION II - LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee** is modified as follows:

Exclusion 5. **Fellow Employee** is deleted.

**I. Hired Auto - Physical Damage**

If hired "autos" are covered "autos" for Liability Coverage, then Comprehensive and Collision Physical Damage Coverages as provided under **SECTION III - PHYSICAL DAMAGE COVERAGE** of this Coverage Part are extended to "autos" you hire, subject to the following:

1. The most we will pay for "loss" to any hired "auto" is \$50,000 or the actual cash value or cost to repair or replace, whichever is the least, minus a deductible.
2. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage, or \$1,000, whichever is less.
3. Hired Auto - Physical Damage coverage is excess over any other collectible insurance.

4. Subject to the above limit, deductible, and excess provisions we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own insured under this policy.

Coverage includes loss of use of that hired auto, provided it results from an "accident" for which you are legally liable and as a result of which a monetary loss is sustained by the leasing or rental concern. The most we will pay for any one "accident" is \$3,000.

If a limit for Hired Auto - Physical Damage is shown in the Schedule, then that limit replaces, and is not added to, the \$50,000 limit indicated above and the deductibles shown in the Schedule are applicable.

#### J. Rental Reimbursement

**SECTION III - PHYSICAL DAMAGE COVERAGE** is amended by adding the following:

1. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of a "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductible applies to this coverage.
2. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
  - a. The number of days reasonably required to repair the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you; or
  - b. 30 days.
3. Our payment is limited to the lesser of the following amounts:
  - a. Necessary and actual expenses incurred; or
  - b. \$50 per day.
4. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
5. We will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under **SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions**.

#### K. Transportation Expense - Higher Limits

**SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions** is amended by replacing \$20 per day with \$50 per day, and \$600 maximum with \$1,500 maximum in **Extension a. Transportation Expenses**.

#### L. Airbag Coverage

**SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, 3.a.** is amended by adding the following:

However, the mechanical and electrical breakdown portion of this exclusion does not apply to the accidental discharge of an airbag. This coverage for airbags is excess over any other collectible insurance or warranty.

#### M. Loan or Lease Gap Coverage

1. **SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit of Insurance** is deleted in its entirety and replaced by the following, but only for private passenger type "autos" with an original loan or lease, and only in the event of a "total loss" to such a private passenger type "auto":
  - a. The most we will pay for "loss" in any one "accident" is the greater of:
    - (1) The amount due under the terms of the lease or loan to which your covered private passenger type "auto" is subject, but will not include:
      - (a) Overdue lease or loan payments;
      - (b) Financial penalties imposed under the lease due to high mileage, excessive use or abnormal wear and tear;
      - (c) Security deposits not refunded by the lessor;
      - (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
      - (e) Carry-over balances from previous loans or leases, or
    - (2) Actual cash value of the stolen or damaged property.
  - b. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of "loss".

2. **SECTION V - DEFINITIONS** is amended by adding the following, but only for the purposes of this **Loan or Lease Gap Coverage**:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

**N. Glass Repair - Waiver of Deductible**

**SECTION III - PHYSICAL DAMAGE COVERAGE, D. Deductible** is amended by adding the following:

No deductible applies to glass damage if the glass is repaired in a manner acceptable to us rather than replaced.

**O. Duties in the Event of an Accident, Claim, Suit or Loss - Amended**

**SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties in the Event of Accident, Claim, Suit or Loss, a.** is amended by adding the following:

This condition applies only when the "accident" or "loss" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An executive officer or insurance manager, if you are a corporation; or
4. A member or manager, if you are a limited liability company.

**P. Unintentional Failure to Disclose Hazards**

**SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation or Fraud** is amended by adding the following:

However, if you unintentionally fail to disclose any hazards existing on the effective date of this Coverage Form, we will not deny coverage under this Coverage Form because of such failure.

**Q. Mental Anguish Resulting from Bodily Injury**

**SECTION V - DEFINITIONS, C. "Bodily injury"** is deleted in its entirety and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish and death sustained by the same person that results from such bodily injury, sickness or disease. "Bodily injury" does not include mental anguish or death that does not result from bodily injury, sickness or disease.

**R. Coverage for Certain Operations in Connection with Railroads**

With respect to the use of a covered "auto" in operations for or affecting a railroad:

1. **SECTION V - DEFINITIONS, H. "Insured contract", 1.c.** is deleted in its entirety and replaced by the following:
  - c. An easement or license agreement;
2. **SECTION V - DEFINITIONS, H. "Insured contract", 2.a.** is deleted.

- 2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, or claim;

apply irrespective of the application of the Deductible Amount.

- (d) We may pay any part or all of the Deductible Amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the Deductible Amount as we have paid.

**d. Additional Conditions**

As respects Employee Benefit Liability Coverage, **Section IV - Commercial General Liability Conditions** is amended as follows:

- (1) Item 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit is replaced by the following:

**2. Duties In The Event Of An Act, Error, Omission, Claim Or Suit**

- a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a claim. To the extent possible, notice should include:
  - (1) What the act, error or omission was and when it occurred; and
  - (2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.
- b. If a claim is made or "suit" is brought against any insured, you must:
  - (1) Immediately record the specifics of the claim or "suit" and the date received; and
  - (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this insurance may also apply.

- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

- (2) Item 4. Other Insurance is replaced by the following:

**4. Other Insurance**

If other valid and collectible insurance is available to the insured for a loss we cover under this Employee Benefit Liability Coverage, our obligations are limited as follows:

**a. Primary Insurance**

This insurance is primary except when c. below applies. If this insurance

is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **b.** below.

**b. Method Of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

**c. No Coverage**

This insurance shall not cover any loss for which the insured is entitled to recovery under any other insurance in force previous to the effective date of this Employee Benefit Liability Coverage.

**e. Additional Definitions**

As respects Employee Benefit Liability Coverage, **Section V - Definitions** is amended as follows:

(1) The following definitions are added:

- 1. "Administration" means:
  - a. Providing information to "employees", including their dependents and beneficiaries, with respect to eligibility for or

scope of "employee benefit programs";

- b. Interpreting the "employee benefit programs";
- c. Handling records in connection with the "employee benefit programs"; or
- d. Effecting, continuing or terminating any "employee's" participation in any benefit included in the "employee benefit program".

However, "administration" does not include:

- a. Handling payroll deductions; or
  - b. The failure to effect or maintain any insurance or adequate limits of coverage of insurance, including but not limited to unemployment insurance, social security benefits, workers' compensation and disability benefits.
- 2. "Cafeteria plans" means plans authorized by applicable law to allow "employees" to elect to pay for certain benefits with pre-tax dollars.
  - 3. "Employee benefit programs" means a program providing some or all of the following benefits to "employees", whether provided through a "cafeteria plan" or otherwise:
    - a. Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;

- b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;
  - c. Unemployment insurance, social security benefits, workers' compensation and disability benefits; and
  - d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies.
4. "First effective date" means the date upon which coverage was first effected in a series of uninterrupted renewals of insurance coverage.
- (2) The following definitions are deleted in their entirety and replaced by the following:
- 5. "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
  - 18. "Suit" means a civil proceeding in which money damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes:
    - a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent;

- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent; or
  - c. An appeal of a civil proceeding.
2. **Unintentional Failure To Disclose Hazards**

**Section IV - Commercial General Liability Conditions, 6. Representations** is amended by the addition of the following:

Based on our dependence upon your representations as to existing hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not reject coverage under this Coverage Part based solely on such failure.

3. **Damage To Premises Rented To You**

- a. The last paragraph of **2. Exclusions** under **Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, explosion, lightning, smoke or soot to premises while rented to you or temporarily occupied by you with permission of the owner, for which the amount we will pay is limited to the Damage To Premises Rented To You Limit as described in **Section III - Limits Of Insurance.**

- b. The insurance provided under **Section I - Coverage A - Bodily Injury And Property Damage Liability** applies to "property damage" arising out of water damage to premises that are both rented to and occupied by you.

As respects Water Damage Legal Liability, as provided in Paragraph **3.b.** above:

The exclusions under **Section I - Coverage A - Bodily Injury And Property Damage Liability, 2. Exclusions,** other than **i.** War and the Nuclear Energy Liability Exclusion (Broad Form), are deleted and the following are added:

This insurance does not apply to:

- (a) "Property damage":

- (i) Assumed in any contract or agreement; or
- (ii) Caused by or resulting from any of the following:
  - 1) Wear and tear;
  - 2) Rust or other corrosion, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;
  - 3) Smog;
  - 4) Mechanical breakdown, including rupture or bursting caused by centrifugal force;
  - 5) Settling, cracking, shrinking or expansion;
  - 6) Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals; or
  - 7) Presence, growth, proliferation, spread or any activity of fungus, including mold or mildew, and any mycotoxins, spores, scents or byproducts produced or released by fungi.
- (b) "Property damage" caused directly or indirectly by any of the following:
  - (i) Earthquake, volcanic eruption, landslide or any other earth movement;
  - (ii) Water that backs up or overflows or is otherwise discharged from a sewer, drain, sump, sump pump or related equipment;
  - (iii) Water under the ground surface pressing on, or flowing or seeping through:
    - 1) Foundations, walls, floors or paved surfaces;
    - 2) Basements, whether paved or not; or
    - 3) Doors, windows or other openings.
- (c) "Property damage" caused by or resulting from water that leaks or flows from plumbing, heating, air

conditioning, fire protection systems, or other equipment, caused by or resulting from freezing, unless:

- (i) You did your best to maintain heat in the building or structure; or
  - (ii) You drained the equipment and shut off the water supply if the heat was not maintained.
- (d) "Property damage" to:
- (i) Plumbing, heating, air conditioning, fire protection systems, or other equipment or appliances; or
  - (ii) The interior of any building or structure, or to personal property in the building or structure, caused by or resulting from rain, snow, sleet or ice, whether driven by wind or not.

**c. Limit Of Insurance**

With respect to the insurance afforded in Paragraphs **3.a.** and **3.b.** above, the Damage To Premises Rented To You Limit as shown in the Declarations is amended as follows:

- (1) Paragraph **6.** of Section **III - Limits Of Insurance** is replaced by the following:
  - 6.** Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A - Bodily Injury And Property Damage Liability** for damages because of "property damage" to any one premises:
    - a.** While rented to you, or temporarily occupied by you with permission of the owner;
    - b.** In the case of damage by fire, explosion, lightning, smoke or soot, while rented to you; or
    - c.** In the case of damage by water, while rented to and occupied by you.
- (2) The most we will pay is limited as described in Section **B. Limits Of**



Insurance, **3. Damage To Premises Rented To You** of this endorsement.

#### 4. Supplementary Payments

Under **Section I - Supplementary Payments - Coverages A and B**:

- a. Paragraph **1.b.** is replaced by the following:

Up to the limit shown in **Section B. Limits Of Insurance, 4.a.** Bail Bonds of this endorsement for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

- b. Paragraph **1.d.** is replaced by the following:

All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to the limit shown in **Section B. Limits Of Insurance, 4.b.** Loss Of Earnings of this endorsement per day because of time off from work.

#### 5. Medical Payments

The Medical Expense Limit of Any One Person as shown in the Declarations is amended to the limit shown in **Section B. Limits Of Insurance, 5.** Medical Payments of this endorsement.

#### 6. 180 Day Coverage For Newly Formed Or Acquired Organizations

**Section II - Who Is An Insured** is amended as follows:

Subparagraph **a.** of Paragraph **3.** is replaced by the following:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

#### 7. Waiver Of Subrogation

**Section IV - Commercial General Liability Conditions, 8. Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following:

We waive any right of recovery against any additional insured under this endorsement, because of any payment we make under this endorsement, to whom

the insured has waived its right of recovery in a written contract, written agreement, written permit or written authorization. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such additional insured prior to loss.

#### 8. Automatic Additional Insured - Specified Relationships

- a. The following is added to **Section II - Who Is An Insured**:

(1) Any person(s) or organization(s) described in Paragraph **8.a.(2)** of this endorsement (hereinafter referred to as additional insured) whom you are required to add as an additional insured under this Coverage Part by reason of a written contract, written agreement, written permit or written authorization.

(2) Only the following persons or organizations are additional insureds under this endorsement, and insurance coverage provided to such additional insureds is limited as provided herein:

##### (a) Managers Or Lessors Of Premises

The manager or lessor of a premises leased to you you are required per Paragraph **8.a.(1)** of this endorsement to provide insurance, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

(i) Any "occurrence" which takes place after you cease to be a tenant in that premises;

(ii) Structural alterations, new construction or demolition operations performed by or on be-




# Bid Bond in Accordance with Contract Specifications

Be sure to refer to the actual bond documents referenced in the contract specifications for specific terms before completing this form.

<b>PRINCIPAL NAME</b> Property Worx LLC	<b>PRINCIPAL ADDRESS</b> 4495 Marysville Road, Delaware, OH 43015
<b>SURETY NAME</b> Western Surety Company	<b>SURETY ADDRESS</b> 151 N Franklin Street, Chicago, IL 60606
<b>OBLIGEE NAME</b> City of Centerville	<b>OBLIGEE ADDRESS</b> 100 West Spring Valley Road, Centerville, OH 45458

## Bond Information

<b>BID DATE</b> 03/11/2024	<b>CONTRACT ID</b> 2024-004	<b>CONTRACT VENDOR ID</b> BUSINESS29481
<b>PROJECT DESCRIPTION</b> LAWN MOWING AND AERATING 2024-2025		
<b>AMOUNT OF BID SECURITY</b> 10%	<b>AMOUNT OF BID SECURITY-SPELLED OUT</b> Ten Percent of the Total Amount Bid	
<b>BOND ENTERED AND EXECUTED BY</b> Austin Jones		<b>ATTORNEY-IN-FACT SIGNATURE</b> 

Know all men by these presents that Western Surety Company,  
a Corporation duly organized under the laws of the State of South Dakota, are held and firmly bound unto the above owner/obligee by the transmission. The surety agrees to waive the statute of fraud defense and further agrees that the owner/obligee is a third party beneficiary of the waiver for the purposes of enforcing this bid bond.



# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

SOH0311367034

**Know All Men By These Presents**, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Individually** Austin Jones

of, Ohio, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

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

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

**In Witness Whereof**, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 10th day of January, 2024.



WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 10th day of January, 2024, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

### CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 03/11/2024



WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

### Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27<sup>th</sup> day of April, 2022:

“RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company.”

Go to [www.cnasurety.com](http://www.cnasurety.com) > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.



**General Info**

**Alt Total:** \$231,820.00

**Total:**

\$24,000.00

<b>Number</b>	<b>Description</b>
2024 - 004	Project Description: Lawn Mowing and Aerating 2024-2025
<b>Deadline</b>	Location: City of Centerville, Ohio
03/11/2024 11:00 AM EDT	Pre-Bid Meeting: Thursday, Feb 29, 2024, at 1:30 P.M. at the City's Public Works Center, 7970 South Suburban Road. Attendance is not mandatory but highly encouraged.
<b>Vendor</b>	Each "Group A, B, C, & D" listed under the Item List below may be awarded to a different contractor; contractors are free to bid on one, some, or all of the Groups.
Oheil Site Solutions	A Bid Bond, Maintenance Bond, and Performance Bond will be required for this project.
<b>Submitted</b>	Project Contact: Ben Ankeney 937-428-4784 & Todd Pemberton 937-428-4783
03/07/2024 09:40 AM EST	
<b>Signed by</b>	
Jeff Heil	
<b>Opened</b>	<b>Allows zero unit prices and labor</b>
03/11/2024 11:07 AM EDT <b>By</b> jbrinegar@centervilleohio.gov	Yes
	<b>Allows negative unit prices and labor</b>
	Yes

## Attachment List

---

Project Title Page (69.5 KB)

---

Parcel Descriptions 2024-2025 (225 KB)

---

Performance Specifications 2024-2025 (187 KB)

---

Mowing Maps 2024-2025 (8.49 MB)

---

Formal Purchasing Bid (Services) - Instructions to Bidders and General Provisions -Revised 1.1.2023 (451 KB)

---

Pre-Bid Meeting Attendance List.pdf (572 KB)

---

Addendum #1.pdf (153 KB)

---

Addendum #2.pdf (114 KB)

---

## ADDENDA ACKNOWLEDGEMENT

---

**Addenda Acknowledgement (click + to add entries or type "N/A" if no addenda have been issued):**

**Addendum #:** \*

1

**Addendum Date:** \*

MARCH 5, 2024

**Addenda Acknowledgement (click + to add entries or type "N/A" if no addenda have been issued):** 1

**Addendum #:** \*

2

**Addendum Date:** \*

MARCH 6, 2024

## Item List

---

Parcel Number	Description	Quantity	Units	Unit Price	Extension
	Alternates are not included in bid total.				
					<b>Total:</b>

**GROUP A - MOWING**

<b>Parcel Number</b>	<b>Description</b>	<b>Quantity</b>	<b>Units</b>	<b>Unit Price</b>	<b>Extension</b>
Optional: Vendor is not required to complete. Alternate: Owner-agency may award independently from entire bid.					
Alternates are not included in bid total.					
1	Rahn Road including Green Tree Road	29	EACH	\$300.00	\$8,700.00
2	Whipp Road	29	EACH	\$150.00	\$4,350.00
3	Wilmington Pike including Feedwire Road	29	EACH	\$700.00	\$20,300.00
4	Clyo Road except Forest Brook Blvd	29	EACH	\$900.00	\$26,100.00
4a	Forest Brook Blvd	16	EACH	\$600.00	\$9,600.00
5	Bigger Road	29	EACH	\$200.00	\$5,800.00
				<b>Alternate Total: \$74,850.00</b>	<b>Total:</b>



**GROUP B - MOWING**

<b>Parcel Number</b>	<b>Description</b>	<b>Quantity</b>	<b>Units</b>	<b>Unit Price</b>	<b>Extension</b>
Optional: Vendor is not required to complete. Alternate: Owner-agency may award independently from entire bid.					
Alternates are not included in bid total.					
6	Alex-Bell and Loop Roads	29	EACH	\$300.00	\$8,700.00
7	Far Hills Avenue/ State Route 48 including Fireside Drive	29	EACH	\$250.00	\$7,250.00
8	South Main Street/ State Route 48	29	EACH	\$325.00	\$9,425.00
9	Yankee Trace area	29	EACH	\$125.00	\$3,625.00
13A&B	Uptown	29	EACH	\$700.00	\$20,300.00
13C	Uptown public parking lot areas	29	EACH	\$300.00	\$8,700.00
				<b>Alternate Total: \$58,000.00</b>	<b>Total:</b>

**GROUP C - MOWING**

<b>Parcel Number</b>	<b>Description</b>	<b>Quantity</b>	<b>Units</b>	<b>Unit Price</b>	<b>Extension</b>
Optional: Vendor is not required to complete. Alternate: Owner-agency may award independently from entire bid.					
Alternates are not included in bid total.					
10	Stubbs Park - south section	27	EACH	\$1,200.00	\$32,400.00
11	Stubbs Park - north section	27	EACH	\$900.00	\$24,300.00
				<b>Alternate Total: \$56,700.00</b>	<b>Total:</b>

**GROUP D - MOWING**

\$21,750.00

---

<b>Item Code</b>	<b>Description</b>	<b>Quantity</b>	<b>Units</b>	<b>Unit Price</b>	<b>Extension</b>
Optional: Vendor is not required to complete. Alternate: Owner-agency may award independently from entire bid.					
14	Cornerstone Park	29	EACH	\$450.00	\$13,050.00
15	Cabelas	29	EACH	\$300.00	\$8,700.00
					<b>Alternate Total: \$21,750.00</b>
					<b>Total: \$21,750.00</b>

**GROUP A - AERATING**

<b>Parcel Number</b>	<b>Description</b>	<b>Quantity</b>	<b>Units</b>	<b>Unit Price</b>	<b>Extension</b>
Optional: Vendor is not required to complete. Alternate: Owner-agency may award independently from entire bid.					
Alternates are not included in bid total.					
1	Rahn Road including Green Tree Road	1	EACH	\$595.00	\$595.00
2	Whipp Road	1	EACH	\$200.00	\$200.00
3	Wilmington Pike including Feedwire Road	1	EACH	\$1,100.00	\$1,100.00
4	Clyo Road (excluding Forest Brook Blvd)	1	EACH	\$1,450.00	\$1,450.00
5	Bigger Road	1	EACH	\$550.00	\$550.00
				<b>Alternate Total: \$3,895.00</b>	<b>Total:</b>

**GROUP B - AERATING**

<b>Parcel Number</b>	<b>Description</b>	<b>Quantity</b>	<b>Units</b>	<b>Unit Price</b>	<b>Extension</b>
Optional: Vendor is not required to complete. Alternate: Owner-agency may award independently from entire bid.					
Alternates are not included in bid total.					
6	Alex-Bell and Loop Roads	1	EACH	\$750.00	\$750.00
7	Far Hills Avenue/ State Route 48 including Fireside Drive	1	EACH	\$425.00	\$425.00
8	South Main Street/ State Route 48	1	EACH	\$850.00	\$850.00
9	Yankee Trace area	1	EACH	\$350.00	\$350.00
13A&B	Uptown	1	EACH	\$1,050.00	\$1,050.00
13C	Uptown public parking lot areas	1	EACH	\$225.00	\$225.00
				<b>Alternate Total: \$3,650.00</b>	<b>Total:</b>

**GROUP C - AERATING**

<b>Parcel Number</b>	<b>Description</b>	<b>Quantity</b>	<b>Units</b>	<b>Unit Price</b>	<b>Extension</b>
Optional: Vendor is not required to complete. Alternate: Owner-agency may award independently from entire bid.					
Alternates are not included in bid total.					
10	Stubbs Park - south section	1	EACH	\$5,500.00	\$5,500.00
11	Stubbs Park - north section	1	EACH	\$3,300.00	\$3,300.00
12A	City Hall, 100 West Spring Valley Road	1	EACH	\$350.00	\$350.00
12B	Public Works, 7970 South Suburban Road	1	EACH	\$700.00	\$700.00
12C	Police Department, 155 West Spring Valley Road	1	EACH	\$600.00	\$600.00
12D	Pocket Park, SEC SR 48 & Alex-Bell Road	1	EACH	\$275.00	\$275.00
				<b>Alternate Total: \$10,725.00</b>	<b>Total:</b>

**GROUP D - AERATING**

\$2,250.00

---

<b>Item Code</b>	<b>Description</b>	<b>Quantity</b>	<b>Units</b>	<b>Unit Price</b>	<b>Extension</b>
Optional: Vendor is not required to complete. Alternate: Owner-agency may award independently from entire bid.					
14	Cornerstone Park	1	EACH	\$1,300.00	\$1,300.00
15	Cabelas	1	EACH	\$950.00	\$950.00
					<b>Alternate Total: \$2,250.00</b>
					<b>Total: \$2,250.00</b>

## Contract Affidavits

---

**State of: \***

OHIO

**County of: \*** , **ss:**

MONTGOMERY

**Name: \***

JEFFREY W. HEIL

, **Affiant, being first duly sworn, deposes and says:**

**I am the [Title]: \***

PRESIDENT

**of [Contractor]: \***

OHEIL SITE SOLUTIONS

**Office Address: \***

2109 EAST SOCIAL ROW ROAD, CENTERVILLE, OH 45458

**Phone Number: \***

(937) 432-9911

**SSN or Fed. ID: \***

34-1569363

**Email Address: \***

travis@oheilsitesolutions.com

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

\*

**Effective this date: \***

MARCH 7, 2024

**the Contractor:**

**A. Contractor's Personal Property Tax Affidavit Selection List (O.R.C. § 5719.042)**



I HAVE been charged with delinquent personal property taxes on the general list of personal property as set forth below at the time the bid was submitted.

required

**A. Contractor's Personal Property Tax Affidavit (O.R.C. § 5719.042)(If you selected that you HAVE been charged from the above Selection List add counties and amounts by clicking "+". If you selected you have NOT been charged in the above selection list, type "N/A"):**

(For amounts - include total amount, with penalties and interest thereon)

**County: \***

N/A

**Amount \$: \***

N/A

**B. Non-Collusion Affidavit**

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 authorized representative 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 said authorized representative has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone 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 public body awarding the contract or anyone interested in the proposed contract; that all statements contained in such bid are true; and, further that said authorized representative 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 authorized representative in his general business.

**C. Drug Free Workplace Certification Affidavit**

The above referenced Contractor hereby certifies that it is enrolled and in good standing in the Ohio Bureau of Workers' Compensation (BWC) Drug-Free Workplace program (DFWP) or an equivalent BWC approved DFWP in accordance with the requirements of Revised Code Section 153.03-153.031.

**D. Certification of Findings for Recovery Affidavit**

The authorized representative hereby certifies that there are no unresolved Findings for Recovery of Public Funds issued against him/her/it by the Auditor of the State of Ohio.

**E. Ohio Ethics Law**

The Contractor certifies that they are compliant with all applicable ethics law requirements, including, without limitation, Sections 102.04 and 3517.13 of the Ohio Revised Code.

**F. Non-Discrimination & Equal Employment Opportunity Affidavit**

The above referenced Contractor hereby certifies; that it does not and shall not discriminate against any employee or subcontractor for employment because of race, creed, disability, military status, religion, color, sex, pregnancy, gender identification, sexual orientation, age, genetic information or national origin. If awarded a contract by the City of Centerville, Ohio, the Contractor shall take affirmative action to insure that subcontractor are employed and that employees are treated, during employment, without regard to their race, creed, disability, military status, religion, color, sex, pregnancy, gender identification, sexual orientation, age, genetic information or national origin. If successful as the lowest and best Bidder the Contractor shall post non- discrimination notices in conspicuous places available to employees and subcontractors for employment setting forth the provision of this affidavit.

Furthermore, said Contractor agrees to abide by the assurances found in Section 153.59 of the Ohio Revised code if selected as a successful Bidder by the City of Centerville, Ohio.

By signing below, I am certifying the following affidavits as set forth above: Contractor's Personal Property Tax, Non-Collusion, Drug Free Workplace, Certification of Findings for Recovery, Declaration of Centerville City Income Tax Account, Ohio Ethics Law, and Non- Discrimination and Equal Employment Opportunity.

**Signature of Authorized Representative: \***

JEFFREY W. HEIL

**Date: \***

MARCH 7, 2024

## Proposal Form Offer

---

**Contractor Name: \***

OHEIL SITE SOLUTIONS

, as a Contractor authorized to do business in the State of Ohio,

**proposes to perform the work identified as: \***

LAWN MOWING AND AERATING 2024-2025

**City of Centerville,**

**Date: \***

MARCH 7, 2024

To the City of Centerville, Ohio

The undersigned hereby declares, as bidder, that he/she/it has personally examined the site of the herein proposed work, that the only persons or parties interested in this proposals are those named herein, that this bid is made without any connection with any other person, or making a bid for the same purpose, that he/she/it has read the Invitation to Bid, including Instructions to Bidders, General Conditions, Agreement, Bond forms, Specifications, plans and drawings, and the amendments thereto, that he agrees to all of the stipulations therein contained, and he proposes and agrees that if his bid, as submitted in the attached schedule is accepted, he will contract in the form specified in the Invitation to Bid, perform all the work mentioned in the Invitation to Bid and complete the same within the time therein specified after the date of notification by the City to proceed with the work, and will furnish the required bonds all within ten days after date of mailing Notice of Acceptance to him/her/it at his address as given below, and that he/she/it will accept in full payment therefore the prices named in the attached schedule. Said prices are to include and cover the furnishing of all material, labor, tools, equipment and all other things necessary to complete the entire work in a proper and workmanlike manner according to the plans identified in the Invitation to Bid and upon the terms and conditions and in the manner set forth in the Invitation to Bid, and under penalty of bond hereto attached, and to the full satisfaction and acceptance by the City Council of Centerville.

\*

The following is the name and place of the surety company which will sign the bonds each in the amount of 100% of the bid as surety if the work is awarded to the undersigned.

**Of [Name of Surety Company]: \***

ATLANTIC SPECIALTY

**Local Agent [Agent's Name]: \***

NEACE LUKENS - DALE DERR

**Address [Surety's Address]: \***

605 HIGHWAY 169 NORTH, SUITE 800, PLYMOUTH, MN 55441

It is hereby agreed that the City of Centerville has the right to reject this proposal, or to award the above described work to the undersigned at the prices stipulated. If the proposal is rejected then the enclosed check for 10% of the amount of the bid, (if a bid bond is not included), which is made payable to the City of Centerville shall be returned to the undersigned as provided in Instruction to Bidders. If the proposal is accepted and the work is awarded and the Undersigned shall fail to enter into a contract in the form and terms set out in the invitation to Bid within ten days after the award shall have been made, then the said check shall be cashed and the amount thereof paid into the Treasury of the City of Centerville as liquidation damages for the failure of the undersigned to comply with the terms of this proposal.

\*

**Type of Bidder: \***

Corporation

**Bidder(s) Name: \***

OHEIL SITE SOLUTIONS

**Bidder's Address (include city/state/zip): \***

2109 EAST SOCIAL ROW ROAD, CENTERVILLE, OHIO 45458

**By [Signature]: \***

JEFFREY W. HEIL

**Printed Name & Title: \***

JEFFREY W. HEIL, PRESIDENT

## Bid Bond

---

### Bond Percentage

10.00%

### Guarantee Method \*

Check

#### Check

#### Confirmation \*

I have provided a Cashier's Check for 10.00% of the bid total amount.

## Bidder's Proposed Subcontractors

---

The Bidder is requested to provide a list of proposed subcontractors for use by the Owner in evaluation of the bids. The Owner understands this listing may change based on actual subcontractor agreements.

**Subcontractors (click the '+' to enter subcontractors. If no subcontractors, type "N/A".)**

**Subcontractor Name \***

N/A

**Trade \***

N/A

**Work Performed: \***

N/A

## Required Document List

---

Name	Omission Terms	Submitted File
Certificate of Liability Insurance Certificate of Liability Insurance		InsuranceCertCenterville2023.p
Experience and References The City requires that the Bidder shall furnish satisfactory evidence that they have the necessary resources to fulfill the conditions of the Contract Documents. A listing of mowing and aerating equipment types, sizes to be used and number of operable uni		CommercialJobListMow.ods
Paper Bid Bond, Certified Check, Cashier's Check, or Contract Bond Original, wet-ink must be received within 5 business days of bid opening.	I am verifying my bid bond electronically.	CentervilleMow2024Bond.pdf
<b>3 Required Documents</b>		



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/28/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER: Dayton/ AssuredPartners NL
8163 Old Yankee Street, Suite D
Dayton, OH 45458
CONTACT NAME: Stephanie Harville
PHONE: (937) 853-4212 4212
INSURER(S) AFFORDING COVERAGE:
INSURER A: FCCI Insurance Company
INSURER B: Monroe Guaranty Insurance Co
INSURER C:
INSURER D:
INSURER E:
INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, Workers Compensation, and Install/Bldg Risk.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER CANCELLATION

Certificate holder information: City of Centerville, 100 West Spring Valley Road, Centerville, OH 45458. Cancellation notice: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. Authorized representative signature: Evan [Signature]



**BID GUARANTY AND  
CONTRACT BOND**

(SECTION 153.571 Ohio Revised Code)

KNOW ALL BY THESE PRESENTS, that we, the undersigned Ohio Irrigation Lawn Sprinkler Systems, Inc. dba O-Heil Site Solutions

2109 E. Social Row Road, Centerville, OH 45458

(Name and Address)

as Principal and Atlantic Specialty Insurance Company

(Name of Surety)

as Surety,

are hereby held and firmly bound unto the City of Centerville

as Obligee in the penal sum of the dollar amount

of the bid submitted by the Principal to the Obligee on March 7, 2024 to undertake the project known as:

Lawn Mowing and Aerating 2024-2025

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 above line 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 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 to 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 will pay 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 null and 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; and

IF THE SAID Principal shall well and faithfully perform each and every condition of such contract; and indemnify the Obligee 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 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 materialman or laborer having a just claim; as well as for the Obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

THE SAID Surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of said contract or in or to the plans and specifications therefor shall in any wise affect the obligations of said Surety on its 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 7th day of March, 2024.

PRINCIPAL:

Ohio Irrigation Lawn Sprinkler Systems, Inc. dba O-Heil Site Solutions

BY: [Signature]

TITLE: INSURANT

SURETY: Atlantic Specialty Insurance Company

BY: Kelsey Becker

Kelsey Becker  
Attorney-in-Fact

SURETY COMPANY ADDRESS:

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

SURETY AGENT'S ADDRESS:

AssuredPartners NL, LLC  
Agency Name  
5905 East Galbraith Road, Suite 5000  
Street  
Cincinnati OH 45236  
City State Zip  
(513) 475-3302  
Telephone

NOTE: Failure by any party to sign Bid Guaranty and Contract Bond shall result in rejection of bid.



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: Stella Adams, G. Dale Derr, Tammy Masterson, Mark Nelson, Nancy Nemece, Randal T. Noah, Liz Ohi, Katie Rose, Tiffany Gobich, Evan R. Derr, Audria Coleman, Kelsey Becker, Corie Pfister, Kathrine Adele Krekeler, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: unlimited and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

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

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

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

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

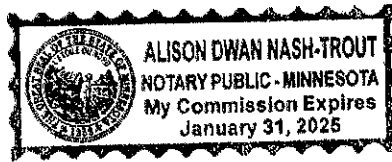
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.

STATE OF MINNESOTA  
HENNEPIN COUNTY



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

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



*Alison Nash-Trout*  
Notary Public

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

Signed and sealed. Dated 7th day of March, 2024.

This Power of Attorney expires  
January 31, 2025



*Kara Barrow*  
Kara Barrow, Secretary




**Atlantic Specialty Insurance Company**  
Period Ended 12/31/2022

*Dollars displayed in thousands*


<b>Admitted Assets</b>		<b>Liabilities and Surplus</b>	
Investments:		<b>Liabilities</b>	
Bonds	\$ 2,216,201	Loss Reserves	\$ 1,083,888
Preferred Stocks	-	Loss Adjustment Expense Reserves	947,884
Common Stocks	752,587	<b>Total Loss &amp; LAE Reserves</b>	<u>1,441,852</u>
Mortgage Loans	-		
Real Estate	-	Unearned Premium Reserve	735,819
Contract Loans	-	Total Reinsurance Liabilities	42,785
Derivatives	-	Commissions, Other Expenses, and Taxes due	88,767
Cash, Cash Equivalents & Short Term Investments	306,498	Derivatives	-
Other Investments	20,805	Payable to Parent, Subs or Affiliates	-
<b>Total Cash &amp; Investments</b>	<u>3,288,071</u>	All Other Liabilities	<u>632,598</u>
		<b>Total Liabilities</b>	<u>2,921,725</u>
Premiums and Considerations Due	332,718		
Reinsurance Recoverable	39,231	<b>Capital and Surplus</b>	
Receivable from Parent, Subsidiary or Affiliates	2,250	Common Capital Stock	9,001
All Other Admitted Assets	79,777	Preferred Capital Stock	-
<b>Total Admitted Assets</b>	<u>3,750,047</u>	Surplus Notes	-
		Unassigned Surplus	174,558
		Other Including Gross Contributed	644,788
		<b>Capital &amp; Surplus</b>	<u>828,322</u>
		<b>Total Liabilities and C&amp;S</b>	<u>3,750,047</u>

State of Minnesota  
County of Hennepin

I, Kara L.B. Barrow, Secretary of Atlantic Specialty Insurance Company do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company, on the 31<sup>st</sup> day of December, 2022, according to the best of my information, knowledge and belief.

  
Secretary

Subscribed and sworn to, before me, a Notary Public of the State of Minnesota on this 16th day of March, 2023.

  
Notary Public



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

**Ohio Department of Insurance**

Mike DeWine - Governor  
Judith French - Director



**Certificate of Compliance**

Issued 03/22/2023  
Effective 04/02/2023  
Expires 04/01/2024

I, Judith French, hereby certify that I am the Director of Insurance in the State of Ohio and have supervision of insurance business in said State and as such I hereby certify that

**ATLANTIC SPECIALTY INSURANCE COMPANY**

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

**Section 3929.01 (A)**

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

ATLANTIC SPECIALTY INSURANCE COMPANY certified in its annual statement to this Department as of December 31, 2022 that it has admitted assets in the amount of \$3,750,047,271, liabilities in the amount of \$2,921,725,080, and surplus of at least \$828,322,191.

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

*Judith L. French*  
Judith French, Director

