#### **PROPOSAL**

# Unit Price Contract RS-0054-D-2020 Asphalt Resurfacing of a Portion of Section D of Dewey Road, TR 54 Thompson Township, Geauga County

We the undersigned (HACRIN) VALLEY PAVING, INC.

propose to do and construct the pavement, drainage and appurtenances as shown on the plans and as called for in the specifications. We have thoroughly familiarized ourselves with the plans and specifications, which we accept as sufficient for the purpose of this improvement. Further, we have visited the site of the improvement and are proposing to furnish all labor, material and equipment to complete the work for the prices set against each item.

ITEM	ODOT	DESCRIPTION OF ITEM	ESTIM	ATED	UN	IT BID PRI	CE	TOTAL
NO.	NO.	DESCRIPTION OF ITEM	QUAN	ITITY	LABOR	MATL	BID	ITEM
1	103	Contract Performance Bond and Premium	1	LUMP	\$6,400.00	\$0.00	\$6,400.00	\$6,400.00
2	202	Wearing Course Removed	175.0	SY	\$2.00	\$0.00	\$2.00	\$350.00
3	253	Pavement Repair, As Per Plan	325.0	CY	\$75.00	\$100.00	\$175.00	\$56,875.00
4	301	Asphalt Concrete Base Course, PG64-22	1550.0	CY	\$24.00	\$90.00	\$114.00	\$176,700.00
5	301	Asphalt Concrete Base Course, PG64-22 (Driveways)	40.0	CY	\$120.00	\$120.00	\$240.00	\$9,600.00
, 6	407	Non-Tracking Tack Coat	2300	GAL	\$1.00	\$1.00	\$2.00	\$4,600.00
7	441	Asphalt Concrete Surface Course, Type 1, (448) PG64-22	650.0	CY	\$24.00	\$120.00	\$144.00	\$93,600.00
8	441	Asphalt Concrete Surface Course, Type 1, (448) PG64-22 (Driveways)	40.0	CY	\$55.00	\$120.00	\$175.00	\$7,000.00
9	614	Maintaining Traffic	1	LUMP	\$15,000.00	\$0.00	\$15,000.00	\$15,000.00
10	614	Work Zone Center Line, Class II, 740.06, Type 1	2.96	MILE	\$100.00	\$100.00	\$200.00	\$592.00
11	617	Compacted Aggregate (RACP)	350.0	CY	\$10.00	\$15.00	\$25.00	\$8,750.00
12	623	Monument Box Adjusted to Grade	3	EACH	\$25.00	\$50.00	\$75.00	\$225.00
13	624	Mobilization	1	LUMP	\$9,000.00	\$0.00	\$9,000.00	\$9,000.00
14	642	Edge Line, 4", Type 1	2.96	MILE	\$200.00	\$315.00	\$515.00	\$1,524.40
15	642	Center Line, Type 1	1.48	MILE	\$325.00	\$600.00	\$925.00	\$1,369.00

16	644	Stop Line	15.0	FEET	\$10.00	\$20.00	\$30.00	\$450.00
17	SPEC	Mailbox Assembly, Removed and Reset	40	EACH	\$30.00	\$30.00	\$60.00	\$2,400.00

TOTAL CONTRACT

\$394,435.40

PROPOSAL - PAGE 2 Unit Price Contract RS-0054-D-2020 Asphalt Resurfacing of a Portion of Section D of Dewey Road, TR 54 Thompson Township, Geauga County

EARLIEST START DATE:

June 1, 2020

LATEST COMPLETION DATE:

June 22, 2020

CALENDAR DAYS TO COMPLETE:

14 Days

It is understood and agreed that the quantities shown in the Specifications and Details are approximate only and will be used to determine the lowest and best bid. The Contractor shall not be entitled to loss of profit or other damages should the quantities prove to be more or less than the estimated amount.

Sign	K.C.	Vakada	Contractor
	1/0		

CHAGRIN VALLEY PAVING, INC.

By: KRISHNA C MAKADA Address: 17790 MUNN ROAD

Title: \_ I STIMATOR

CHAGRIN PALLS OH 44023

Phone: 440.543. 2253

Fax: 440.543.2281

Email: KRISVE CHAGRINVALLEYPAVING. COM

#### SUBCONTRACTOR/SUPPLIER INFORMATION

Name of Company OSBORNE CONCRETE & STONE
Address 1 WILLIAMS ST,
GRAND RIVER, ON 44045
Operation to be performed ASPHALT SUPPLY
Is this company a DBE? Yes No _ 63% of Contract K-4
Name of Company AMERICAN ROADWAY LOCUSTICS
Address 2661 BARBER RD
NORTON, DX 44203
Operation to be performed: STRIPING
Is this company a DBE?Yes No No % of Contract
Name of Company
Name of Company
Address
Operation to be performed
Is this company a DBE?Yes No% of Contract
Name of Company
Address
Operation to be performed
Is this company a DBE?Yes No% of Contract

#### SCHEDULE OF OPERATIONS

The Bidder	CHAGRIN VALLEY PAVI	NG, INC.
	rent workload and will be able to com	plete this project by
the completion date	shown on the proposal sheet.	
Signed:	K.C. Vakad	
Ву:	KRISHNA C VAKAD	PA
Title:	ESTIMATOR	
	PROPOSAL SCHEDULE	
Operation		Start Date
WIR PAVER	NEWT REPAIRS	06 09 20
301 BAS	E MAIRUNE	06/12/20
BASE & S	URFACE FOR DRIVES	06/16/20
SURFACE	BM Januaran	06/17
# 617	BERM	06/19
MAIL BOT	X STRIPING	06/20-06/22
S		
7		
	CURRENT WORKLOAD	
List all projec	ts currently under contract:	
Project		Owner
SEE	ATTACHED	

	CURRENT WORK
Project Name	ODOT / SR 5 and SR 44 Four Lane Resurfacing, Project 190575
Contract Amount	\$1,891,361.00
Required Comp Date	8/31/2020
Project Name	ODOT / SR 534 Two Lane Resurfacing, Project 190496
Contract Amount	\$532,501.00
Required Comp Date	6/30/2020
Project Name	Mentor 2020 Road Program
Contract Amount	\$1,204,173.00
Required Comp Date	8/21/2020
Project Name	Mentor Tyler Blvd
Contract Amount	\$1,372,850.00
Required Comp Date	8/30/2020
Project Name	ODOT / SR 43D & SR 59 Four Lane Resurfacing, Oroject 200108
Contract Amount	\$1,071,568.00
Required Comp Date	8/31/2020
Project Name	Brunswick 2020 Road Program
Contract Amount	\$1,945,560.00
Required Comp Date	10/15/2020

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## CORPORATION CERTIFICATE

Ι,	JESSICA	RO	DRIGUEZ	certify as
Secretary of	the Corporation entitle	ed	CHAGRIN VAI	LLEY PAVING, INC.
2			porated in the State	
that	KRISHNA	C	VAKADA	who signed
the foregoin	g Bid Proposal on beha			
	ESTIM A	TOR	an	d that said Bid
Proposal wa	s duly signed for and in	n behal	f of said Corporation	n by authority of its
governing b	ody, and is within the s	cope o	f its corporate powe	rs.
	ermore, the above name			ntract for this project
	Sec	2011 cretary	sice Rod	briggy

(Corporate Seal)

## NONCOLLUSION AFFIDAVIT

State of OHID
(JEAUGA
BIDDER KRISHNA ( VAKADA
being first duly sworn, deposes and says that he/she is
ESTIMATOR (sole owner, a partner, president,
secretary, etc.) of CHAGRIN VALLEY PAVING, INC.
the party making the foregoing PROPOSAL; that such PROPOSAL is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that such PROPOSAL is genuine and not collusive or sham; that said BIDDER has neither directly or indirectly conspired, connived, or agreed with any other BIDDER, individual, or entity, to put in a sham BID, nor has directly or indirectly sought by agreement, communication or conference with any individual or entity to fix the PROPOSAL price of said BIDDER or of any other BIDDER, or to fix any overhead, profit, or cost element of such PROPOSAL price, or of that of any other bidder, or to secure any advantage against the OWNER awarding the contract or anyone interested in the proposed contract; that all statements contained in such PROPOSAL are indirectly, submitted his proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, PROPOSAL 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: K.C. Vakada
Subscribed and sworn to before me this 27
day of MARCH, 20_20.
Seal of Notary
ROBERT HODGKINSON Notary Public State of Ohio My Comm. Expires March 1, 2025

#### **BID GUARANTY BOND**

Ohio Revised Code §153.571

KNOW ALL MEN BY TH	ESE PRESENTS, that we, the	undersigned
Chagrin Valley Paving, Inc.		as principal and
Merchants Bonding Company		as sureties, are
hereby held and firmly bound unto		auga County
**************************************	as obligee in the penal	sum of the dollar amount of
the bid submitted by the principal to	the obligee on March 27, 20	)20 to
undertake the project known as Thon	npson Twp./ Dewey Road Resu	rfacing
The penal sum referred to herein sha	ll be the dollar amount of the p	rincipal's bid to the obligee,
incorporating any additive or deducti	ve alternate proposals made by	the principal on the date
referred to above to the obligee, which	ch 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 fu	Il amount of the principal's bio	l, including alternates.
Alternately, if the blank is filled in, the	he amount stated must not be l	ess than the full amount of
the bid including alternates, in dollars	s and cents. A percentage is no	ot acceptable.) For the
payment of the penal sum well and tr	uly to be made, we hereby joir	atly and severally bind
ourselves, our heirs, executors, admir	nistrators, successors, and assig	gns.
Signed this 27th	day of March	, 20 <mark>20 THE</mark>
CONDITION OF THE ABOVE OF	BLIGATION IS SUCH, that	whereas the above named
principal has submitted a bid for		
Thompson Twp./ Dewey Road	Resurfacing	

Now, therefore, if the obligee accepts the bid of the principal and the principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material: and in the event the principal pays to the obligee the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid and such larger amount for which the obligee may in good faith contract with the next lowest bidder to perform the work covered by the bid: or in the event the obligee does not award the contract to the next lowest bidder and resubmits the project for bidding, the principal pays to the obligee the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new contract documents, required advertising, and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect; if the obligee accepts the bid of the principal and the principal within ten days after the awarding of the contract enters into a proper contract in accordance with the bid, plans, details, specifications, and bills of material, which said contract is made a part of this bond the same as though set forth herein:

Now also, if the said Chagrin Valley F	Paving, Inc.	
shall well and faithfully do and perform the thing	s agreed by	
Thompson Township - Geauga County	to	be done
and performed according to the terms of said con-	tract; and shall pay all lawful claims	of
subcontractors, material men, and laborers, for lal		
carrying forward, performing, or completing of sa		
undertaking shall be for the benefit of any materia	al man or laborer having a just claim.	as well as
for the obligee herein; then this obligation shall be	e void; otherwise the same shall rema	ain in full
force and effect; it being expressly understood and	d agreed that the liability of the suret	y for any
and all claims hereunder shall in no event exceed	the penal amount of this obligation a	s herein
stated.		
additions, in or to the terms of the said contract or shall in any wise affect the obligations of said sure	0	nerefor
WITNESS our hands this 27th	day of March, 20	20
Witnesses:	Contractor:	
19.4 Jan 0) -	Chagrin Valley Paving, Inc.	
11///	K.C. Vak	ala

Surety:

Merchants Bonding Company (Mutual)

P.O. Box 14498 Des Moines, IA 50306

R. Scott Liptak, Attorney-in-Fact



Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Daniel A Fedeli; Deltamon Mosley; Kevin S Keller; Logan Liptak; Melanie Blankenburg; R Scott Liptak; Sharon Brickman

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 5th

day of

ebruary

. 2020

ATIONAL NAME OF THE PROPERTY O

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

President

STATE OF IOWA COUNTY OF DALLAS ss.

On this 5th day of February 2020 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



#### **POLLY MASON**

Commission Number 750576 My Commission Expires January 07, 2023 Polly mason

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 27 day of 2000 day o

William Harner Jr.

Secretary

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

## Ohio Department of Insurance

Mike DeWine - Governor Jillian Froment - Director



## Certificate of Compliance

Issued 03/11/2019 Effective 04/02/2019 Expires 04/01/2020

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

# MERCHANTS BONDING COMPANY (MUTUAL)

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

Section 3929.01 (A)

Fidelity

Other Liability

Surety

MERCHANTS BONDING COMPANY (MUTUAL) certified in its annual statement to this Department as of December 31,2018 that it has admitted assets in the amount of \$226,033,865, liabilities in the amount of \$91,292,340, and surplus of at least \$134,741,525.

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

Jillian Froment, Director





# **MERCHANTS BONDING COMPANY (MUTUAL)**

# Statements of Admitted Assets, Liabilities, and Surplus - Statutory Basis

		Dec. 31, 2018
Admitted Assets Cash and Invested Assets		
Bonds		
	\$	132,007,38
Common Stocks		41,093,083
Real Estate		13,080,084
Cash and Short-Term Investments		12,154,445
Total Cash and Invested Assets		198,334,995
Investment Income Due and Accrued		871,350
Premiums in the Course of Collection		9,243,494
Reinsurance Recoverable from Reinsurers		1,594,160
Net Deferred Tax Asset		2,980,562
Receivable from Affiliate		6,853,698
Other Assets		6,155,606
Total Admitted Assets	\$	226,033,865
Liabilities & Surplus		
Liabilities		
Losses	\$	8,030,333
Reinsurance Payable on Paid Losses and LAE		1,641,243
Loss Adjustment Expenses		12,846,057
Commissions Payable		1,982,304
Other Expenses		3,528,101
Taxes, Licenses, and Fees		571,584
Current Federal Income Taxes		687,530
Unearned Premiums		47,591,408
Dividends Declared to Policyholders		3,880,305
Reinsurance Payable to Reinsurers		2,850,713
Amounts Withheld for Others		7,682,762
Total Liabilities	<del> </del>	91,292,340
Surplus		134,741,525
Total Liabilities and Policyholders' Surplus	\$	226,033,865

i, Don Blum, Chief Financial Officer and Treasurer of Merchants Bonding Company (Mutual), do hereby certify that the foregoing is a true and correct statement of the balance sheet of said Corporation as of December 31, 2018, to the best of my knowledge and belief.

Don Blum, CFO & Treasurer

RS-0054-D-2020 The Asphalt Resurfacing of a Portion of Dewey Road, TR 54, Section D Thompson Township, Geauga County

#### ADDENDUM #1

Monday, March 23, 2020

#### BID SPECIFICATION REVISION

Place of opening of Proposal, change

All bids shall be delivered to:

Geauga County Engineer's Office 12665 Merritt Road Chardon, OH 44024

Sealed bids will be received until the time and date specified in the Contract Documents.

Bids received will be publicly opened and read aloud at the new location.

This addendum does not change the plan quantities, Engineer's estimate or schedule

This concludes the scope of Addendum #1.

Nichola Gorris, PE

Deputy Engineer

Geauga County Engineer's Office