

6:00 P.M. - Joint Cemetery Meeting



**CITY OF PERRYSBURG
CITY COUNCIL
AGENDA**

May 2, 2023

1. Call to Order - 6:30 PM
2. Roll Call
3. Pledge of Allegiance
4. Minutes of Council Meeting of April 18, 2023
5. Special Reports
6. Letters, Communications, and Citizens Communications
7. Administrative Reports
 - a. Mayor
 - b. City Administrator
 - c. Finance Director
 - d. Law Director
8. President of Council Report
9. Committee Reports
 - a. **Finance & Economic Development**
 - b. **Safety**

Resolution# 47-2023

A RESOLUTION AWARDING A BID AND AGREEMENT TO THE DELVENTHAL COMPANY IN THE AMOUNT OF NINETY-NINE THOUSAND THREE HUNDRED EIGHTY DOLLARS AND ZERO CENTS (\$99,380.00) FOR THE CONSTRUCTION OF A STORAGE BUILDING AT FIRE STATION 39 AND DECLARING AN EMERGENCY

***Recommendation to Suspend the Rules,
Waive the Three Readings, and
Pass as an Emergency Measure***

- c. Recreation
- d. Planning & Zoning
- e. Personnel
- f. Public Utilities

g. Service

Resolution# 48-2023

A RESOLUTION AWARDDING A BID AND AGREEMENT TO HELMS & SONS EXCAVATING, INC. IN THE AMOUNT OF ONE MILLION SEVEN HUNDRED TWENTY-FIVE THOUSAND SIXTY-THREE DOLLARS AND TWO CENTS (\$1,725,063.02) FOR PAVEMENT MILLING AND RESURFACING ON VARIOUS CITY STREETS AND DECLARING AN EMERGENCY

***Recommendation to Suspend the Rules,
Waive the Three Readings, and
Pass as an Emergency Measure***

Resolution# 49-2023

A RESOLUTION AWARDDING A BID AND AGREEMENT TO THE POSITIVE TRADES GROUP IN THE AMOUNT OF ONE HUNDRED FIFTY THOUSAND EIGHT HUNDRED THIRTY-TWO DOLLARS AND ZERO CENTS (\$150,832.00) FOR A THREE-YEAR AGREEMENT TO MAINTAIN THE HVAC SYSTEMS AT VARIOUS CITY OWNED BUILDINGS AND DECLARING AN EMERGENCY

***Recommendation to Suspend the Rules,
Waive the Three Readings, and
Pass as an Emergency Measure***

Resolution# 51-2023

DECLARING ONE 2008 FORD EXPEDITION 4X4 CURRENTLY USED BY THE DEPARTMENT OF PUBLIC SERVICE NO LONGER NEEDED FOR MUNICIPAL PURPOSES AND DECLARING AN EMERGENCY

***Recommendation to Suspend the Rules,
Waive the Three Readings, and
Pass as an Emergency Measure***

10. Other Business

11. Adjournment

TO: Mayor Mackin
President Smith
Members of City Council

FROM: Brian Thomas, City Engineer

RE: Resolution 47-2023

DATE: April 24, 2023



Subject Matter/Background

A Resolution authorizing awarding a bid and entering an agreement with The Delventhal Company for the Fire Station Storage Building Project.

This project consists of building a storage building at Fire Station 39. The building will be used to store training equipment.

The Budget for this project is \$110,000.00 the bid from The Delventhal Company (including all the alternates) was \$99,380.00.

Financial Review

The funds for this project will come out of the 2023 budget, Account 4403-21233-55999.

Legal Review

This resolution has been reviewed and is appropriately before you.

Recommendation

If City Council is in agreement, a motion to waive the rules, waive the three readings, and pass this resolution as an emergency is appropriate. An emergency measure is requested because the bid opening for the project was April 21, 2023. Sixty days from the bid opening is June 21, 2023 and the City needs the appropriate amount of time within that window to assign the bid and issue the agreement.

RESOLUTION 47-2023

**A RESOLUTION AWARDING A BID AND AGREEMENT TO THE
DELVENTHAL COMPANY IN THE AMOUNT OF NINETY-NINE
THOUSAND THREE HUNDRED EIGHTY DOLLARS AND ZERO
CENTS (\$99,380.00) FOR THE CONSTRUCTION OF A STORAGE
BUILDING AT FIRE STATION 39 AND DECLARING AN
EMERGENCY**

WHEREAS, the City of Perrysburg, Ohio solicited general contractor bids for construction of a storage building at Fire Station 39, and the City issued a bid package which contained all relevant specifications and requirements for the project, which acknowledged that the City was authorized to waive minor irregularities in bidding which did not affect the fairness of the process, and pursuant to which the City would accept the lowest and best bid for the required work; and,

WHEREAS, The Delventhal Company provided the lowest and best bid for the proposed work, and it has the equipment, expertise, personnel, and knowledge to perform the required work; and,

WHEREAS, given the nature of the work, it is reasonable that any contract to perform such work should be awarded to a general contractor rather than to separate trade contractors.

WHEREAS, the Safety Committee reviewed this request at its meeting on April 25, 2023 and voted 3-0 to recommend the legislation to City Council.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY
OF PERRYSBURG, WOOD COUNTY, OHIO:**

SECTION 1. The Mayor and Director of Finance are authorized to enter into an Agreement with The Delventhal Company in the amount of Ninety-Nine Thousand Three Hundred and Eighty Dollars and Zero Cents (\$99,380.00) as represented in Exhibit A attached hereto and the Mayor and Director of Finance are further authorized to approve all change orders considered necessary to this project in an amount not to exceed ten percent (10%) or Nine Thousand Nine Hundred Thirty-Eight Dollars and Zero Cents (\$9,938.00).

SECTION 2. It is found and determined that all formal actions of Council concerning or relating to the passage of this Resolution were adopted in an open meeting of the Council, and that all deliberations of this Council and any of its committees, that resulted in such formal actions, were in meetings open to the public in compliance with all legal requirements of the City of Perrysburg and the State of Ohio.

SECTION 3. This Resolution is hereby declared to be an emergency measure to expedite the project and to promote safety. Following appropriate legislative action, it shall take effect and be in force immediately upon its passage and approval, otherwise it shall take effect and be in force from and after the earliest period allowed by law.

President of Council

Mayor

PASSED: _____

ATTEST: _____

APPROVED: _____

General Info

Alt Total: \$3,100.00

Total:

\$96,280.00

Number	Description
Fire Department Storage Building	Fire Department Storage Building
Deadline 04/21/2023 02:00 PM EDT	This project consists of the construction of a storage building near the edge of the existing parking lot located at the existing Fire Station (26100 Fort Meigs Road). Driveway, sidewalk, seeding and other miscellaneous items to make the proposed storage building complete and operational are also included.
Vendor The Delventhal Company	The project will be awarded to the lowest and most responsive bidder based on the Grand Total Price of the Base Bid and any alternates selected.
Submitted 04/21/2023 11:52 AM EDT	The Completion Date for the project is October 31, 2023 Engineering Estimate: \$ 100,000
Signed by Jess M. Saylor, Jr. Account Holder Jess Saylor, Jr.	Allows zero unit prices and labor Yes Allows negative unit prices and labor Yes
Opened 04/21/2023 02:00 PM EDT By thaar@ci.perrysburg.oh.us	

Attachment List

Perrysburg Fire Department Storage Building - Bid Permit Set - 08-04-22.pdf (4.23 MB)
Plan Set

2_LegalNotice_FY21.pdf (111 KB)
Legal Advertisement

3_ProjDesc_FY21.pdf (344 KB)
Project Description

4_InstructionstoBid-FY21.pdf (140 KB)
Instructions to bidders

5_General Conditions.pdf (230 KB)
General Conditions

6_Specs_FY21.pdf (306 KB)
Specifications

7_Insurance Requirements.pdf (115 KB)
Insurance Requirements

8_ContractForm_FY21.pdf (657 KB)
Contract Forms (for reference only)

Proposal

BID

Proposal of: *

The Delventhal Company

(hereinafter called "Bidder"), organized and existing under the laws of the State of *

Ohio

doing business as *

"a corporation"

submitted to The City of Perrysburg (hereinafter called "Owner").

In compliance with the Advertisement for Bids, the Bidder hereby proposes to perform all Work for the construction of: *

Fire Department Storage Building

in strict accordance with the Contract Documents, within the time set forth therein, and accept as compensation therefore the sum of (in words): *

Ninety six thousand, two hundred eighty dollars 00

\$ (in currency): *

\$96,280.00

;however, the final amount will be controlled by the following unit prices and no payments shall exceed the total unit prices for said work. The Bidder agrees to accept the following unit prices for any addition or deductions caused by any change or alterations in the plans or specifications of the work.

By submission of this Bid, each Bidder certifies, and in the case of a joint Bid each party thereto certifies as to his own organization, that: 1) this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor; 2) they do not have an unresolved finding for recovery issued by the Auditor of State, in accordance with Section 9.24 of the Ohio Revised Code; and 3) they do not have an active exclusion shown in the Federal System of Award Management (SAM).

The Bidder hereby agrees to commence work under this contract on or before a date to be specified in the Notice to Proceed and to complete the project on/before the date specified. The Bidder further agrees to pay as liquidated damages, the sum of \$150 for each consecutive calendar day thereafter as provided in the General Conditions.

The Bidder acknowledges receipt of the following Addendum (Type N/A if not applicable):

Addenda #: *

N/A

Addenda Date: *

N/A

The Bidder acknowledges that 1) they have not received nor relied upon any representations or warranties of any nature whatsoever from the Owner, its officers, employees, or agents; 2) they are responsible for verifying the current prevailing wage rates and requirements according to Chapter 4114 of the Ohio Revised Code; 3) upon contract award, they will be required to sign an affidavit indicating whether or not they have delinquent personal property taxes on the General Tax List of Personal Property of Wood County, Ohio, in accordance with Section 5719.042 of the Ohio Revised Code.

In submitting this Bid, it is understood it may be withdrawn prior to the scheduled closing time for the receipt of bids, but that the Bidder may not withdraw its Bid after the actual opening thereof.

On acceptance of this Bid, the Bidder does hereby bind itself to enter into a written contract with the Owner within ten (10) days of the Notice of Award and give a Surety Bond amounting to 100% of the Contract.

Signature: *

Jess M. Saylor, Jr.

Address: *

3796 Rockland Circle

Title: *

President

City, State, Zip: *

43447

Legal Name of Bidder: *

The Delventhal Company

Phone Number: *

(419) 244-5570

Fax Number: *

419-244-5575

E-mail Address *

dhickman@thedelventhalco.com

Base Bid

\$96,280.00

Item Code	Description	Quantity	Units	Unit Price	Extension
Alternates are not included in bid total.					
SP	Storage Building, As Per Plan	1.00	LS	\$95,280.00	\$95,280.00
623	Construction Layout Staking	1.00	LS	\$500.00	\$500.00
624	Mobolization	1.00	LS	\$500.00	\$500.00
					Total: \$96,280.00

Alternate #1

Item Code	Description	Quantity	Units	Unit Price	Extension
Alternate: Owner-agency may award independently from entire bid.					
Component is not included in bid total.					
Alternates are not included in bid total.					
SP	Alternate #1, See North Exterior Elevation 4 on page A101	1.0000	LS	-\$900.00	-\$900.00
				Alternate Total: -\$900.00	Total:

Alternate #2

Item Code	Description	Quantity	Units	Unit Price	Extension
Alternate: Owner-agency may award independently from entire bid.					
Component is not included in bid total.					
Alternates are not included in bid total.					
SP	Alternate #2, See Keynote #4 on Page A101	1.0000	LS	\$2,500.00	\$2,500.00
				Alternate Total: \$2,500.00	Total:

Alternate #3

Item Code	Description	Quantity	Units	Unit Price	Extension
Alternate: Owner-agency may award independently from entire bid.					
Component is not included in bid total.					
Alternates are not included in bid total.					
SP	Alternate #3, See Floor Plan 2 on Page A101 and Building Section 1 on Page A401	1.0000	LS	\$1,500.00	\$1,500.00
				Alternate Total: \$1,500.00	
				Total:	

Alternate #4

Item Code	Description	Quantity	Units	Unit Price	Extension
Alternate: Owner-agency may award independently from entire bid.					
Component is not included in bid total.					
Alternates are not included in bid total.					
SP	Alternate #4 See Keynote #1 and Keynote #3 on Page C103	1.0000	LS	\$0.00	\$0.00
				Alternate Total: \$0.00	
				Total:	

BID GUARANTEE AND PERFORMANCE BOND

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

The Delventhal Company

as Principal and *

Atlantic Specialty Insurance Company

as Surety, are hereby held and firmly bound unto the City of Perrysburg as Obligee in the penal sum of the dollar amount of the bid submitted by the Principal to the Obligee on *

April 21, 2023

to undertake the project known as: *

Fire Department Storage Building

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 (in words):

\$ (in currency):

(If the above line is left blank, the penal sum shall be the full amount of Principal's bid, including alternates. Alternatively, if completed, the amount stated must not be less than the full amount of the Principal's bid including alternates, in dollars and cents. A percentage is not acceptable)

Bond Percentage

10.00%

Guarantee Method *

Certified Check or Paper Bid
Bond

Certified Check or Paper Bid Bond

Confirmation *

I have provided a paper bid bond and uploaded the Consent of Surety to the Required Documents List at the bottom of the solicitation forms. I further agree to submit the original Bid Bond to The City of Perrysburg Engineering Department within three (3) business days, if found to be the Apparent Low Bidder.

For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successor, 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 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 (10%) 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 that the Obligee does not award the contract to the next lowest bidder and resubmits the project for bidding, the Principal pays to the Obligee the difference not to exceed ten percent (10%) 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, that 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, then said contract is made part of this bond the same as through set forth herein.

NOW ALSO, if the said Principal shall well and faithfully do and perform each and every condition of such contract; and shall pay all lawful claims of subcontractors, materialmen and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any materialman or laborer having a just claim, as well as for the Obligee herein; then this obligation shall be void; otherwise the same shall in no event exceed the penal amount of this obligation as herein stated.

The said surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of said contract or in or to the plans or specifications therefore shall in any wise affect the obligations of said Surety on this bond.

Principal: *

The Delventhal Company

By: *

Jess M. Saylor, Jr.

Title: *

President

Surety: *

Atlantic Specialty Insurance Company

By (Attorney-in-Fact): *

Mark Drengler

Address: *

605 Highway 159 North, Suite 800, Plymouth, MN 55441

Agent: *

Surety Bonds Inc. dba D&M Surety

Address: *

7540 Sawmill Parkway, Suite D, Powell, OH 43065

EXPERIENCE STATEMENT

Bidder shall provide information regarding similar work performed including, but not limited to, project name, description, location, and contact information, and any other details that will enable the City to assess the Contractor's capabilities, experience, skills, and financial standing with regard to this proposal. This statement shall also include information showing that the Bidder:

- maintains a permanent place of business.
- has adequate facilities and equipment available for the work under the proposed contract.
- has suitable financial means to meet obligations incidental to the proposed contract.
- has appropriate technical experience and possesses sufficient skills and experience.
- has the ability or resources available to make all repairs and adjustments that may be required on the equipment to be used under the proposed contract.

Response to the above: *

The Delventhal Company, established as a corporation in the State of Ohio 3/12/2002, maintains a permanent place of business (office and shop/yard) at 3796 Rockland Circle, Millbury, Ohio. We have been at this location since March 2005. We have adequate facilities and equipment available to complete the work under the proposed contract. Our financial standing is suitable to meet the obligations incidental to the proposed contract; financial references, including banking, bonding and insurance can be provided upon specific request. Our company is owned and operated by industry veterans, and our union carpenters, cement masons, laborers, operating engineers, drywall finishers and painters that are very skilled and experienced with projects of this nature. Equipment repairs and adjustments are handled in our own shop as much as possible, but we have longstanding relationships with the major equipment rental companies in Northwest Ohio to provide onsite service as needed as well as provide replacement rental equipment if required.

The Delventhal Company portfolio includes projects with values ranging from the low thousands to over \$10M in both the public and private sectors including education, municipal/government, retail/commercial, senior housing, banking, healthcare and industrial. In addition to Northern Ohio and Southeastern Michigan, we are licensed and perform work in states all across the United States for select clients. References can be provided upon request.

www.thedelventhalco.com

If Bidder is Corporation, list Officers, type N/A if not applicable:

Name: *

Jess M. Saylor, Jr.

Title: *

President

If Bidder is Corporation, list Officers, type N/A if not applicable: 1

Name: *

Jess Saylor, Sr.

Title: *

Secretary/Treasurer

If Bidder is Partnership, list Members, type N/A if not applicable:

Name: *

N/A

Title: *

N/A

LIST OF SUBCONTRACTORS

Bidder shall provide the names, addresses, and type of work (Item No. or Description, if applicable) which the Bidder proposes to subcontract under this Contract.

Name: *

See Note*

Address: *

See Note*

Type of Work: *

*Subcontractor information will be provided upon notification of intent to award based on qualified bids received. Proposed subcontractors will include masonry, roofing and overhead doors.

NONCOLLUSION AFFIDAVIT

STATE OF: *

Ohio

COUNTY OF: *

Wood

Bid Identification *

City of Perrysburg Fire Department Storage Building

Bidder's Name *

The Delventhal Company

, being first dually sworn, deposes and says that he is:

*

president

Enter response if "other" was selected

of (company name): *

The Delventhal Company

the party making the foregoing bid; that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that such bid is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix 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 bidder has not, directly or indirectly submitted his bid price on any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in his general business.

Signed: *

Jess M. Saylor, Jr.

Title: *

President

SUBSTITUTIONS/OPTIONS FORM

Optional: Vendor is not required to complete.

Any substitutions, deletions, additions, or deviations to the minimum specifications must be shown on this form and attached to the proposal forms in order to be considered as part of the bid. The City reserves the right to accept or reject any and all substitutions or optional bids. *

No bid

Required Document List

Name	Omission Terms	Submitted File
Consent of Surety If providing a certified check or paper bid bond in lieu of Electronic Bid Bond	Electronically verifying Bid Bond	Bond DOC041923-04192023103735.
Miscellaneous Attachment as Needed Miscellaneous Attachment	Omit if Not Needed	I am not enclosing this document because the omission terms have been met.
Workers Comp Certificate Provide a copy of a current workers comp certificate		Delventhal BWC 07.01.22 - 07.01.23.pdf
3 Required Documents		

Bond No. N/A

BID GUARANTY AND CONTRACT BOND

(SECTION 153.571 Ohio Revised Code)

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

The Delventhal Company

(Name and Address)

3796 Rockland Circle, Millbury, Ohio 43447

as Principal and Atlantic Specialty Insurance Company as Surety and hereby held and firmly bound unto
City of Perrysburg, 127 West Fifth Street, Perrysburg, Ohio 43551

hereinafter called the Oblige, in the penal sum of the dollar amount of bid submitted by the Principal to the Oblige on

April 21, 2023 to undertake the project known as:

FIRE DEPARTMENT STORAGE BUILDING

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

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named Principal has submitted a bid on the above referred to project;

NOW, THEREFORE, if the Oblige accepts the bid of the Principal and the Principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material; and in the event the Principal pays to the Oblige the difference not to exceed ten percent of the penalty 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 therefore and shall pay all lawful claims of subcontractors, materialmen, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any materialmen or laborer having a just claim, as well as for the Oblige herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

THE SAID Surety hereby stipulates and agrees that no 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 AND SEALED This 21st day of April, 2023

PRINCIPAL:

The Delventhal Company

BY: James M. Delventhal Jr.

TITLE: President

SURETY:

Atlantic Specialty Insurance Company

BY: Mark Dregler, Attorney-in-Fact

SEC. 932 REQUIRES AWARDING AUTHORITIES
SIMULTANEOUSLY WITH NOTICE OF AWARD TO
CONTRACTOR TO GIVE WRITTEN NOTICE TO
SURETY AND AGENT.

SURETY COMPANY ADDRESS:

605 Highway 159 North Suite 800

Street

Plymouth, MN 55441

City

State

Zip

SURETY AGENT'S ADDRESS

Surety Bonds Inc. dba D&M Surety

Agency Name

7540 Sawmill Parkway, Suite D

Street

Powell, Ohio 43065

City

State

Zip



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: **Mark Drengler, Christie Howard, Gayle McClellan, Adam Schlade**, 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.

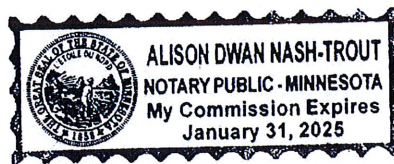


By

Paul J. Brehm, Senior Vice President

STATE OF MINNESOTA
HENNEPIN COUNTY

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.

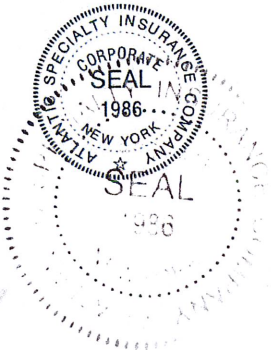


Notary Public

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 21st day of April, 2023

This Power of Attorney expires
January 31, 2025



Kara Barrow, Secretary



Atlantic Specialty Insurance Company
Period Ended 12/31/2022

Dollars displayed in thousands

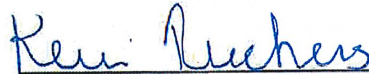
Admitted Assets		Liabilities and Surplus	
Investments:		Liabilities	
Bonds	\$ 2,216,201	Loss Reserves	\$ 1,093,968
Preferred Stocks	-	Loss Adjustment Expense Reserves	347,884
Common Stocks	752,567	Total Loss & LAE Reserves	1,441,852
Mortgage Loans	-		
Real Estate	-	Unearned Premium Reserve	735,813
Contract Loans	-	Total Reinsurance Liabilities	42,785
Derivatives	-	Commissions, Other Expenses, and Taxes due	68,767
Cash, Cash Equivalents & Short Term Investments	306,498	Derivatives	-
Other Investments	20,805	Payable to Parent, Subs or Affiliates	-
Total Cash & Investments	3,296,071	All Other Liabilities	632,508
		Total Liabilities	2,921,725
Premiums and Considerations Due	332,718		
Reinsurance Recoverable	39,231	Capital and Surplus	
Receivable from Parent, Subsidiary or Affiliates	2,250	Common Capital Stock	9,001
All Other Admitted Assets	79,777	Preferred Capital Stock	-
Total Admitted Assets	3,750,047	Surplus Notes	-
		Unassigned Surplus	174,558
		Other Including Gross Contributed	644,763
		Capital & Surplus	828,322
		Total Liabilities and C&S	3,750,047

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 31st 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
Allied Lines
Boiler & Machinery
Burglary & Theft
Collectively Renewable A & H
Commercial Auto - Liability
Commercial Auto - No Fault
Commercial Auto - Physical Damage
Credit
Credit Accident & Health
Fidelity
Fire
Glass
Group Accident & Health
Guaranteed Renewable A & H
Inland Marine
Medical Malpractice

Multiple Peril - Commercial
Multiple Peril - Farmowners
Multiple Peril - Homeowners
Noncancellable A & H
Nonrenew- Stated Reasons (A&H)
Ocean Marine
Other
Other Accident only
Other Liability
Private Passenger Auto - Liability
Private Passenger Auto - No Fault
Private Passenger Auto - Physical Damage
Surety
Workers Compensation

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





**Bureau of Workers'
Compensation**

30 W. Spring St.
Columbus, OH 43215

Certificate of Ohio Workers' Compensation

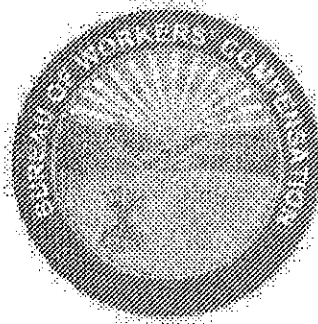
This certifies that the employer listed below participates in the Ohio State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. This certificate is only valid if premiums and assessments, including installments, are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

This certificate must be conspicuously posted.

Policy number and employer
01367868

Period Specified Below
07/01/2022 to 07/01/2023

THE DELVENTHAL COMPANY
3796 ROCKLAND CIRCLE
MILLBURY OH 43447



www.bwc.ohio.gov
Issued by: BWC

Stephanie McCloud

Administrator/CEO

You can reproduce this certificate as needed.

Ohio Bureau of Workers' Compensation

Required Posting

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

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



**Bureau of Workers'
Compensation**

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

TO: Mayor Mackin
President Smith
Members of City Council

FROM: Brian Thomas, City Engineer

RE: Resolution 48-2023

DATE: April 25, 2023



Subject Matter/Background

A Resolution authorizing awarding a bid and entering an agreement with Helms & Sons Excavating, Inc. for the 2023 Resurfacing Project.

This project consists of repairing City curbs, curb ramps, full depth pavement replacement where needed, milling existing pavement and resurfacing various City Streets.

The Budget for this project is \$2,000,000.00 the bid from Helms & Sons Excavating, Inc. was \$1,725,063.02.

Financial Review

The funds for this project will come out of the 2023 budget, Account 2223-71541-55999.

Legal Review

This Resolution has been reviewed and is appropriately before you.

Recommendation

If City Council is in agreement, a motion to waive the rules, waive the three readings, and pass this resolution as an emergency is appropriate. An emergency measure is requested because the bid opening for the project was April 7, 2023. Sixty days from the bid opening is June 7, 2023 and the City needs the appropriate amount of time within that window to assign the bid and issue the agreement.

RESOLUTION 48-2023

A RESOLUTION AWARDING A BID AND AGREEMENT TO HELMS & SONS EXCAVATING, INC. IN THE AMOUNT OF ONE MILLION SEVEN HUNDRED TWENTY-FIVE THOUSAND SIXTY-THREE DOLLARS AND TWO CENTS (\$1,725,063.02) FOR PAVEMENT MILLING AND RESURFACING ON VARIOUS CITY STREETS AND DECLARING AN EMERGENCY

WHEREAS, the City of Perrysburg, Ohio solicited general contractor bids for pavement work on various streets throughout the city, and the City issued a bid package which contained all relevant specifications and requirements for the program, which acknowledged that the City was authorized to waive minor irregularities in bidding which did not affect the fairness of the process, and pursuant to which the City would accept the lowest and best bid for the required work; and,

WHEREAS, Helms & Sons Excavating, Inc., provided the lowest and best bid for the proposed work, and it has the equipment, expertise, personnel, and knowledge to perform the required work; and,

WHEREAS, given the nature of the work, it is reasonable that any contract to perform such resurfacing work should be awarded to a general contractor rather than to separate trade contractors.

WHEREAS, the Service Committee reviewed this request at its meeting on April 26, 2023 and voted 3-0 to recommend the legislation to City Council.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PERRYSBURG, WOOD COUNTY, OHIO:

SECTION 1. The Mayor and Director of Finance are authorized to enter into an Agreement with Helms & Sons Excavating, Inc. in the amount of One Million Seven Hundred Twenty-Five Thousand Sixty-Three Dollars and Two Cents (\$1,725,063.02) as represented in Exhibit A attached hereto and the Mayor and Director of Finance are further authorized to approve all change orders considered necessary to this project in an amount not to exceed ten percent (10%) or One Hundred Seventy-Two Thousand Five Hundred Six Dollars and Thirty Cents (\$172,506.30).

SECTION 2. It is found and determined that all formal actions of Council concerning or relating to the passage of this Resolution were adopted in an open meeting of the Council, and that all deliberations of this Council and any of its committees, that resulted in such formal actions, were in meetings open to the public in compliance with all legal requirements of the City of Perrysburg and the State of Ohio.

SECTION 3. This Resolution is hereby declared to be an emergency measure to expedite the highway project and to promote highway safety. Following appropriate legislative action, it shall take effect and be in force immediately upon its passage and approval, otherwise it shall take effect and be in force from and after the earliest period allowed by law.

President of Council

Mayor

PASSED: _____

ATTEST: _____

APPROVED: _____

General Info

Alt Total: \$230,000.14

Total:

\$1,725,063.02

Number	Description
2023 Annual Resurfacing Program - Rebid	City of Perrysburg 2023 Annual Resurfacing Program
Deadline	The project will be awarded to the lowest and most responsive bidder based on the Grand Total Price of the Base Bid and any Alternates that are accepted.
04/07/2023 02:00 PM EDT	Final Completion October 31, 2023
Vendor	Engineering Estimate: \$1,755,000 (Base Bid Only)
Helms & Sons Excavating	
Submitted	Allows zero unit prices and labor
04/07/2023 01:18 PM EDT	Yes
Signed by	Allows negative unit prices and labor
L.S. Helms Account Holder Larry S Helms	Yes
Opened	
04/07/2023 02:00 PM EDT By bthomas@ci.perrysburg.oh.us	

Attachment List

Bid Set 2-27-23.pdf (28.7 MB)
Plan Set

2_LegalNotice_FY21-BTHOMASSUR-20.pdf (120 KB)
Legal Advertisement

3_ProjDesc_FY21.pdf (347 KB)
Project Description

4_InstructionstoBid-FY21.pdf (140 KB)
Instruction to Bidders

5_General Conditions.pdf (222 KB)
General Conditions

6_Specs_FY21.pdf (496 KB)
Specifications

7_Insurance Requirements.pdf (114 KB)
Insurance Requirements

8_ContractForm_FY21.pdf (657 KB)
Contract Forms (For Reference Only)

Proposal

BID

Proposal of: *

Helms & Sons Excavating, Inc.

(hereinafter called "Bidder"), organized and existing under the laws of the State of *

Ohio

doing business as *

"a corporation"

submitted to The City of Perrysburg (hereinafter called "Owner").

In compliance with the Advertisement for Bids, the Bidder hereby proposes to perform all Work for the construction of: *

City of Perrysburg - 2023 Annual Resurfacing Program

in strict accordance with the Contract Documents, within the time set forth therein, and accept as compensation therefore the sum of (in words): *

One Million, Seven Hundred Twenty Five Thousand, Sixty Three Dollars and Zero Cents

\$ (in currency): *

\$1,725,063.00

;however, the final amount will be controlled by the following unit prices and no payments shall exceed the total unit prices for said work. The Bidder agrees to accept the following unit prices for any addition or deductions caused by any change or alterations in the plans or specifications of the work.

By submission of this Bid, each Bidder certifies, and in the case of a joint Bid each party thereto certifies as to his own organization, that: 1) this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor; 2) they do not have an unresolved finding for recovery issued by the Auditor of State, in accordance with Section 9.24 of the Ohio Revised Code; and 3) they do not have an active exclusion shown in the Federal System of Award Management (SAM).

The Bidder hereby agrees to commence work under this contract on or before a date to be specified in the Notice to Proceed and to complete the project on/before the date specified. The Bidder further agrees to pay as liquidated damages, the sum of \$400 for each consecutive calendar day thereafter as provided in the General Conditions.

The Bidder acknowledges receipt of the following Addendum (Type N/A if not applicable):

Addenda #: *

N/A

Addenda Date: *

N/a

The Bidder acknowledges that 1) they have not received nor relied upon any representations or warranties of any nature whatsoever from the Owner, its officers, employees, or agents; 2) they are responsible for verifying the current prevailing wage rates and requirements according to Chapter 4114 of the Ohio Revised Code; 3) upon contract award, they will be required to sign an affidavit indicating whether or not they have delinquent personal property taxes on the General Tax List of Personal Property of Wood County, Ohio, in accordance with Section 5719.042 of the Ohio Revised Code.

In submitting this Bid, it is understood it may be withdrawn prior to the scheduled closing time for the receipt of bids, but that the Bidder may not withdraw its Bid after the actual opening thereof.

On acceptance of this Bid, the Bidder does hereby bind itself to enter into a written contract with the Owner within ten (10) days of the Notice of Award and give a Surety Bond amounting to 100% of the Contract.

Signature: *

L.S. Helms

Address: *

1753 Lima Avenue

Title: *

President

City, State, Zip: *

Findlay, OH, 45840

Legal Name of Bidder: *

Helms & Sons Excavating, Inc.

Phone Number: *

(419) 422-7738

Fax Number: *

4194229638

E-mail Address *

helmsandsons@ameritech.net

Contingency

\$92,960.00

Ref. No.	Item No.	Description	Est. Quantity	Units	Unit Price	Extension
Alternates are not included in bid total.						
5	204	Excavation of Subgrade	50.00	CY	\$77.00	\$3,850.00
10	204	Subgrade Compaction	100.00	SY	\$6.00	\$600.00
15	254	Full Depth Pavement Repair - 4 inch	4,500.00	SY	\$12.00	\$54,000.00
20	304	Granular Base	50.00	CY	\$56.00	\$2,800.00
25	611	Catch Basin, Adjust to Grade	1.00	Each	\$585.00	\$585.00
30	611	Catch Basin, Reconstruct to Grade	1.00	Each	\$960.00	\$960.00
35	611	Manhole, Adjust to Grade	1.00	Each	\$1,000.00	\$1,000.00
40	611	Manhole, Reconstruct to Grade	1.00	Each	\$1,165.00	\$1,165.00
45	623	Monument Assembly, As Per Plan	1.00	Each	\$725.00	\$725.00
50	623	Monument Box Adjusted to Grade	1.00	Each	\$455.00	\$455.00
60	638	Valve Box, Adjust to Grade	1.00	Each	\$100.00	\$100.00
70	SPEC	High-Early Concrete	50.00	CY	\$320.00	\$16,000.00
80	SPEC	Mailbox Removed and Re-erected	50.00	Each	\$160.00	\$8,000.00
90	SPEC	Replace Damaged Sprinkler Heads	40.00	Each	\$68.00	\$2,720.00
						Total: \$92,960.00

Craig Drive

\$71,686.13

Ref. No.	Item No.	Description	Est. Quantity	Units	Unit Price	Extension
Alternates are not included in bid total.						
100	253	Full-Depth Pavement Repair- 4 inch	1,183.67	SY	\$26.00	\$30,775.42
110	254	Pavement Planing - 1-1/2"	1,183.67	SY	\$1.75	\$2,071.42
120	407	Tack Coat	65.10	GA	\$2.50	\$162.75
130	441	Asphalt Concrete Surface Course, Type 1, 449 (1-1/2")	49.32	CY	\$194.00	\$9,568.08
140	452	8" Concrete Drive Remove & Replace (MS)	31.39	SY	\$115.00	\$3,609.85
150	608	4" Sidewalk & Curb Ramps	804.00	SF	\$9.50	\$7,638.00
160	608	Detectable Warning	6.00	EA	\$375.00	\$2,250.00
170	609	Roll Curb Remove and Replace	113.00	LF	\$92.00	\$10,396.00
180	642	Channelization Line	80.00	LF	\$3.00	\$240.00
190	642	Double Yellow Centerline	0.05	Mi	\$26,000.00	\$1,300.00
200	644	Crosswalk	40.00	LF	\$7.00	\$280.00
210	644	Left Arrow	2.00	EA	\$130.00	\$260.00
220	644	Stop Bar	25.00	LF	\$8.00	\$200.00
230	659	Topsoil, Seed & Mulch	62.78	SY	\$9.00	\$565.02
240	SPEC	Monument Box Adjust to Grade	2.00	EA	\$445.00	\$890.00
250	SPEC	Reclamite Asphalt Surface Preservation	1,183.67	SY	\$1.25	\$1,479.59
						Total: \$71,686.13

Village Square Drive

\$42,842.81

Ref. No.	Item No.	Description	Est. Quantity	Units	Unit Price	Extension
Alternates are not included in bid total.						
260	254	Pavement Planing - 1-1/2"	1,893.33	SY	\$1.75	\$3,313.33
270	407	Tack Coat	104.13	GA	\$2.50	\$260.33
280	441	Asphalt Concrete Surface Course, Type 1, 449 (1-1/2")	78.89	CY	\$194.00	\$15,304.66
290	452	8" Concrete Drive Remove & Replace (MS)	31.39	SY	\$115.00	\$3,609.85
300	608	4" Sidewalk & Curb Ramps	268.00	SF	\$9.50	\$2,546.00
310	608	Detectable Warning	2.00	EA	\$375.00	\$750.00
320	609	Straight Curb Remove and Replace	71.00	LF	\$59.00	\$4,189.00
330	609	Roll Curb Remove and Replace	94.00	LF	\$102.00	\$9,588.00
340	659	Topsoil, Seed & Mulch	52.22	SY	\$9.00	\$469.98
350	SPEC	Monument Box Adjust to Grade	1.00	EA	\$445.00	\$445.00
360	SPEC	Reclamite Asphalt Surface Preservation	1,893.33	SY	\$1.25	\$2,366.66
						Total: \$42,842.81

Prairie Farms Road

\$22,660.99

Ref. No.	Item No.	Description	Est. Quantity	Units	Unit Price	Extension
Alternates are not included in bid total.						
370	254	Pavement Planing - 1-1/2"	613.33	SY	\$1.75	\$1,073.33
380	407	Tack Coat	33.73	GA	\$2.50	\$84.33
390	441	Asphalt Concrete Surface Course, Type 1, 449 (1-1/2")	25.56	CY	\$194.00	\$4,958.64
400	608	4" Sidewalk & Curb Ramps	268.00	SF	\$9.50	\$2,546.00
410	608	Detectable Warning	2.00	EA	\$375.00	\$750.00
420	609	Roll Curb Remove and Replace	129.00	LF	\$72.00	\$9,288.00
430	644	Stop Bar	13.00	LF	\$8.00	\$104.00
440	659	Topsoil, Seed & Mulch	71.67	SY	\$9.00	\$645.03
450	SPEC	Catch Basin Replace Casting	2.00	EA	\$1,000.00	\$2,000.00
460	SPEC	Monument Box Adjust to Grade	1.00	EA	\$445.00	\$445.00
470	SPEC	Reclamite Asphalt Surface Preservation	613.33	SY	\$1.25	\$766.66
						Total: \$22,660.99

Prairie Rose Drive

\$186,540.69

Ref. No.	Item No.	Description	Est. Quantity	Units	Unit Price	Extension
Alternates are not included in bid total.						
480	254	Pavement Planing - 1-1/2"	6,306.67	SY	\$1.75	\$11,036.67
490	407	Tack Coat	346.87	GA	\$2.50	\$867.18
500	441	Asphalt Concrete Surface Course, Type 1, 449 (1-1/2")	262.78	CY	\$194.00	\$50,979.32
510	452	6" Concrete Drive Remove & Replace (MS)	77.53	SY	\$97.00	\$7,520.41
520	608	4" Sidewalk & Curb Ramps	1,072.00	SF	\$9.50	\$10,184.00
530	608	Detectable Warning	8.00	EA	\$375.00	\$3,000.00
540	609	Straight Curb Remove and Replace	56.00	LF	\$50.00	\$2,800.00
550	609	Roll Curb Remove and Replace	892.00	LF	\$79.00	\$70,468.00
560	659	Topsoil, Seed & Mulch	495.56	SY	\$9.00	\$4,460.04
570	SPEC	Catch Basin Replace Casting	8.00	EA	\$1,000.00	\$8,000.00
580	SPEC	Monument Box Adjust to Grade	9.00	EA	\$445.00	\$4,005.00
590	SPEC	Asphalt Drive Remove & Replace	84.71	SY	\$63.00	\$5,336.73
600	SPEC	Reclamite Asphalt Surface Preservation	6,306.67	SY	\$1.25	\$7,883.34
						Total: \$186,540.69

Ref. No.	Item No.	Description	Est. Quantity	Units	Unit Price	Extension
Alternates are not included in bid total.						
620	254	Pavement Planing - 1-1/2"	1,946.67	SY	\$1.75	\$3,406.67
630	407	Tack Coat	107.07	GA	\$2.50	\$267.68
640	441	Asphalt Concrete Surface Course, Type 1, 449 (1-1/2")	81.11	CY	\$194.00	\$15,735.34
650	452	6" Concrete Drive Remove & Replace (MS)	102.05	SY	\$97.00	\$9,898.85
660	608	4" Sidewalk & Curb Ramps	1,072.00	SF	\$9.50	\$10,184.00
670	608	Detectable Warning	8.00	EA	\$375.00	\$3,000.00
680	609	Roll Curb Remove and Replace	962.00	LF	\$75.00	\$72,150.00
690	659	Topsoil, Seed & Mulch	534.44	SY	\$9.00	\$4,809.96
700	SPEC	Catch Basin Replace Casting	7.00	EA	\$1,000.00	\$7,000.00
710	SPEC	Monument Box Adjust to Grade	5.00	EA	\$445.00	\$2,225.00
720	SPEC	Reclamite Asphalt Surface Preservation	1,946.67	SY	\$1.25	\$2,433.34
						Total: \$131,110.84

Sunflower Court

\$60,739.49

Ref. No.	Item Code	Description	Quantity	Units	Unit Price	Extension
740	254	Pavement Planing - 1-1/2"	1,906.67	SY	\$1.75	\$3,336.67
750	407	Tack Coat	104.87	GA	\$2.50	\$262.18
760	441	Asphalt Concrete Surface Course, Type 1, 449 (1-1/2")	79.44	CY	\$194.00	\$15,411.36
770	452	6" Concrete Drive Remove & Replace (MS)	65.34	SY	\$97.00	\$6,337.98
780	608	4" Sidewalk & Curb Ramps	268.00	SF	\$9.50	\$2,546.00
790	608	Detectable Warning	2.00	EA	\$375.00	\$750.00
800	609	Straight Curb Remove and Replace	16.00	LF	\$175.00	\$2,800.00
810	609	Roll Curb Remove and Replace	242.00	LF	\$86.00	\$20,812.00
820	659	Topsoil, Seed & Mulch	134.44	SY	\$9.00	\$1,209.96
830	SPEC	Catch Basin Replace Casting	4.00	EA	\$1,000.00	\$4,000.00
840	SPEC	Monument Box Adjust to Grade	2.00	EA	\$445.00	\$890.00
850	SPEC	Reclamite Asphalt Surface Preservation	1,906.67	SY	\$1.25	\$2,383.34
						Total: \$60,739.49

Ref. No.	Item Code	Description	Quantity	Units	Unit Price	Extension
870	254	Pavement Planing - 1-1/2"	853.33	SY	\$1.75	\$1,493.33
880	407	Tack Coat	46.93	GA	\$2.50	\$117.33
890	441	Asphalt Concrete Surface Course, Type 1, 449 (1-1/2")	35.56	CY	\$194.00	\$6,898.64
900	608	4" Sidewalk & Curb Ramps	536.00	SF	\$9.50	\$5,092.00
910	608	Detectable Warning	4.00	EA	\$375.00	\$1,500.00
920	609	Roll Curb Remove and Replace	75.00	LF	\$134.00	\$10,050.00
930	659	Topsoil, Seed & Mulch	41.67	SY	\$9.00	\$375.03
940	SPEC	Catch Basin Replace Casting	4.00	EA	\$1,000.00	\$4,000.00
950	SPEC	Reclamite Asphalt Surface Preservation	853.33	SY	\$1.25	\$1,066.66
						Total: \$30,592.99

Harbor Town Boulevard

\$83,614.31

Ref. No.	Item Code	Description	Quantity	Units	Unit Price	Extension
970	254	Pavement Planing - 1-1/2"	4,700.00	SY	\$1.75	\$8,225.00
980	407	Tack Coat	258.50	GA	\$2.50	\$646.25
990	441	Asphalt Concrete Surface Course, Type 1, 449 (1-1/2")	195.83	CY	\$194.00	\$37,991.02
1000	608	4" Sidewalk & Curb Ramps	1,742.00	SF	\$9.50	\$16,549.00
1010	608	Detectable Warning	13.00	EA	\$375.00	\$4,875.00
1020	609	Straight Curb Remove and Replace	91.00	LF	\$64.00	\$5,824.00
1030	642	Channelization Line	170.00	LF	\$3.00	\$510.00
1040	644	Crosswalk	95.00	LF	\$7.00	\$665.00
1050	644	Left Arrow	4.00	EA	\$130.00	\$520.00
1060	644	Right/Thru Arrow	2.00	EA	\$155.00	\$310.00
1070	644	Stop Bar	33.00	LF	\$8.00	\$264.00
1080	659	Topsoil, Seed & Mulch	50.56	SY	\$9.00	\$455.04
1090	SPEC	Manhole Adjust to Grade in Sidewalk	1.00	EA	\$460.00	\$460.00
1100	SPEC	Monument Box Adjust to Grade	1.00	EA	\$445.00	\$445.00
1110	SPEC	Reclamite Asphalt Surface Preservation	4,700.00	SY	\$1.25	\$5,875.00
						Total: \$83,614.31

Lighthouse Way

\$83,391.00

Ref. No.	Item Code	Description	Quantity	Units	Unit Price	Extension
1120	254	Pavement Planing - 1-1/2"	2,927.78	SY	\$1.75	\$5,123.62
1130	407	Tack Coat	161.03	GA	\$2.50	\$402.58
1140	441	Asphalt Concrete Surface Course, Type 1, 449 (1-1/2")	121.99	CY	\$194.00	\$23,666.06
1150	609	Straight Curb Remove and Replace	475.00	LF	\$60.00	\$28,500.00
1160	659	Topsoil, Seed & Mulch	263.89	SY	\$9.00	\$2,375.01
1170	SPEC	Monument Box Adjust to Grade	2.00	EA	\$445.00	\$890.00
1180	SPEC	Asphalt Drive Remove and Replace	298.00	SY	\$63.00	\$18,774.00
1190	SPEC	Reclamite Asphalt Surface Preservation	2,927.78	SY	\$1.25	\$3,659.73
						Total: \$83,391.00

Twinbrook Drive

\$155,147.94

Ref. No.	Item Code	Description	Quantity	Units	Unit Price	Extension
1200	254	Pavement Planing - 1-1/2"	3,880.00	SY	\$1.75	\$6,790.00
1210	407	Tack Coat	213.40	GA	\$2.50	\$533.50
1220	411	Asphalt Concrete Surface Course, Type 1, 449 (1-1/2")	161.67	CY	\$194.00	\$31,363.98
1230	608	4" Sidewalk & Curb Ramps	1,800.00	SF	\$9.50	\$17,100.00
1240	608	6" Concrete Drive Remove & Replace (MS)	95.41	SY	\$97.00	\$9,254.77
1250	608	Detectable Warning	6.00	EA	\$375.00	\$2,250.00
1260	609	Roll Curb Remove and Replace	680.00	LF	\$70.00	\$47,600.00
1270	609	Straight Curb Remove and Replace	34.00	LF	\$135.00	\$4,590.00
1280	644	Crosswalk	40.00	LF	\$7.00	\$280.00
1290	644	Stop Bar	12.00	LF	\$8.00	\$96.00
1300	659	Topsoil, Seed & Mulch	466.67	SY	\$9.00	\$4,200.03
1310	SPEC	Asphalt Drive Remove and Replace	301.82	SY	\$63.00	\$19,014.66
1320	SPEC	Catch Basin Replace Casting	5.00	EA	\$1,000.00	\$5,000.00
1330	SPEC	Monument Box adjust to Grade	5.00	EA	\$445.00	\$2,225.00
1340	SPEC	Reclamite Asphalt Surface Preservation	3,880.00	SY	\$1.25	\$4,850.00
						Total: \$155,147.94

Ref. No.	Item Code	Description	Quantity	Units	Unit Price	Extension
1360	254	Pavement Planing - 1-1/2"	2,040.00	SY	\$1.75	\$3,570.00
1370	407	Tack Coat	112.20	GA	\$2.50	\$280.50
1380	441	Asphalt Concrete Surface Course, Type 1, 449 (1-1/2")	85.00	CY	\$194.00	\$16,490.00
1390	452	6" Concrete Drive Remove & Replace (MS)	188.01	SY	\$86.00	\$16,168.86
1400	608	4" Sidewalk & Curb Ramps	1,072.00	SF	\$9.50	\$10,184.00
1410	608	Detectable Warning	8.00	EA	\$375.00	\$3,000.00
1420	609	Straight Curb Remove and Replace	1,782.00	LF	\$23.00	\$40,986.00
1430	659	Topsoil, Seed & Mulch	990.00	SY	\$9.00	\$8,910.00
1440	SPEC	Monument Box adjust to Grade	6.00	EA	\$445.00	\$2,670.00
1450	SPEC	Reclamite Asphalt Surface Preservation	2,040.00	SY	\$1.25	\$2,550.00
1435	SPEC	Asphalt Drive Removed and Replace	385.00	SY	\$61.00	\$23,485.00
						Total: \$128,294.36

Streamview Drive

\$223,344.38

Ref. No.	Item Code	Description	Quantity	Units	Unit Price	Extension
1470	254	Pavement Planing - 1-1/2"	7,560.00	SY	\$1.75	\$13,230.00
1480	407	Tack Coat	415.80	GA	\$2.50	\$1,039.50
1490	441	Asphalt Concrete Surface Course, Type 1, 449 (1-1/2")	315.00	CY	\$194.00	\$61,110.00
1500	452	6" Concrete Drive Remove & Replace (MS)	96.11	SY	\$97.00	\$9,322.67
1510	608	4" Sidewalk & Curb Ramps	2,700.00	SF	\$9.50	\$25,650.00
1520	608	Detectable Warning	9.00	EA	\$375.00	\$3,375.00
1530	609	Straight Curb Remove and Replace	16.00	LF	\$120.00	\$1,920.00
1540	609	Roll Curb Remove and Replace	794.00	LF	\$85.00	\$67,490.00
1550	659	Topsoil, Seed & Mulch	624.67	SY	\$9.00	\$5,622.03
1560	SPEC	Catch Basin Replace Casting	12.00	EA	\$1,000.00	\$12,000.00
1570	SPEC	Monument Box adjust to Grade	10.00	EA	\$445.00	\$4,450.00
1580	SPEC	Asphalt Drive Remove and Replace	137.86	SY	\$63.00	\$8,685.18
1590	SPEC	Reclamite Asphalt Surface Preservation	7,560.00	SY	\$1.25	\$9,450.00
						Total: \$223,344.38

Running Brook Drive

\$172,179.89

Ref. No.	Item Code	Description	Quantity	Units	Unit Price	Extension
1610	254	Pavement Planing - 1-1/2"	4,600.00	SY	\$1.75	\$8,050.00
1620	407	Tack Coat	253.00	GA	\$2.50	\$632.50
1630	441	Asphalt Concrete Surface Course, Type 1, 449 (1-1/2")	191.67	CY	\$194.00	\$37,183.98
1640	608	4" Sidewalk & Curb Ramps	2,700.00	SF	\$9.50	\$25,650.00
1650	608	Detectable Warning	9.00	EA	\$375.00	\$3,375.00
1660	609	Straight Curb Remove and Replace	30.00	LF	\$125.00	\$3,750.00
1670	609	Roll Curb Remove and Replace	688.00	LF	\$79.00	\$54,352.00
1680	659	Topsoil, Seed & Mulch	589.33	SY	\$9.00	\$5,303.97
1690	SPEC	Catch Basin Replace Casting	11.00	EA	\$1,000.00	\$11,000.00
1700	SPEC	Monument Box adjust to Grade	10.00	EA	\$445.00	\$4,450.00
1710	SPEC	Asphalt Drive Remove and Replace	189.88	SY	\$63.00	\$11,962.44
1720	SPEC	Reclamite Asphalt Surface Preservation	4,600.00	SY	\$1.25	\$5,750.00
1730	644	Stop Bar	20.00	LF	\$8.00	\$160.00
1740	644	Crosswalk	80.00	LF	\$7.00	\$560.00
						Total: \$172,179.89

Wolf Creek Court

\$43,516.17

Ref. No.	Item Code	Description	Quantity	Units	Unit Price	Extension
1760	254	Pavement Planing - 1-1/2"	1,653.33	SY	\$1.75	\$2,893.33
1770	407	Tack Coat	90.93	GA	\$2.50	\$227.33
1780	441	Asphalt Concrete Surface Course, Type 1, 449 (1-1/2")	68.89	CY	\$194.00	\$13,364.66
1790	608	4" Sidewalk & Curb Ramps	600.00	SF	\$9.50	\$5,700.00
1800	608	Detectable Warning	2.00	EA	\$375.00	\$750.00
1810	609	Straight Curb Remove and Replace	20.00	LF	\$178.00	\$3,560.00
1820	609	Roll Curb Remove and Replace	71.00	LF	\$122.00	\$8,662.00
1830	659	Topsoil, Seed & Mulch	103.67	SY	\$9.00	\$933.03
1840	SPEC	Catch Basin Replace Casting	3.00	EA	\$1,000.00	\$3,000.00
1850	SPEC	Monument Box adjust to Grade	2.00	EA	\$445.00	\$890.00
1860	SPEC	Asphalt Drive Remove and Replace	23.32	SY	\$63.00	\$1,469.16
1870	SPEC	Reclamite Asphalt Surface Preservation	1,653.33	SY	\$1.25	\$2,066.66
						Total: \$43,516.17

Timbercreek Court

\$29,953.74

Ref. No.	Item Code	Description	Quantity	Units	Unit Price	Extension
1890	254	Pavement Planing - 1-1/2"	1,200.00	SY	\$1.75	\$2,100.00
1900	407	Tack Coat	66.00	GA	\$2.50	\$165.00
1910	441	Asphalt Concrete Surface Course, Type 1, 449 (1-1/2")	50.00	CY	\$194.00	\$9,700.00
1920	608	4" Sidewalk & Curb Ramps	600.00	SF	\$9.50	\$5,700.00
1930	608	Detectable Warning	2.00	EA	\$375.00	\$750.00
1940	609	Straight Curb Remove and Replace	26.00	LF	\$115.00	\$2,990.00
1950	609	Roll Curb Remove and Replace	73.00	LF	\$65.00	\$4,745.00
1960	659	Topsoil, Seed & Mulch	104.33	SY	\$9.00	\$938.97
1970	SPEC	Catch Basin Replace Casting	1.00	EA	\$1,000.00	\$1,000.00
1980	SPEC	Asphalt Drive Remove and Replace	5.79	SY	\$63.00	\$364.77
1990	SPEC	Reclamite Asphalt Surface Preservation	1,200.00	SY	\$1.25	\$1,500.00
						Total: \$29,953.74

Ref. No.	Item Code	Description	Quantity	Units	Unit Price	Extension
2010	254	Pavement Planing - 1-1/2"	1,333.33	SY	\$1.75	\$2,333.33
2020	407	Tack Coat	73.33	GA	\$2.50	\$183.33
2030	441	Asphalt Concrete Surface Course, Type 1, 449 (1-1/2")	55.56	CY	\$194.00	\$10,778.64
2040	608	4" Sidewalk & Curb Ramps	600.00	SF	\$9.50	\$5,700.00
2050	608	Detectable Warning	2.00	EA	\$375.00	\$750.00
2060	609	Straight Curb Remove and Replace	30.00	LF	\$132.00	\$3,960.00
2070	609	Roll Curb Remove and Replace	19.00	LF	\$160.00	\$3,040.00
2080	659	Topsoil, Seed & Mulch	86.33	SY	\$9.00	\$776.97
2090	SPEC	Catch Basin Replace Casting	1.00	EA	\$1,000.00	\$1,000.00
2100	SPEC	Reclamite Asphalt Surface Preservation	1,333.33	SY	\$1.25	\$1,666.66
						Total: \$30,188.93

Ref. No.	Item Code	Description	Quantity	Units	Unit Price	Extension
2110	254	Pavement Planing - 1-1/2"	2,040.00	SY	\$1.75	\$3,570.00
2120	407	Tack Coat	112.20	GA	\$2.50	\$280.50
2130	441	Asphalt Concrete Surface Course, Type 1, 449 (1-1/2")	85.00	CY	\$194.00	\$16,490.00
2140	452	6" Concrete Drive Remove & Replace (MS)	188.01	SY	\$97.00	\$18,236.97
2150	608	4" Sidewalk & Curb Ramps	1,072.00	SF	\$9.50	\$10,184.00
2160	608	Detectable Warning	8.00	EA	\$375.00	\$3,000.00
2170	609	Straight Curb Remove and Replace	1,782.00	LF	\$28.00	\$49,896.00
2180	659	Topsoil, Seed & Mulch	990.00	SY	\$9.00	\$8,910.00
2190	SPEC	Monument Box adjust to Grade	6.00	EA	\$445.00	\$2,670.00
2200	SPEC	Reclamite Asphalt Surface Preservation	2,040.00	SY	\$1.25	\$2,550.00
						Total: \$115,787.47

Ref. No.	Item No.	Description	Est. Quantity	Units	Unit Price	Extension
Alternates are not included in bid total.						
2220	832	Temporary Sediment and Erosion Control	1.00	Lump Sum	\$4,110.89	\$4,110.89
2230	614	Maintaining Traffic	1.00	Lump Sum	\$10,000.00	\$10,000.00
2240	624	Mobilization	1.00	Lump Sum	\$6,400.00	\$6,400.00
						Total: \$20,510.89

Alt#1 Grogan Drive

Ref. No.	Item Code	Description	Quantity	Units	Unit Price	Extension
Alternate: Owner-agency may award independently from entire bid.						
Component is not included in bid total.						
Alternates are not included in bid total.						
2250	253	Full-Depth Pavement Repair- 4 inch	1,786.67	SY	\$25.00	\$44,666.75
2260	254	Pavement Planing - 1-1/2"	3,126.67	SY	\$2.50	\$7,816.68
2270	407	Tack Coat	98.27	GA	\$2.50	\$245.68
2280	441	Asphalt Concrete Surface Course, Type 1, 449 (1-1/2")	130.28	CY	\$200.00	\$26,056.00
2290	SPEC	Manhole Adjust to Grade in Pavement	1.00	EA	\$1,040.00	\$1,040.00
2300	SPEC	Reclamite Asphalt Surface Preservation	3,126.67	SY	\$1.25	\$3,908.34
					Alternate Total: \$83,733.45	Total:

Alt#2 Huron Drive

Ref. No.	Item Code	Description	Quantity	Units	Unit Price	Extension
Alternate: Owner-agency may award independently from entire bid.						
Component is not included in bid total.						
Alternates are not included in bid total.						
2310	254	Pavement Planing - 1-1/2"	866.67	SY	\$3.00	\$2,600.01
2320	407	Tack Coat	47.67	GA	\$3.00	\$143.01
2330	441	Asphalt Concrete Surface Course, Type 1, 449 (1-1/2")	36.11	CY	\$233.00	\$8,413.63
2340	609	Straight Curb Remove and Replace	5.00	LF	\$240.00	\$1,200.00
2350	609	Roll Curb Remove and Replace	131.00	LF	\$118.00	\$15,458.00
2360	659	Topsoil, Seed & Mulch	72.78	SY	\$10.00	\$727.80
2370	SPEC	Catch Basin Replace Casting	5.00	EA	\$1,040.00	\$5,200.00
2380	SPEC	Asphalt Drive Remove & Replace	44.86	SY	\$64.00	\$2,871.04
2390	SPEC	Reclamite Asphalt Surface Preservation	866.67	SY	\$1.25	\$1,083.34
					Alternate Total: \$37,696.83	
					Total:	

Alt#3 Tecumeseh Court

Ref. No.	Item Code	Description	Quantity	Units	Unit Price	Extension
Alternate: Owner-agency may award independently from entire bid.						
Component is not included in bid total.						
Alternates are not included in bid total.						
2410	254	Pavement Planing - 1-1/2"	866.67	SY	\$3.00	\$2,600.01
2420	407	Tack Coat	47.67	GA	\$3.00	\$143.01
2430	441	Asphalt Concrete Surface Course, Type 1, 449 (1-1/2")	36.11	CY	\$232.00	\$8,377.52
2440	452	6" Concrete Drive Remove & Replace (MS)	15.30	SY	\$127.00	\$1,943.10
2450	609	Straight Curb Remove and Replace	34.00	LF	\$103.00	\$3,502.00
2460	609	Roll Curb Remove and Replace	133.00	LF	\$63.00	\$8,379.00
2470	659	Topsoil, Seed & Mulch	73.89	SY	\$10.00	\$738.90
2480	SPEC	Asphalt Drive Remove & Replace	43.89	SY	\$65.00	\$2,852.85
2490	SPEC	Reclamite Asphalt Surface Preservation	866.67	SY	\$1.25	\$1,083.34
					Alternate Total: \$29,619.73	
					Total:	

Alt#4 Kettle Run Boulevard

Ref. No.	Item Code	Description	Quantity	Units	Unit Price	Extension
Alternate: Owner-agency may award independently from entire bid.						
Component is not included in bid total.						
Alternates are not included in bid total.						
2510	254	Pavement Planing - 1-1/2"	2,293.33	SY	\$2.50	\$5,733.33
2520	407	Tack Coat	126.13	GA	\$3.00	\$378.39
2530	441	Asphalt Concrete Surface Course, Type 1, 449 (1-1/2")	95.56	CY	\$214.00	\$20,449.84
2540	608	4" Sidewalk & Curb Ramps	268.00	SF	\$15.00	\$4,020.00
2550	608	Detectable Warning	2.00	EA	\$400.00	\$800.00
2560	644	Crosswalk	55.00	LF	\$7.00	\$385.00
2570	SPEC	Catch Basin Replace Casting	3.00	EA	\$1,040.00	\$3,120.00
2580	SPEC	Monument Box adjust to Grade	3.00	EA	\$470.00	\$1,410.00
2590	SPEC	Reclamite Asphalt Surface Preservation	2,293.33	SY	\$1.25	\$2,866.66
2535	452	Concrete Drive Remove & Replace (MS)	30.89	SY	\$123.00	\$3,799.47
2575	SPEC	Asphalt Drive Removed and Replace	59.05	SY	\$48.00	\$2,834.40
					Alternate Total: \$45,797.09	
					Total:	

Alt#5 For Meigs Court

Ref. No.	Item Code	Description	Quantity	Units	Unit Price	Extension
Alternate: Owner-agency may award independently from entire bid.						
Component is not included in bid total.						
Alternates are not included in bid total.						
2600	254	Pavement Planing - 1-1/2"	1,493.33	SY	\$2.50	\$3,733.33
2610	407	Tack Coat	82.13	GA	\$3.00	\$246.39
2620	441	Asphalt Concrete Surface Course, Type 1, 449 (1-1/2")	62.22	CY	\$233.00	\$14,497.26
2630	608	4" Sidewalk & Curb Ramps	268.00	SF	\$15.00	\$4,020.00
2640	608	Detectable Warning	2.00	EA	\$494.00	\$988.00
2650	609	Straight Curb Remove and Replace	48.00	LF	\$143.00	\$6,864.00
2660	644	Crosswalk	44.00	LF	\$7.00	\$308.00
2670	644	Stopbar	12.00	LF	\$8.00	\$96.00
2680	659	Topsoil, Seed & Mulch	26.67	SY	\$20.00	\$533.40
2690	SPEC	Reclamite Asphalt Surface Preservation	1,493.33	SY	\$1.25	\$1,866.66
					Alternate Total: \$33,153.04	
					Total:	

BID GUARANTEE AND PERFORMANCE BOND

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

Helms & Sons Excavating, Inc.

as Principal and *

Ohio Farmers Insurance Company

as Surety, are hereby held and firmly bound unto the City of Perrysburg as Obligee in the penal sum of the dollar amount of the bid submitted by the Principal to the Obligee on *

April 7th, 2023

to undertake the project known as: *

City of Perrysburg 2023 Resurfacing Project - Rebid

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 (in words):

One million, seven hundred twenty-five thousand, sixty-three dollars and no cents

\$ (in currency):

\$1,725,063.00

(If the above line is left blank, the penal sum shall be the full amount of Principal's bid, including alternates. Alternatively, if completed, the amount stated must not be less than the full amount of the Principal's bid including alternates, in dollars and cents. A percentage is not acceptable)

Bond Percentage

10.00%

Guarantee Method *

Electronic Bid Bond

Electronic Bid Bond		
Bond ID *	Surety Agency *	Verify Bid Bond *
07C8-B6A7-B481-1571	SurePath	Bid bond verification has been completed.

Surety State *

Ohio

Principal *Helms & Sons Excavating,
Inc.

For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successor, 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 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 (10%) 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 that the Obligee does not award the contract to the next lowest bidder and resubmits the project for bidding, the Principal pays to the Obligee the difference not to exceed ten percent (10%) 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, that 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, then said contract is made part of this bond the same as through set forth herein.

NOW ALSO, if the said Principal shall well and faithfully do and perform each and every condition of such contract; and shall pay all lawful claims of subcontractors, materialmen and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any materialman or laborer having a just claim, as well as for the Obligee herein; then this obligation shall be void; otherwise the same shall in no event exceed the penal amount of this obligation as herein stated.

The said surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of said contract or in or to the plans or specifications therefore shall in any wise affect the obligations of said Surety on this bond.

Principal: *

Helms & Sons Excavating, Inc.

By: *

L.S. Helms

Title: *

President

Surety: *

Ohio Farmers Insurance Company

By (Attorney-in-Fact): *

Catherine M. Krueger

Address: *

P.O. Box 5001, Westfield Center, OH 44251

Agent: *

USI Insurance Services, LLC

Address: *

200 N St Clair St Suite 1400, Toledo, OH 43604

EXPERIENCE STATEMENT

Bidder shall provide information regarding similar work performed including, but not limited to, project name, description, location, and contact information, and any other details that will enable the City to assess the Contractor's capabilities, experience, skills, and financial standing with regard to this proposal. This statement shall also include information showing that the Bidder:

- maintains a permanent place of business.
- has adequate facilities and equipment available for the work under the proposed contract.
- has suitable financial means to meet obligations incidental to the proposed contract.
- has appropriate technical experience and possesses sufficient skills and experience.
- has the ability or resources available to make all repairs and adjustments that may be required on the equipment to be used under the proposed contract.

Response to the above: *

Resume of Work Performed

Years in Operation: Since 1997

Years of Experience in Business: Since 1985

References

City of Findlay Jeremy Kalb 419.424.7121

City of Findlay, Safety Service Director Paul Schmelzer, PE 419.348.7279

Village of Arlington Brian Essinger 419.408.5398

Village of Ottawa Hills Marc Thompson (ret.) 419.535.3550

Village of Oak Harbor Randy Genzman 419.898.5561

City of Maumee Matt Griggs 419.279.1340

City of Sylvania Joseph Shaw, PE PS 419.885.8967

Hancock County Engineer Retired Chris Long, PE 419.306.2463

Hancock County Engineer Retired Steve Wilson, PE 419.957.6844

Metroparks Toledo Jon Zvanovec, PLA 419.360.9184

Fishbeck Jon Drummond, PE 419.360.0863

K. E. McCartney & Associates Inc. Brian Sarratore, PE 440.323.9608

City of Mansfield Robert Bianchi, PE 419.755.9702

Jones & Henry Engineers, Ltd. Ted Bennett, PE 419.473.9611

Findlay City Schools Retired Dennis McPherson 419.348.3460

Napoleon City Schools Cory Niekamp 419.509.7285

W.H. Bass Jeff Golden 770.729.3866

More available upon request

Wastewater Collection System Year

Union County Raymond and Peoria Collection System \$2,630,000.00 2014

North Baltimore Sanitary Sewer Improvements Phase 2 \$6,387,000.00 2013

Bascom Contract A \$2,340,000.00 2013

North Baltimore Sanitary Sewer Improvements Phase 1 \$5,563,000.00 2012

Defiance Sanitary Sewer Group 5 \$3,307,000.00 2010

Mt Blanchard Wastewater Collection System \$1,731,000.00 2008

Wastewater Treatment Plant & Lagoons

Oregon Wastewater Treatment Plant Lagoon \$1,238,500.00 2015

HCFRRP Blanchard River Hydraulic Improvements PH 1 \$6,500,000.00 2019

Bascom Contract B \$1,494,000.00 2013

Wharton Lagoons Contract B \$727,000.00 2010

Street Construction & Reconstruction

Wapakoneta Auglaize Street Reconstruction \$2,933,500.00 2015

Marion E. George Street Reconstruction \$4,740,000.00 2017

Mansfield Trimble Road \$4,660,000.00 2017
 Minster NE Sanitary Sewer Improvements \$2,950,000.00 2019
 Ottawa Hills Brookside \$1,831,000.00 2019
 Ottawa Hills Evergreen \$764,000.00 2018
 St Marys West Spring Street \$939,000.00 2018
 Defiance SR 111 \$2,190,000.00 2016
 Van Wert Washington Street 160097 \$4,190,000.00 2016
 LUC TR 37 (Kilburn) Ph 3 Resurfacing & Shoulder Improvements \$1,140,596.00 2022
 Maumee Streetscape Improvements \$14,000,000.00 2022
 ODOT SR309 Intersection Part 1 & 2 \$4,629,823.00 2022
 ODOT SR66 & SR190 Minor Con, 210044 \$3,386,781.45 2021
 Marion North Greenwood \$1,225,000.00 2015
 Defiance College Place \$1,200,000.00 2018
 West Spring Street \$908,000.00 2018
 Findlay Logan Avenue Phase 2 \$685,000.00 2014
 Clyde East Forest Street Phase 2 \$527,000.00 2014
 Hardin CR 110 Reconstruction \$680,000.00 2014
 ODOT 140097 SR 66 \$82,000.00 2014
 Marion Milburn \$1,134,000.00 2013
 Defiance Ayersville \$2,965,000.00 2013
 Findlay Byal Avenue Ph 1 \$330,000.00 2013
 Findlay Byal Avenue Ph 2 \$262,000.00 2013
 Marion May Street \$218,000.00 2012
 Findlay Greenwood \$316,000.00 2012
 Tiffin Greenfield Street \$455,000.00 2012
 Findlay Logan Avenue Phase 1 \$485,000.00 2011
 Findlay Invision Drive \$392,000.00 2011
 Findlay Crystal Avenue \$2,800,000.00 2011
 Hancock CR 95 \$579,000.00 2010
 Fremont Liberty Street \$452,000.00 2008
 Sandusky North Coast Inland Trail \$2,204,943.00 2008
 McComb East Perrin Street \$514,000.00 2007

Utility Installations

Wapakoneta South Sewer Interceptor \$4,091,000.00 2015
 Oak Harbor Church Street \$7,778,941.92 2020
 Delaware - Sunbury Little Walnut Creek Force Sewer \$2,610,880.94 2021
 Fostoria Storm & Waterline Improvements \$1,185,950.00 2021
 Orchard Island Sanitary Replacement \$6,468,303.15 2022
 Findlay Blanchard Street Waterline \$1,321,000.00 2019
 Findlay B4/B6 Sewer Separation \$935,000.00 2018
 Findlay Fostoria Ave Drainage \$976,500.00 2015
 Marion Main and State Street Alley \$675,000.00 2016
 Findlay West Park \$351,000.00 2015
 Findlay Performing Arts Center \$201,000.00 2015
 Findlay Lima Avenue Waterline \$83,000.00 2015
 Findlay Distribution Drive Sanitary Sewer \$484,000.00 2014
 Fremont Ireland Pump Station \$367,000.00 2014
 Marion Waterline Bundle 2014 \$313,000.00 2014
 Marion SR 309 Waterline \$522,000.00 2014
 Tiffin East Perry Waterline \$310,000.00 2014
 Tiffin Main Street Waterline \$558,000.00 2014
 Hancock Distribution Drive Sanitary Sewer \$522,000.00 2014
 North Baltimore Lateral Replacement Phase 2 \$282,000.00 2014
 Hancock TR 197 \$205,000.00 2013
 Defiance Group 14/15 Contract B \$419,000.00 2013
 Hancock CR 236 Storm Sewer Improvements \$120,000.00 2012
 Marion Milburn Phase 1-5 Waterline \$422,000.00 2012
 Marion Fairview Waterline Replacement \$322,000.00 2012

Arcadia 2012 Storm Sewer Improvements \$90,000.00 2012
Rawson Waterline \$238,000.00 2012
Bowling Green East Gypsy Lane Waterline \$326,000.00 2011
Bowling Green North Main Street Waterline \$677,000.00 2010
Deshler Contract B \$227,000.00 2010
Henry County SR 108 Waterline \$367,000.00 2010
Findlay Hagerman Run Storm Sewer \$383,000.00 2009
Arcadia Storm Sewer Improvements 2009 \$56,000.00 2009
Arlington Wilch Street Improvements \$169,000.00 2008
Caledonia South Street Storm Sewer \$64,000.00 2008
Fremont 2008 Storm Sewer Improvements \$167,000.00 2008

Commercial Projects

Bowling Green Al Smith Chrysler \$650,000.00 2014
Upper Sandusky Love's Truck Stop \$2,200,000.00 2016
Lima Dominion Gas \$1,174,185.00 2018
Blanchard Valley Vet Clinic \$120,000.00 2016
Findlay Taylor Volkswagon \$1,237,000.00 2014
Bowling Green Scale House \$46,000.00 2014
Oregon Love's Truck Stop \$1,991,000.00 2011
Bowling Green First Federal \$165,000.00 2011
Findlay Arby's \$164,000.00 2012
Upper Sandusky Credit Union \$154,000.00 2007
North Baltimore Love's Truck Stop \$1,100,000.00 2006
Amazon-Findlay \$3,677,747.00 2021
Airports & Hospitals
Findlay Airport Runway Expansion \$2,287,000.00 2009
Defiance Promedica MOB II \$1,033,000.00 2017
Findlay Blanchard Valley Hospital Parking Lots \$624,500.00 2017

Asphalt & Concrete Paving

Mt Blanchard Asphalt Paving \$102,000.00 2015
ODOT SR 49 107660 \$1,280,000.00 2021
Henry County 2018 Resurfacing \$610,000.00 2018
ODOT SR 49 Minor Reconstruction \$1,284,579.60 2021
Van Wert Courthouse Parking Lot Improvements \$291,000.00 2019
Delphos Concrete Street Repair Program \$155,000.00 2018
St Marys Resurfacing 2017 \$215,200.00 2018
Ada Resurfacing 2019 \$170,000.00 2019
ODOT SR 103 190155 \$1,047,000.00 2019
Napoleon Resurfacing 2019 \$218,000.00 2019
Findlay Resurfacing 2018 \$718,600.00 2018
Bowling Green Manville Resurfacing \$460,000.00 2018
Tiffin Urban Paving \$689,000.00 2017
Tiffin Pavement Repair 2017 \$363,106.00 2017
Findlay Resurfacing 2016 \$628,000.00 2016
Leipsic Resurfacing 2016 \$260,000.00 2016
Defiance 2015 County Parking Lots \$171,000.00 2015
Findlay City Schools Baldwin Parking Lot \$51,000.00 2015
Ada SRTS \$161,000.00 2015
Hancock Distribution Drive Roadway \$303,000.00 2014
Wharton Sandusky Street \$94,000.00 2014
Lima Bikeway Phase 2 \$137,000.00 2014
Findlay Donnell Walkway \$196,000.00 2014
Hardin Pleasant TR 100 Resurfacing \$248,000.00 2013
Defiance 2013 Street Improvements \$156,000.00 2013
Findlay Parker Parking Lot Improvements \$91,000.00 2012
Findlay 2012 Preventative Maintenance \$56,000.00 2012

Subdivisions

Findlay Hunters Edge \$303,000.00 2008

Marion Bayhill \$1,708,000.00 2005

Crawford Station Apartments \$900,000.00 2018

Athletic Complexes

Hancock Recreational Center Phase 1 \$1,400,000.00 2007

Hancock Recreational Center Phase 2 \$1,800,000.00 2007

Marysville High School Athletic Complex \$2,163,000.00 2019

Findlay Schools Donnell Football Stadium \$1,100,000.00 2007

Arlington Sport-plex \$130,000.00

Findlay Schools Ball Field and Tennis Court Improvement \$53,000.00

Findlay Youth Football Field \$73,000.00

Findlay Youth Soccer Complex \$67,000.00

University of Findlay Football Field and Tennis Courts \$300,000.00

Fostoria Track and Field Improvements \$114,000.00

Schools & Colleges

Mt Victory Ridgemoor Local Schools \$1,450,000.00 2014

Lima OSU Resurfacing \$857,000.00 2016

Marion OSU Asphalt and Pavement Repair \$1,708,000.00 2018

Mansfield OSU Campus Roadway \$1,000,000.00 2018

Lima OSU Lot C \$644,000.00 2019

Findlay Donnell Middle School \$393,000.00 2012

Bowling Green Crim Elementary \$233,000.00 2012

North Baltimore Ticket Booth \$264,000.00 2018

North Baltimore School Access Road \$65,000.00 2012

Culverts

ODOT 130140 SR 53 \$636,000.00 2013

ODOT 130506 SR 31 \$253,000.00 2013

ODOT 130056 SR 81 \$86,000.00 2013

ODOT 120034 SR 224 \$320,000.00 2012

ODOT 110643 \$350,000.00 2012

ODOT 120272 SR 51 \$720,000.00 2012

Seneca County Culvert Replacement \$122,000.00 2007

If Bidder is Corporation, list Officers, type N/A if not applicable:

Name: *

L.S. Helms

Title: *

President

If Bidder is Partnership, list Members, type N/A if not applicable:

Name: *

N/A

Title: *

N/A

LIST OF SUBCONTRACTORS

Bidder shall provide the names, addresses, and type of work (Item No. or Description, if applicable) which the Bidder proposes to subcontract under this Contract.

Name: *

Griffin Pavement Striping

Address: *

2710 Hayes Avenue, Fremont, OH 43420

Type of Work: *

Pavement Striping

Bidder shall provide the names, addresses, and type of work (Item No. or Description, if applicable) which the Bidder proposes to subcontract under this Contract. 1

Name: *

Pavement Technology

Address: *

24144 Detroit Road, Cleveland, OH 44145

Type of Work: *

Asphalt Rejuvenation

NONCOLLUSION AFFIDAVIT

STATE OF: *

Ohio

COUNTY OF: *

Hancock

Bid Identification *

City of Perrysburg 2023 Resurfacing Project - Rebid

Bidder's Name *

L.S. Helms

, being first dually sworn, deposes and says that he is:

*

president

Enter response if "other" was selected

of (company name): *

Helms & Sons Excavating, Inc.

the party making the foregoing bid; that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that such bid is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a 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 bidder 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 bidder has not, directly or indirectly submitted his bid price on any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in his general business.

Signed: *

L.S. Helms

Title: *

President

SUBSTITUTIONS/OPTIONS FORM

Optional: Vendor is not required to complete.

Any substitutions, deletions, additions, or deviations to the minimum specifications must be shown on this form and attached to the proposal forms in order to be considered as part of the bid. The City reserves the right to accept or reject any and all substitutions or optional bids. *

No bid

PREVAILING WAGE RESPONSIBILITIES

Keep full and accurate payroll records available for inspection for up to one (1) year following the completion of the project. Owners/partners must be shown on payrolls for any physical work they perform on the job.

- A. time records
- B. payroll records including canceled checks
- C. fringe benefit records including canceled check

Prevailing Wage Determination must be posted on the project site.

Supply Findlay Prevailing Wage Coordinator with dates of the life of the contract and a listing of all subcontractors to include the name, address, and telephone number of each.

Supply each employee with written notification of his assigned job classification, hourly prevailing wage rate and fringe payments, and identity of the Prevailing Wage Coordinator for the project.

Supply all subcontractors with any changes in the Prevailing Wage rates issued during the life of the project.

Out-of-State contractors must submit to the Ohio Secretary of State, the full name and address of their Statutory Agent in Ohio.

Submit certified payrolls starting no later two (2) weeks after the initial pay period. Insure all payrolls include the following:

- A. Employees full name, address, and social security number
- B. Work classification
 - (1) Be specific when listing laborers and operators
 - (2) Show level/year for all apprentices
- C. Hours worked on the project
 - (1) As of May 1, 1984, overtime is to be paid at not less than time and one-half for all hours worked in excess of forty (40) hours per week.
- D. Hourly rate of pay

Actual hourly rate paid employee for the time worked. Overtime hourly rate of not less than time and one-half the basic or regular rate paid is required under Chapter 4115. In addition to paying not less than the predetermined rate for the classification in which the employee works, the amounts predetermined as fringe benefits in the wage determination issued for the project, shall also be paid.

(Sample calculation: \$12.82 (base rate) x 1 1/2 = \$19.25 + \$1.70 (fringe payments) = \$20.93). Fringe payments must be entered in appropriate blocks on payroll forms when such fringes are paid to approved plans, funds, etc.

E. List all fringe benefits (if any) and amount per hour for each

(1) Hourly amount is to be based on 2080 hours per year.

F. Total deductions

G. Net pay for the pay period

Send a copy of Apprenticeship Agreement for each apprentice and a Final Affidavit to:

Perrysburg Prevailing Wage Coordinator

Attn: Dana Bombrys

127 W Fifth Street

Perrysburg, OH 43551

(419) 872-7880

email: dbombrys@ci.perrysburg.oh.us

STATE OF OHIO PREVAILING WAGE RATES ARE AVAILABLE ON-LINE AT THE FOLLOWING WEBSITES:

State Prevailing Wage Rates at Ohio.gov

Required Document List

Name	Omission Terms	Submitted File
Consent of Surety If providing a certified check or paper bid bond in lieu of Electronic Bid Bond	Electronically verifying Bid Bond	I am not enclosing this document because the omission terms have been met.
Miscellaneous Attachment as Needed Miscellaneous Attachment	Omit if Not Needed	I am not enclosing this document because the omission terms have been met.
2 Required Documents		

TO: Mayor Mackin
President Smith
Members of City Council

FROM: Brian Thomas, City Engineer

RE: Resolution 49-2023

DATE: April 28, 2023



Subject Matter/Background

A Resolution authorizing awarding a bid and entering an agreement with Positive Trades Group for the HAVC Maintenance Program. This will be a three (3) year agreement.

This project consists of preventative maintenance on HVAC equipment located at ten (10) different City owned buildings.

The bid from Positive Trades Group was for a total of \$150,832.00 (\$48,930 for Year 1, \$50,242 for Year 2 and \$51,660 for Year 3).

Financial Review

The funds for this project will come out of the 2023 budget, Account:

1110-71541-53825 Streets
1110-21233-53825 Fire
1110-11156-53825 Engineering
1110-11047-53825 General Buildings & Lands
5332-61815-53825 Muni Building/Police
5331-61814-53825 Water

Legal Review

This resolution has been reviewed and is appropriately before you.

Recommendation

If City Council is in agreement, a motion to waive the rules, waive the three readings, and pass this resolution as an emergency is appropriate. An emergency measure is requested because the bid opening for the project was April 21, 2023. Sixty days from the bid opening is June 21, 2023 and the City needs the appropriate amount of time within that window to assign the bid and issue the agreement.

RESOLUTION 49-2023

**A RESOLUTION AWARDING A BID AND AGREEMENT TO THE
POSITIVE TRADES GROUP IN THE AMOUNT OF ONE HUNDRED
FIFTY THOUSAND EIGHT HUNDRED THIRTY-TWO DOLLARS
AND ZERO CENTS (\$150,832.00) FOR A THREE-YEAR
AGREEMENT TO MAINTAIN THE HVAC SYSTEMS AT VARIOUS
CITY OWNED BUILDINGS AND DECLARING AN EMERGENCY**

WHEREAS, the City of Perrysburg, Ohio solicited general contractor bids for HVAC maintenance at various City owned buildings, and the City issued a bid package which contained all relevant specifications and requirements for the project, which acknowledged that the City was authorized to waive minor irregularities in bidding which did not affect the fairness of the process, and pursuant to which the City would accept the lowest and best bid for the required work; and,

WHEREAS, Positive Trades Group provided the lowest and best bid for the proposed work, and it has the equipment, expertise, personnel, and knowledge to perform the required work; and,

WHEREAS, given the nature of the work, it is reasonable that any contract to perform such work should be awarded to a general contractor rather than to separate trade contractors.

WHEREAS, the Service Committee reviewed this request at its meeting on April 26, 2023 and voted 3-0 to recommend the legislation to City Council.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY
OF PERRYSBURG, WOOD COUNTY, OHIO:**

SECTION 1. The Mayor and Director of Finance are authorized to enter into an Agreement with Positive Trades Group in the amount of One Hundred Fifty Thousand Eight Hundred and Thirty-Two Dollars and Zero Cents (\$150,832.00) as represented in Exhibit A attached hereto.

SECTION 2. It is found and determined that all formal actions of Council concerning or relating to the passage of this Resolution were adopted in an open meeting of the Council, and that all deliberations of this Council and any of its committees, that resulted in such formal actions, were in meetings open to the public in compliance with all legal requirements of the City of Perrysburg and the State of Ohio.

SECTION 3. This Resolution is hereby declared to be an emergency measure to expedite the project and to promote safety. Following appropriate legislative action, it shall take effect and be in force immediately upon its passage and approval, otherwise it shall take effect and be in force from and after the earliest period allowed by law.

President of Council

Mayor

PASSED: _____

ATTEST: _____

APPROVED: _____

General Info

Total:

\$150,832.00

Number	Description
Perrysburg HVAC Maintenance Program	The City of Perrysburg hereby invites qualified firms to provide bid on the Perrysburg HVAC Maintenance Program. The agreement will be for 3 years beginning June 1, 2023 and run through May 31, 2026.
Deadline	
04/21/2023 02:00 PM EDT	A list of serviceable items and their locations can be found in the attachment list.
Vendor	This contract is subject to the provision of State of Ohio, Prevailing Wage Rates. The subsequent contract will require certificates of insurance.
Positive Trades Group	Engineering Estimate for the entire program: \$ 165,000
Submitted	
04/21/2023 11:35 AM EDT	There will be a Voluntary walk through on Wednesday 4-19-23, starting at 8:00 am, at the Department of Service, at 11980 Roachton Road, Perrysburg, Ohio 43551. Then we'll travel to the other City Building locations.
Signed by	Allows zero unit prices and labor
Tracy Hansen	Yes
Account Holder Tracy Hansen	Allows negative unit prices and labor
Opened	Yes
04/21/2023 02:01 PM EDT By	
thaar@ci.perrysburg.oh.us	

Attachment List

Serviceable Items.pdf (389 KB)
List of Serviceable Items by Location

2_LegalNotice_FY21.pdf (111 KB)
Legal Advertisement

4_InstructionstoBid-FY21.pdf (140 KB)
Instruction to Bidders

5_General Conditions.pdf (230 KB)
General Conditions

6_Specs_FY21.pdf (328 KB)
Specifications

7_Insurance Requirements.pdf (115 KB)
Insurance Requirements

8_ContractForm_FY21.pdf (657 KB)
City of Perrysburg Standard Contract Forms (For Reference Only)

Proposal

BID

Proposal of: *

Positive Trades Group

(hereinafter called "Bidder"), organized and existing under the laws of the State of *

Ohio

doing business as *

"a corporation"

submitted to The City of Perrysburg (hereinafter called "Owner").

In compliance with the Advertisement for Bids, the Bidder hereby proposes to perform all Work for the construction of: *

Perrysburg HVAC Maintenance Program

in strict accordance with the Contract Documents, within the time set forth therein, and accept as compensation therefore the sum of (in words): *

One Hundred Fifty Thousand Eight Hundred Thirty Two Dollars

\$ (in currency): *

\$150,832.00

;however, the final amount will be controlled by the following unit prices and no payments shall exceed the total unit prices for said work. The Bidder agrees to accept the following unit prices for any addition or deductions caused by any change or alterations in the plans or specifications of the work.

By submission of this Bid, each Bidder certifies, and in the case of a joint Bid each party thereto certifies as to his own organization, that: 1) this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor; 2) they do not have an unresolved finding for recovery issued by the Auditor of State, in accordance with Section 9.24 of the Ohio Revised Code; and 3) they do not have an active exclusion shown in the Federal System of Award Management (SAM).

The Bidder hereby agrees to commence work under this contract on or before a date to be specified in the Notice to Proceed and to complete the project on/before the date specified. The Bidder further agrees to pay as liquidated damages, the sum of \$400 for each consecutive calendar day thereafter as provided in the General Conditions.

The Bidder acknowledges receipt of the following Addendum (Type N/A if not applicable):

Addenda #: *

N/A

Addenda Date: *

N/A

The Bidder acknowledges that 1) they have not received nor relied upon any representations or warranties of any nature whatsoever from the Owner, its officers, employees, or agents; 2) they are responsible for verifying the current prevailing wage rates and requirements according to Chapter 4114 of the Ohio Revised Code; 3) upon contract award, they will be required to sign an affidavit indicating whether or not they have delinquent personal property taxes on the General Tax List of Personal Property of Wood County, Ohio, in accordance with Section 5719.042 of the Ohio Revised Code.

In submitting this Bid, it is understood it may be withdrawn prior to the scheduled closing time for the receipt of bids, but that the Bidder may not withdraw its Bid after the actual opening thereof.

On acceptance of this Bid, the Bidder does hereby bind itself to enter into a written contract with the Owner within ten (10) days of the Notice of Award and give a Surety Bond amounting to 100% of the Contract.

Signature: *

Rod Fry

Address: *

8650 Airport Hwy

Title: *

Vice President

City, State, Zip: *

Holland, Ohio 43528

Legal Name of Bidder: *

Positive Trades Group

Phone Number: *

(419) 865-6171

Fax Number: *

419-865-4561

E-mail Address *

tracy.hansen@positivetradesgroup.com

Base Bid

\$150,832.00

Item Code	Description	Quantity	Units	Unit Price	Extension
Alternates are not included in bid total.					
10	Year 1 Contract Fee	1.00	Lump Sum	\$48,930.00	\$48,930.00
20	Year 2 Contract Fee	1.00	Lump Sum	\$50,242.00	\$50,242.00
30	Year 3 Contract Fee	1.00	Lump Sum	\$51,660.00	\$51,660.00
					Total: \$150,832.00

BID GUARANTEE AND PERFORMANCE BOND

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

Positive Trades Group

as Principal and *

Ohio Farmers Insurance Co.

as Surety, are hereby held and firmly bound unto the City of Perrysburg as Obligee in the penal sum of the dollar amount of the bid submitted by the Principal to the Obligee on *

April 21, 2023

to undertake the project known as: *

Perrysburg 3 Year HVAC Maintenance Program

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 (in words):

\$ (in currency):

(If the above line is left blank, the penal sum shall be the full amount of Principal's bid, including alternates. Alternatively, if completed, the amount stated must not be less than the full amount of the Principal's bid including alternates, in dollars and cents. A percentage is not acceptable)

Bond Percentage

10.00%

Guarantee Method *

Certified Check or Paper Bid
Bond

Certified Check or Paper Bid Bond

Confirmation *

I have provided a paper bid bond and uploaded the Consent of Surety to the Required Documents List at the bottom of the solicitation forms. I further agree to submit the original Bid Bond to The City of Perrysburg Engineering Department within three (3) business days, if found to be the Apparent Low Bidder.

For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successor, 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 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 (10%) 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 that the Obligee does not award the contract to the next lowest bidder and resubmits the project for bidding, the Principal pays to the Obligee the difference not to exceed ten percent (10%) 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, that 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, then said contract is made part of this bond the same as through set forth herein.

NOW ALSO, if the said Principal shall well and faithfully do and perform each and every condition of such contract; and shall pay all lawful claims of subcontractors, materialmen and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any materialman or laborer having a just claim, as well as for the Obligee herein; then this obligation shall be void; otherwise the same shall in no event exceed the penal amount of this obligation as herein stated.

The said surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of said contract or in or to the plans or specifications therefore shall in any wise affect the obligations of said Surety on this bond.

Principal: *

Positive Trades Group

By: *

Rod Fry

Title: *

Vice President

Surety: *

Ohio Farmers Insurance Co

By (Attorney-in-Fact): *

Sherry L. McVicker

Address: *

PO Box 5001 1 Park Circle Westfield Center, Ohio 44251

Agent: *

Savage-McVicker Insurance, Inc.

Address: *

4334 Keystone Drive Suite C Maumee, Ohio 43537

EXPERIENCE STATEMENT

Bidder shall provide information regarding similar work performed including, but not limited to, project name, description, location, and contact information, and any other details that will enable the City to assess the Contractor's capabilities, experience, skills, and financial standing with regard to this proposal. This statement shall also include information showing that the Bidder:

- maintains a permanent place of business.
- has adequate facilities and equipment available for the work under the proposed contract.
- has suitable financial means to meet obligations incidental to the proposed contract.
- has appropriate technical experience and possesses sufficient skills and experience.
- has the ability or resources available to make all repairs and adjustments that may be required on the equipment to be used under the proposed contract.

Response to the above: *

Positive Trades Group has been located at 8650 Airport Highway since 2012. We, along with our sister company Sperling Heating & Ventilating, continuously carry both mechanical equipment technicians, pipefitters and sheetmetal workers to fulfill the needs of our customers.

Similar work performed include yearly preventative maintenance agreements with Goodwill Industries of NW Ohio at various locations.

Spring and Summer PM include but are not limited to filter change, grease bearings, inspection of all related electrical components, confirm proper refrigerant levels and leak inspections of all lines, inspect and clean evaporator coils when needed, washing of condenser coils and cleaning of condensate traps.

Fall PM includes boiler work consisting of cleaning burners, flame sensors, check igniter, flue, gas pressures, electrical connections and testing for proper temps and cycling.

Unit heater work includes cleaning of burners, igniter and flame sensor and inspecting heat exchangers.

RTU work includes filter and belt changes, grease bearings, inspect burners, clean igniter and flame sensor, inspect heat exchangers, check all electrical components associated with heating system and checking for proper operation of thermostats.

Water heater work includes inspections of burners, pilots and flues.

Tim Kralovic is the contact person for the agreement and can be reached via email at tkralovic@goodwillnwohio.org.

If Bidder is Corporation, list Officers, type N/A if not applicable:

Name: *

Kurt Deal

Title: *

President

If Bidder is Partnership, list Members, type N/A if not applicable:

Name: *

N/A

Title: *

N/A

LIST OF SUBCONTRACTORS

Bidder shall provide the names, addresses, and type of work (Item No. or Description, if applicable) which the Bidder proposes to subcontract under this Contract.

Name: *

Sperling Heating &
Ventilating

Address: *

8650 Airport Hwy

Type of Work: *

HVAC & Plumbing

NONCOLLUSION AFFIDAVIT

STATE OF: *

Ohio

COUNTY OF: *

Lucas

Bid Identification *

Positive Trades Group

Bidder's Name *

Rod Fry

, being first dually sworn, deposes and says that he is:

*

other

Enter response if "other" was selected

Vice President

of (company name): *

Positive Trades Group

the party making the foregoing bid; that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that such bid is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix 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 bidder has not, directly or indirectly submitted his bid price on any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in his general business.

Signed: *

Rodney Fry

Title: *

Vice President

SUBSTITUTIONS/OPTIONS FORM

Optional: Vendor is not required to complete.

Any substitutions, deletions, additions, or deviations to the minimum specifications must be shown on this form and attached to the proposal forms in order to be considered as part of the bid. The City reserves the right to accept or reject any and all substitutions or optional bids. *

No bid

PREVAILING WAGE RESPONSIBILITIES

Keep full and accurate payroll records available for inspection for up to one (1) year following the completion of the project. Owners/partners must be shown on payrolls for any physical work they perform on the job.

- A. time records
- B. payroll records including canceled checks
- C. fringe benefit records including canceled check

Prevailing Wage Determination must be posted on the project site.

Supply Perrysburg Prevailing Wage Coordinator with dates of the life of the contract and a listing of all subcontractors to include the name, address, and telephone number of each.

Supply each employee with written notification of his assigned job classification, hourly prevailing wage rate and fringe payments, and identity of the Prevailing Wage Coordinator for the project.

Supply all subcontractors with any changes in the Prevailing Wage rates issued during the life of the project.

Out-of-State contractors must submit to the Ohio Secretary of State, the full name and address of their Statutory Agent in Ohio.

Submit certified payrolls starting no later two (2) weeks after the initial pay period. Insure all payrolls include the following:

- A. Employees full name, address, and social security number
- B. Work classification
 - (1) Be specific when listing laborers and operators
 - (2) Show level/year for all apprentices
- C. Hours worked on the project
 - (1) As of May 1, 1984, overtime is to be paid at not less than time and one-half for all hours worked in excess of forty (40) hours per week.
- D. Hourly rate of pay

Actual hourly rate paid employee for the time worked. Overtime hourly rate of not less than time and one-half the basic or regular rate paid is required under Chapter 4115. In addition to paying not less than the predetermined rate for the classification in which the employee works, the amounts predetermined as fringe benefits in the wage determination issued for the project, shall also be paid.

(Sample calculation: \$12.82 (base rate) x 1 1/2 = \$19.25 + \$1.70 (fringe payments) = \$20.93). Fringe payments must be entered in appropriate blocks on payroll forms when such fringes are paid to approved plans, funds, etc.

E. List all fringe benefits (if any) and amount per hour for each

(1) Hourly amount is to be based on 2080 hours per year.

F. Total deductions

G. Net pay for the pay period

Send a copy of Apprenticeship Agreement for each apprentice and a Final Affidavit to:

Perrysburg Prevailing Wage Coordinator

201 West Indiana Avenue

Perrysburg, OH 43551

(419) 872-7880

dbombrys@ci.perrysburg.oh.us

STATE OF OHIO PREVAILING WAGE RATES ARE AVAILABLE ON-LINE AT THE FOLLOWING WEBSITE:

Ohio Department of Commerce (<http://www.com.ohio.gov/laws/>)

Required Document List

Name		Omission Terms	Submitted File
Consent of Surety If providing a certified check or paper bid bond in lieu of Electronic Bid Bond		Electronically verifying Bid Bond	Perrysburg HVAC Bond.pdf
Miscellaneous Attachment as Needed Miscellaneous Attachment		Omit if Not Needed	Perrysburg Scope.pdf
Worker's Comp Certificate Current Worker's Comp Certificate			PTG BWC 2022-2023.pdf
3 Required Documents			

Bid Guaranty and Contract Bond

(Section 153.571 and 3929.121 Ohio Revised Code)



Westfield Center, Ohio 44251-5001

"KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned Positive Trades Group 8650 Airport Hwy Holland, OH 43
as principal and Ohio Farmers Insurance Co. as sureties, are hereby held and firmly bound unto City of Perrysburg 201 West Indiana Ave.
Perrysburg, OH 43551
as obligee in the penal sum of the dollar amount of the bid submitted by the principal to the obligee on April 21, 2023 to
undertake the project known as Perrysburg HVAC 3 Year Maintenance Program. 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 bids
made by the principal on the date referred to above to the obligee, which are accepted by the obligee. In no case shall the penal sum exceed the
amount of _____ dollars.
(If the foregoing blank is not filled in, the penal sum will be the full amount of the principal's bid, including alternates. Alternatively, if the blank is
filled in, the amount stated must not be less than the full amount of the bid including alternates, in dollars and cents. A percentage is not acceptable.)
For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrator,
successors, and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named principal has submitted a bid for _____
Perrysburg HVAC 3 Year Maintenance Program

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 per cent of the
penalty hereof between the amount specified in the bid and such larger amount for which the obligee may in good faith contract with the next lowest
bidder to perform the work covered by the bid; or in the event the obligee does not award the contract to the next lowest bidder and resubmits the
project for bidding, the principal pays to the obligee the difference not to exceed ten per cent 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;

Now also, if the said Positive Trades Group 8650 Airport Hwy Holland, OH 43528
shall well and faithfully do and perform the things agreed by City of Perrysburg 201 West Indiana Ave. Perrysburg, OH 43551

to be done and performed according to the terms of said contract; and shall pay all lawful claims of subcontractors, materials suppliers, 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 materials suppliers 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, omission, or additions, in or to the terms of the said contract or in or to the
plans or specifications therefor shall in any wise affect the obligations of said surety on its bond."

Signed this 19th day April, 2023.

PRINCIPAL: Positive Trades Group
BY: [Signature]
TITLE: P.O. Box 5001
SURETY: OHIO FARMERS INSURANCE CO.
BY: [Signature], Attorney-in-fact
Sherry L. McVicker

SURETY COMPANY ADDRESS:
BOND DEPARTMENT
OHIO FARMERS INSURANCE CO.
P. O. BOX 5001, 1 PARK CIRCLE
WESTFIELD CENTER, OHIO 44251-5001

SURETY AGENT'S ADDRESS:
AGENCY NAME: Savage-McVicker Insurance, Inc.
STREET: 4334 Keystone Drive Suite C
CITY, STATE, ZIP: Maumee, OH 43537

General
Power
of Attorney

CERTIFIED COPY

POWER NO. 3408472 01

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

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
SANDRA L. MARTIN, SCOTT E. MCVICKER, SHERRY L. MCVICKER, JACOB E. MCVICKER, DARREL R. LIMES, JOINTLY OR SEVERALLY

of MAUMEE and State of OH its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship-

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

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

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

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

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

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 02nd day of JANUARY A.D., 2020 .

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By:
Gary W. Stumper, National Surety Leader and
Senior Executive

State of Ohio
County of Medina ss.:

On this 02nd day of JANUARY A.D., 2020 , before me personally came Gary W. Stumper to me known, who, being by me duly sworn, did depose and say, that he resides in Hartford, CT; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



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

State of Ohio
County of Medina ss.:

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

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 19th day of April A.D., 2023



Frank A. Carrino, Secretary



Certificate of Compliance

Issued 06/07/2022

Effective 07/01/2022

Expires 06/30/2023

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

OHIO FARMERS INSURANCE COMPANY

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

Section 3929.01 (A)

Accident & Health

Aircraft

Allied Lines

Boiler & Machinery

Burglary & Theft

Collectively Renewable A & H

Commercial Auto - Liability

Commercial Auto - No Fault

Commercial Auto - Physical Damage

Credit Accident & Health

Earthquake

Fidelity

Financial Guaranty

Fire

Glass

Group Accident & Health

Guaranteed Renewable A & H

Inland Marine

Medical Malpractice

Multiple Peril - Commercial

Multiple Peril - Farmowners

Multiple Peril - Homeowners

Noncancellable A & H

Nonrenew-States Reasons (A&H)

Ocean Marine

Other Accident only

Other Liability

Private Passenger Auto - Liability

Private Passenger Auto - No Fault

Private Passenger Auto - Physical Damage

Surety

Workers Compensation

OHIO FARMERS INSURANCE COMPANY certified in its annual statement to this Department as of December 31, 2021 that it has admitted assets in the amount of \$3,749,086,727, liabilities in the amount of \$715,932,968, and surplus of at least \$3,033,153,759.

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



**Financial
Statement**

Reset Form

Ohio Farmers Insurance Co.

Westfield Center, Ohio 44251-5001

December 31, 2022

OHIO FARMERS INSURANCE COMPANY

BALANCE SHEET

12/31/22

(in thousands)

Assets	
Cash, cash equivalents, and short term investments	85,650
Bonds	474,956
Stocks	81,433
Subsidiaries	2,367,603
Real estate	173,330
Premiums receivable	143,552
Other assets	234,766
Total assets	<u>3,561,290</u>
Liabilities	
Reserve for unearned premiums	215,440
Reserve for unpaid losses and loss expenses	368,279
Reserve for taxes and other liabilities	183,088
Total liabilities	<u>766,807</u>
Surplus	
Surplus to policyholders	<u>2,794,483</u>
Total surplus	2,794,483
Total liabilities and surplus	<u>3,561,290</u>

State of Ohio

ss:

County of Medina

The undersigned, being duly sworn, says: That he is National Surety Leader - Surety Operations of Ohio Farmers Insurance Company, Westfield Center, Ohio; that said Company is a corporation duly organized, existing and engaged in business as a Surety Company by virtue of the Laws of the State of Ohio and authorized to do business in the State of and has duly complied with all the requirements of the laws of said State applicable to said Company and is duly qualified to act as Surety under such laws; that said Company has also complied with and is duly qualified to act as Surety under the Act of Congress approved July 1947, 6 U.S.C. sec. 6-13; and that to the best of his knowledge and belief the above statement is a full, true, and correct statement of the financial condition of the said Company on the 31st day of December, 2022.

Attest:

Frank Carrino

Frank A. Carrino
Group Legal Leader, Secretary

Gary W. Stumper

Gary W. Stumper
National Surety Leader
Senior Executive

David A. Kotnik

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

Sworn to before me this 8th day of February A.D. 2023.

My Commission Does Not Expire
Sec. 147.03 Ohio Revised Code





Positive Trades Group, LLC

April 20, 2023

Customer: City of Perrysburg

Thank you for selecting PTG for all your Mechanical and Plumbing needs. We are pleased to submit our proposal for the below detailed services. We look forward to this opportunity to provide you with continued exceptional service.

Equipment to be Serviced: Any Mechanical, or controls equipment requested by owner for further service beyond the scope of the PM agreement.

Hourly rate for normal business hours (Monday-Friday) exc. Holidays is 7 a.m. to 4 p.m.

June 1, 2023- May 31, 2024

Normal hours \$102.00 per hour

Over Time Mon-Sat. \$153.00 per hour

Double time on Sundays and Holidays \$204.00 per hour

Truck charge per incident \$25.00

June 1, 2024- May 31, 2025

Normal hours \$105.00 per hour

Over Time Mon-Sat. \$157.50 per hour

Double time on Sundays and Holidays \$210.00 per hour

Truck charge per incident \$25.00

June 1, 2025- May 31, 2026

Normal hours \$107.00 per hour

Over Time Mon-Sat. \$160.50 per hour

Double time on Sundays and Holidays \$214.00 per hour

Truck charge per incident \$25.00

PTG is a subsidiary of Sperling Heating and Ventilation allowing us to provide full service Mechanical, Plumbing and Sheetmetal services. This would include licensed technicians for fire damper inspections and repairs.



Positive Trades Group, LLC

Respectfully Submitted,

Ron Slough

Ron Slough, Service Manager

Positive Trades Group, LLC

Cell; 419-265-3088

ron.slough@positivetradesgroup.com





**Bureau of Workers'
Compensation**

30 W. Spring St.
Columbus, OH 43215

Certificate of Ohio Workers' Compensation

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

This certificate must be conspicuously posted.

Policy number and employer
01672325

POSITIVE TRADES GROUP LLC
PO BOX 489
HOLLAND OH 43528-0489

Period Specified Below
07/01/2022 to 07/01/2023



www.bwc.ohio.gov
Issued by: BWC

Stephanie McCloud

Administrator/CEO

You can reproduce this certificate as needed.

Ohio Bureau of Workers' Compensation

Required Posting

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

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



**Bureau of Workers'
Compensation**

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

TO: Mayor Mackin
President Smith
Members of City Council

FROM: Timothy W. Effler, Law Director

RE: Resolution 51-2023

DATE: April 28, 2023



Subject Matter/Background

Resolution 51-2023 declares the 2008 Ford Expedition 4X4 VIN 1FMFU16578LA00249, currently used by the Department of Public Service, the value of which has been determined to be over One Thousand Dollars, is no longer needed and shall be sold at auction in accordance with Ohio Revised Code §721.15.

This resolution was approved by the Service Committee 3-0 to forward to City Council.

Financial Review

There is no funding needed for this resolution.

Legal Review

This resolution has been reviewed and is appropriately before you.

Recommendation

If City Council is in agreement, a motion to suspend the three readings, waive the rules, and authorize this Resolution as an Emergency is recommended.

RESOLUTION 51-2023

DECLARING ONE 2008 FORD EXPEDITION 4X4 CURRENTLY USED BY THE DEPARTMENT OF PUBLIC SERVICE NO LONGER NEEDED FOR MUNICIPAL PURPOSES AND DECLARING AN EMERGENCY

WHEREAS, Article III, Section III – 10.0(F) of the Perrysburg City Charter provides the City Council with the power to determine the method, manner, consideration and procedure for the purchase of property on behalf of the Municipality and the sale or disposal thereof; and,

WHEREAS, the Department of Public Service is no longer in need of a 2008 Ford Expedition 4X4 VIN 1FMFU16578LA00249, the value of which has been determined to be over One Thousand Dollars; and,

WHEREAS, in accordance with Ohio Revised Code §721.15 it is necessary to legislatively authorize the disposal of property valued at over One Thousand Dollars only after determining the property is no longer needed for municipal purposes; and,

WHEREAS, the Service Committee reviewed this request at its meeting on April 26, 2023 and voted 3-0 to recommend the legislation to City Council.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY
OF PERRYSBURG, WOOD COUNTY, OHIO:**

SECTION 1. The Council hereby authorizes the Mayor and Director of Finance to arrange for the sale of one 2008 Ford Expedition 4X4 VIN 1FMFU16578LA00249, currently used by the Department of Public Service, by public auction as such is no longer needed for municipal purposes.

SECTION 2. It is found and determined that all formal actions of Council concerning or relating to the passage of this Resolution were adopted in an open meeting of the Council, and that all deliberations of this Council and any of its committees, that resulted in such formal actions, were in meetings open to the public in compliance with all legal requirements of the City of Perrysburg and the State of Ohio.

SECTION 3. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the citizens of the City of Perrysburg, Wood County, Ohio, as this vehicle should be auctioned off as soon as possible, and shall be in full force and effect from and immediately after its passage and approval by the Mayor.

President of Council

Mayor

PASSED _____

ATTEST: _____

APPROVED: _____

City of Perrysburg - Declaration of Surplus Property Form

To: Mayor and Director of Finance

From: Rob Ross

Date: 4/18/2023

Please mark one:

☒ I have determined the following described City property, which was purchased through the is of no further use to the City and may be disposed of in accordance with Administrative Policy No. 34.

OR

☐ I have determined the following described City property, which came into the possession of the Perrysburg Police Division as found or unclaimed property is of no use to the City and may be disposed of in accordance with Administrative Policy No. 34.

DESCRIPTION OF PROPERTY

Current Estimated Value of Item (please choose one):

☐ \$0-\$999

☒ \$1,000 or more

NOTE: If the item is valued at \$1,000 or more, it must be authorized by an ordinance of City Council.

Description of property (non-vehicle):

Click here to enter text.

Description of property (vehicle)

Kelly Blue Book Value \$ 6,479-7,938

(Attach KBB Printout)

Year: 2008

Make: Ford

Model: Expedition 4x4

Vehicle #: 200

Color: White

VIN: 1FMPU16578LA00249

Mileage: 64,774

I recommend the following method of disposition (please check one of four options):

☒ Sell → Employee Name - Point of Contact for Auction Listing: Darlene Pilewski

☐ Destroy

☐ Scrap

☐ Other _____

Approved: _____

Mayor

Date

Director of Finance

Date



Kelley Blue Book
THE TRUSTED RESOURCE

2008 Ford Expedition Pricing Report

Style: XLT Sport Utility 4D

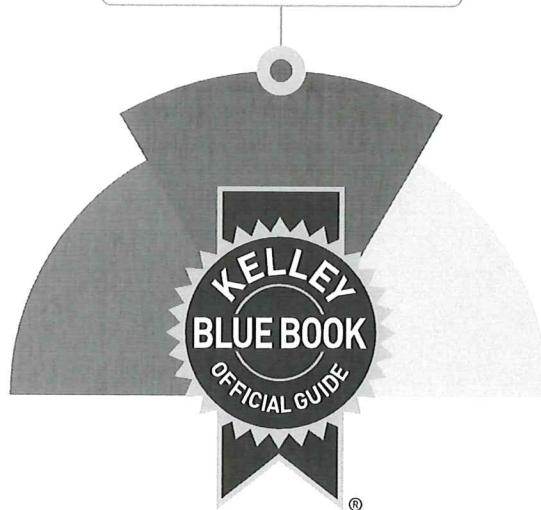
Mileage: 64,774

KBB.com Consumer Rating: 4.6/5

Sell to Private Party

Private Party Range
\$6,479 - \$7,938

Private Party Value
\$7,209



Valid for ZIP code 43551 through 04/18/2023



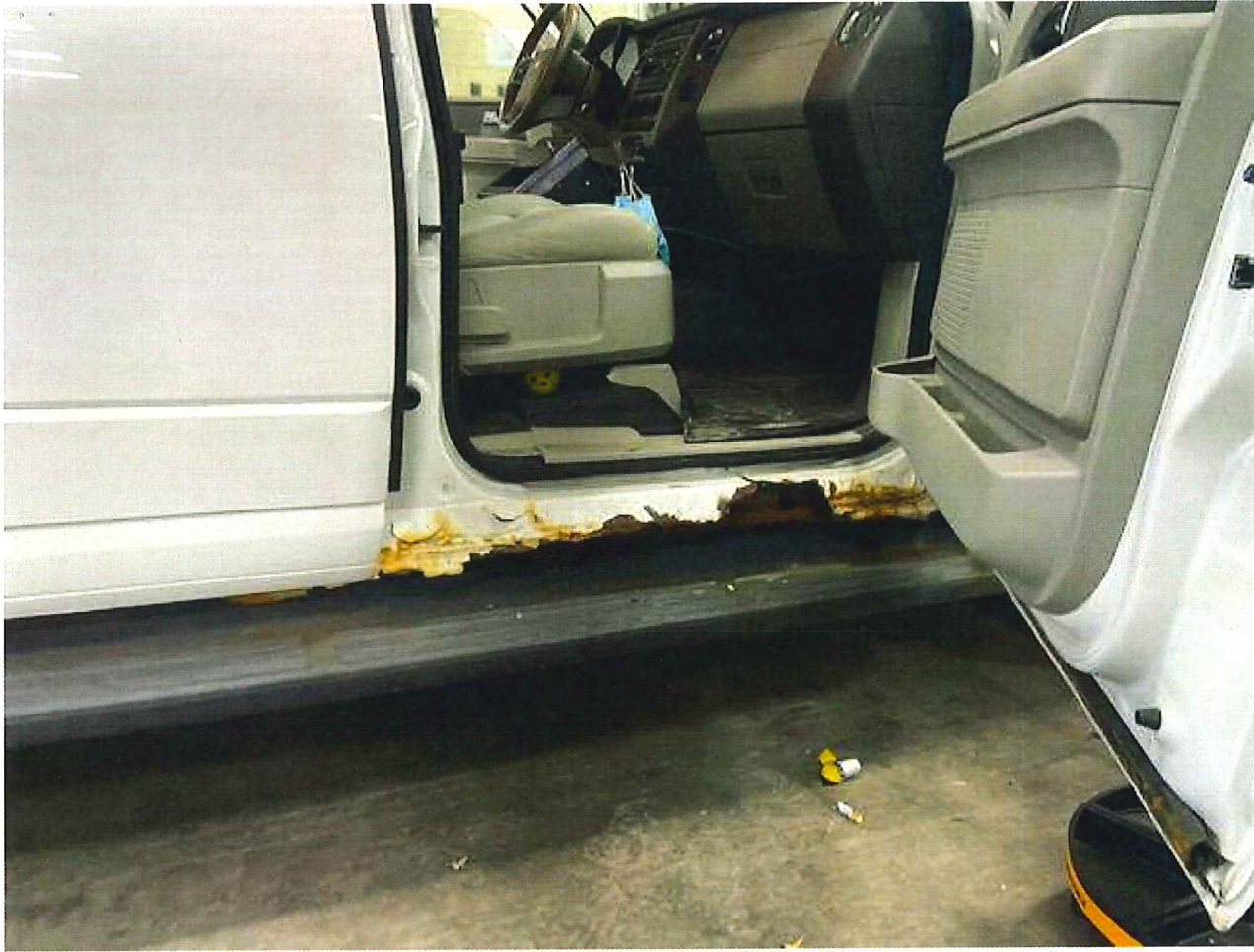
Re: #200 Vehicle Rob's old one

Nick Bruns <nbruns@ci.perrysburg.oh.us>

Tue 2023-04-18 1:27 PM

To: Darlene Pilewski <dpilewski@ci.perrysburg.oh.us>





Nick Bruns
Equipment Mechanic

City of Perrysburg

Department of Public Service
11980 Roachton Road
Perrysburg, OH 43551
P: 419.872.8020

NOTICE: This electronic message transmission and all attachments transmitted with it are intended for the use of the individual or entity that is the intended recipient and may contain legally privileged, protected, or confidential information. If you are not the designated recipient please be aware that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this electronic transmission in error, please notify us by reply electronic mail and promptly destroy the original transmission and any copies. Written communications to or from public officials or public employees regarding City of Perrysburg business, including e-mails, are subject to the Ohio Public Records Act, and in most cases must be made available to any person, including the media, upon request. E-mail, which qualifies as a public record, will be released, unless it clearly falls under a specific exemption in the state law.

From: Darlene Pilewski <dpilewski@ci.perrysburg.oh.us>
Sent: Tuesday, April 11, 2023 9:23 AM
To: Mechanics <mechanics@ci.perrysburg.oh.us>
Cc: Ron Isaacson <risaacson@ci.perrysburg.oh.us>
Subject: #200 Vehicle Rob's old one