

# **General Info**

# Total:

\$84,900.00

#### Number

Municipal Landscape Maintenance

#### **Deadline**

09/20/2019 11:00 AM EDT

## Vendor

Ameriscape Inc

#### **Submitted**

09/20/2019 07:07 AM EDT

## Signed by

Kevin Duraney

## Opened

09/20/2019 11:01 AM EDT By jennifer.hamilton@gahanna.gov

# **Description**

This contract consists of landscape and grounds maintenance services for municipal streetscape areas within Gahanna.

# Allows zero unit prices and labor

Yes

# Allows negative unit prices and labor

No

# **VENDOR RESOURCES**

Vendor Resources Page Informational page containing instructional videos for vendors.

BidExpress Customer Support Team Customer support contact. Available Monday-Friday from 7:00am-8:00pm eastern time.

# **ATTACHMENT LIST**

Notice to Bidders.pdf
Information and Requirements for Bidder.pdf
Supplemental Specifications.pdf
Maps.pdf
Plans (Hamilton Road Central Only).pdf
Bid Guaranty and Contract Bond

# **CONTRACTOR'S QUALIFICATION STATEMENT**

The bidder is required to state the following in full detail as will enable the Director of Public Service and Engineering and Council of the City of Gahanna to judge its responsibility, experience, skill and financial standing to meet the obligations of the Contract.

<ul> <li>(a) Number of years your organization has been in business as a Contractor: *</li> <li>28 Years</li> <li>(b) Number of years your organization has been in business under its present business name. List any other or former names your organization has operated under. *</li> </ul>
(b) Number of years your organization has been in business under its present business name. List any other or
· · · · · · · · · · · · · · · · · · ·
28 Years
(c) If your organization is a corporation, list the following: date of incorporation, state of incorporation, President's name, Vice President's name(s), Secretary's name and Treasurer's name. If not applicable, state "not applicable." *
01/01/1991, Ohio, Kevin Duraney (President), Dustin Forsythe (Vice President)
(d) If your organization is a partnership, list the following: date of organization, type of partnership (if applicable) and name(s) of general partner(s). If not applicable, state "not applicable." *  Not Applicable
(e) If your organization is individually owned, list the following: date of organization and name of owner. If not applicable, state "not applicable." *  Not Applicable
(f) If the form of your organization is other than those listed above, describe it and name the principals. If not applicable, state "not applicable." *

Not Applicable
LICENSING:
(a) List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable. *
Landscape Maintenance, Fertilization (ODA License Number: 52251), and Snow Removal
(b) List jurisdictions in which your organization's partnership or trade name is filed. *
State of Ohio
EXPERIENCE:
(a) List the categories of work that your organization normally performs with its own forces. *
Landscape, Mowing, Fertilization, Irrigation, Snow Removal
(b) List all details of any work your organization has failed to complete. If none, state "none." *
None
(c) List any Claims that your organization or any of its officers have initiated, any Claims initiated against your organization or any of its officers, any mediation or arbitration proceedings or lawsuits related to any contract your organization or any of its officers have been involved in or is currently involved in, or any judgements or awards outstanding against your organization or any of its officers within the last five (5) years. Please give details for each Claim, including the names and telephone numbers of the persons who are parties, the amount of the Claim, the type of Claim and basis for the Claim, and the outcome. If none, state "none." *
None

	Contract Documents for a contract.

(d) List any officer or principal of your organization that has ever been an officer or principal of another organization when it failed to complete a contract within the last five (5) years. Please give details for each instance, including the names and telephone numbers of the persons who are parties to the contract, and the reason(s) the contract was not completed. If none, state "none." \*

None			

- (e) List contracts your organization has in progress with an original contract sum of more than \$100,000.00, giving the name of contract, owner and its telephone number, design professional and its telephone number if applicable, contract amount, percent complete and scheduled completion date. State total amount of work in progress and under contract. If none, state "none." \*
  - 1.Showe Management: Andrew Showe, 614-481-8106 Total Contract Price: \$455,295.83. %75 Completed (\$341471.87). Scheduled Completion Date 12/31/2019 (\$113,823.96)
- 2.Casto Management: John Carter. 614-870-1213 Total Contract Price: \$306,006.28. %75 Completed (\$229,504.71). Scheduled Completion Date 12/31/2019 (\$76,501.57)
- 3.Service Corporation International: Brad Palmer. 937-725-0839 Total Contract Price: \$501,800.00. %75 Completed (\$376,350.00). Scheduled Completion Date 12/31/2019 (\$125,450.00)
- (f) Provide the following information for each contract your organization has had during the last five (5) years, including current contracts, where the contract sum is fifty percent (50%) or more of the bid amount for this Contract, including add alternates: name of contract, scope of work, contract sum, name of owner's representative and owner's telephone number. \*
  - 1. Chestnut Hill Apartments: Landscape Maintenance Contract. \$73,766.50. Casto Management. (614) 228-5331 (2017-Present)
  - 2. Glenmuir Apartments: Landscape Maintenance Contract. \$42,779.63. Casto Management. (614) 228-5331 (2006-Present)
  - 3. Hamilton Creek Apartments: Landscape Maintenance Contract. \$64,635.90. Showe Management. (614) 481-8106 (2002-Present)
  - 4. Rose Hill Burial Ground: Landscape Maintenance Contract. \$69,800.00. SCI. (513)-895-3278 (2019-Present)
  - 5. Sunset Cemetery: Landscape Maintenance Contract. \$65,382.25. SCI. (614)-878-4692 (2015-Present)
  - 6. Water's Edge Apartments: Landscape Maintenance Contract. \$95,356.00. Colonial American Development Corp. (614)-235-7777 (2017-Present)

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

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

	(2016): \$56,020.48, Jennifer Hamilton sburg (2015): \$51,730.00, Nathan Burd 614-322-6840
Note: If there are r	more than five (5) of these contracts, only provide information on the most recent five (5) contracts, including current contracts.
	age annual amount of contracts your organization has performed during the last five (5) years. *
director, operates	llowing members of your organization's management, president, chairman of the board, or any or has operated another company during the last five (5) years, identify the member of the name of the company. If none, state "none." *
None	
	ation is operating under a trade name registration with the Secretary of State for the State of entity for which the trade name is registered. If none, state "none." *
None	
another entity, ide	
another entity, ide	entify the entity of which it is a division or wholly-owned subsidiary or with which it has another
another entity, ide relationship and a None  (I) List the education	entify the entity of which it is a division or wholly-owned subsidiary or with which it has another
another entity, ide relationship and a None  (I) List the education including without person listed, including	ion, training and experience for each person who will fill a management role on the Contract, limitation the Contract Executive, Contract Manager and Contract Superintendent. For each lude with the other information the last three contracts on which the person worked and the
another entity, ide relationship and a None  (I) List the education including without person listed, including and telepho	entify the entity of which it is a division or wholly-owned subsidiary or with which it has another also identify the nature of the relationship. If not applicable, state "not applicable." *  ion, training and experience for each person who will fill a management role on the Contract, limitation the Contract Executive, Contract Manager and Contract Superintendent. For each lude with the other information the last three contracts on which the person worked and the

U.S. Bank: Bryant Newman 614-476-1430  c) List the name of your surety bonding company along with the name and address of your surety agent. *  Harco National Insurance Company, 1 Easton Oval, Suite 388, Columbus, Ohio 43219-8036  EINANCING:  a) Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement thowing the following items: current assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued noome, deposits, materials inventory and prepaid expenses), not fixed assets, other assets, current liabilities (e.g., accounts ready and ther liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained arranings). (To upload - Refer to Financial Statements Upload area after the Contractor's Qualification Statement of this colicitation).  b) List the name and address of the firm preparing attached financial statement, and date thereof. *  None	Buckeye Power Sales: Jason Brown SiteOne Landscape Supply: Don Galligan Kurtz Brothers: Craig Hoitink	
C) List the name of your surety bonding company along with the name and address of your surety agent. *  Harco National Insurance Company, 1 Easton Oval, Suite 388, Columbus, Ohio 43219-8036  FINANCING:  a) Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement howing the following items: current assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued noome, deposits, materials inventory and prepaid expenses), net fixed assets, other assets, current liabilities (e.g., accounts layable, notes payable, accrued expenses, provision for income taxes, advances, accrued statement accrued payroll taxes) and ther liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained arranges). (To upload - Refer to Financial Statements Upload area after the Contractor's Qualification Statement of this olicitation).  b) List the name and address of the firm preparing attached financial statement, and date thereof. *  None  c) State if the attached financial statement for the identical organization is named on page one. If not, explain he relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary). *  Ameriscape Named on page one	(b) List all bank references. *	
Harco National Insurance Company, 1 Easton Oval, Suite 388, Columbus, Ohio 43219-8036  FINANCING:  a) Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement thowing the following items: current assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued ncome, deposits, materials inventory and prepaid expenses), net fixed assets, other assets, current liabilities (e.g., accounts layable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes) and ther liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained arranings). (To upload - Refer to Financial Statements Upload area after the Contractor's Qualification Statement of this solicitation).  b) List the name and address of the firm preparing attached financial statement, and date thereof. *  None  c) State if the attached financial statement for the identical organization is named on page one. If not, explain he relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary). *  Ameriscape Named on page one	U.S. Bank: Bryant Newman 614-476-1430	
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he relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary). *  Ameriscape Named on page one	(b) List the name and address of the firm preparing attached financial statement, and date thereof. *  None	
d) State if the organization whose financial statement is attached will act as guarantor of the Contract. *	Ameriscape Named on page one	
	(d) State if the organization whose financial statement is attached will act as guarantor of the Contrac	et. *

N/A	

## **CERTIFICATION:**

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

Company Name: \*

Ameriscape Inc.

Signature: \*

Kevin Duraney

Date: \*

09/19/2019

Printed Name and Title: \*

Kevin Duraney, President

# CONTRACTOR'S QUALIFICATION STATEMENT (FINANCIAL STATEMENT UPLOAD)

Name	Omission Terms	Submitted File
Financial Statement Upload Financial Statement Upload		20190920063915566.pdf
1 Required Document		

# CONTRACTOR'S QUALIFICATION STATEMENT (ADDITIONAL MATERIAL)

Name	Omission Terms	Submitted File
Optional: Vendor is not required to complete.		
Additional Material Upload #1 Optional Upload As Needed (10MB limit)		No bid
Additional Material Upload #2 Optional Upload As Needed (10MB limit)		No bid
Additional Material Upload #3 Optional Upload As Needed (10MB limit)		No bid
3 Required Documents		

# SUBCONTRACTORS LIST

subcontractor. If no subcontractors are to be used, so state. *		
No Subcontractors will be used.		

The bidder is required to state, in detail, in the space provided below, the name, address, experience and the work to be performed by subcontractors in this Contract, including approximate percentage of the Contract cost by

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

# **CORPORATE AFFIDAVIT** Optional: Vendor is not required to complete. To be filled in and executed if the contractor is a corporation. State of: \* Ohio County of (ss): \* Franklin being first duly sworn, \* Kevin Duraney deposes and says that he or she is Secretary of Ameriscape Inc. a corporation organized and existing under and by virtue of the laws of the state of Ohio and having its principal office at (Address), \* 6751 Taylor Rd. Unit D1 (City), \* Blacklick (County), \* Franklin (State). \* Ohio

Ameriscape Inc.

Affiant further

(Name of Corporation). \*

Affiant further says that \_\_\_\_\_\_ (Name of Officer), \*

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

Kevin Duraney

(Title) \*

President

of the Corporation is duly authorized to sign the Contract for the

	(Contract) *
City of Gahanna	
for said Corporation by virtue ofthe Board of Directors), *	(state whether a provision of by-laws or a resolution of
provision of by-laws	
	(if by resolution,
give date of adoption).	
N/A	
Signature: *	
Kevin Duranev	

# CONTRACTOR'S PERSONAL PROPERTY TAX AFFIDAVIT (O.R.C. § 5719.042) State of: \* Ohio County of (ss): \* Franklin \_\_\_\_\_, Affiant, \* **Kevin Duraney** being first duly sworn, deposes and says: 1. I am the (Title): \* President of (Contractor): \* Ameriscape Inc 2. The Contractor's offices are located at: \* 6751 Taylor Rd. Unit D1 Blacklick, Ohio 43004 3. I am the Contractor's duly authorized representative for making this affidavit. 4. Effective this \_\_\_\_ day: \* 19th of\_\_\_\_: \* September 20\_\_\_\_: \* the Contractor: ✓ is not charged with delinquent personal property taxes on the general list of personal property in any Ohio county. is charged with delinquent personal property taxes on the general list of personal property as set forth below: County: Amount (include total amount, with penalties and interest thereon):

County:

Amount (include total amount, with penalties and interest thereon):
County:
Amount (include total amount, with penalties and interest thereon):
County:
Amount (include total amount, with penalties and interest thereon):

Signature: \*

Kevin Duraney

# State of: \* Ohio County of (ss): \* Franklin Contractor, \* Kevin Duraney being first duly sworn, deposes and says that he or she is \*

president

of

(company name), \*

NONCOLLUSION AFFIDAVIT

Ameriscape 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 any one shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix any overhead, profit, or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the Owner awarding the Contract to anyone interested in the proposed Contract; that all statements contained in such bid are true; and further, that said bidder has not, directly or indirectly, submitted its bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in its general business.

Signature: \*

Kevin Duraney

# **ESCROW WAIVER**

# Contractor, \*

Ameriscape Inc.

agrees to abide by City of Gahanna Ordinance No. 0077-2017. Pursuant to such ordinance and the City's home rule authority, Contractor waives the requirements of Sections 153.13, 153.14 and 153.63 of the Ohio Revised Code that an escrow account be established relating to the Contract and that interest be paid on retainage.

Signature: \*

Kevin Duraney

# **BID GUARANTY AND CONTRACT BOND & SURETY UPLOADS**

Name	Omission Terms	Submitted File
Bid Guaranty and Contract Bond Bid guaranty and contract bond (form located in Attachment List above)		20190920064425621.pdf
Power of Attorney Power of attorney		20190920064432038.pdf
Surety Financial Statement Surety financial statement		20190920064438274.pdf
Certificate of Complaince for Ohio Certificate of complaince for Ohio		20190920064444645.pdf
4 Required Documents		

## **BIDDER CERTIFICATION**

Having carefully reviewed the Information and Requirements for Bidders, Supplemental Specifications and other Contract Documents for the Contract including having also received, read and taken into account any Addenda and likewise having inspected the site and the conditions affecting and governing the Contract, the undersigned hereby proposes to furnish all materials and to perform all labor, as specified and described in the said Specifications for all work necessary to complete the Contract in accordance with the Contract Documents regardless of whether expressly provided for in such Specifications.

Before completing the Bid Form, the undersigned represents that it has carefully reviewed the Notice to Bidders, Information and Requirements for Bidders, Supplemental Specifications, Prevailing Wage Rates (if applicable), Bid Guaranty and Contract Bond, this Bid Certification, Bid Form and all other Contract Documents. The unit prices shown in the Bid Form, together with quantities shown shall determine the total amount of the bid. If there is an error made, unit prices shown shall govern. The City reserves the right to waive any irregularities of the bidding process, and to make any mathematical corrections as required. If there is an inconsistency or conflict in the bid amount, the lowest amount shall control, whether expressed in numbers or words. Failure to comply with provisions of the Contract Documents may be cause for disqualification of the bid.

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

The bidder hereby acknowledges that the following representations in this bid are material and not mere recitals:

- (a) The bidder acknowledges that this is a public Contract involving public funds and that the Owner expects and requires that each successful bidder adhere to the highest ethical and performance standards. The bidder by submitting a bid pledges and agrees that (a) it will act at all times with absolute integrity and truthfulness in its dealings with the Owner, (b) it will use its best efforts to cooperate with the Owner and at all times will act with professionalism and dignity in its dealings with the Owner, (c) it will assign only competent supervisors and workers to the Contract, each of whom is fully qualified to perform the tasks that are assigned to him or her, and (d) it has read, understands and will comply with the terms of the Contract Documents.
- (b) The bidder represents that it has had a competent person carefully and diligently review each part of the Contract Documents, including the divisions of the Specifications that are not directly applicable to the work on which the bidder is submitting its bid. By submitting its bid, the bidder represents and agrees, based upon its careful and diligent review of the Contract Documents, that it is not aware of any conflicts, inconsistencies, errors or omissions in the Contract Documents for which it has not notified the Owner in writing at least five (5) business days prior to the bid opening. If there are any such conflicts, inconsistencies, errors or omissions in the Contract Documents, the bidder (a) will provide the labor, equipment or materials of the better quality or greater quantity of work and/or (b) will comply with the more stringent requirements. The bidder will not be entitled to any additional compensation for any conflicts, inconsistencies, errors or omissions that would have been discovered by such careful and diligent review, unless it has given prior written notice to the Owner.
- (c) The bidder represents that is has had a competent person carefully and diligently inspect and examine the entire site for the Contract and the surrounding area, including all parts of the site applicable to the work for which it is submitting its bid, including location, condition and layout of the site, and carefully correlate the results of the inspection with the requirements of the Contract Documents. The bidder agrees that its bid shall include all costs attributable to site and surrounding area conditions that would have been discovered by such careful and diligent inspection and examination of the site and the surrounding area, and the bidder shall

not be entitled to any change order, additional compensation or additional time on account of such conditions that could not have been discovered by such an investigation.

- (d) The bidder represents that the bid contains the name of every person interested therein and is based upon the standards specified by the Contract Documents.
- (e) The bidder and each person signing on behalf of the bidder certifies, and in the case of a bid by joint venture, each member thereof certifies as to such member's entity, under penalty of perjury, that to the best of the undersigned's knowledge and belief: (a) the base bid, any unit prices, lump sum items and any alternate bids in the bid have been arrived at independently without collusion, consultation, communication or agreement, or for the purpose of restricting competition as to any matter relating to such base bid, any unit prices, lump sum items or alternate bids with any other bidder; (b) unless otherwise required by law, the base bid, any unit prices, lump sum items or alternate bids in the bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to the bid opening, directly or indirectly, to any other bidder who would have any interest in the base bid, any unit prices, lump sum items or alternate bids; (c) no attempt has been made or will be made by the bidder to induce any other person to submit or not to submit a bid for the purpose of restricting competition; and (d) the statements made in this Bid Certification are true and correct.
- (f) The bidder will execute the form of Owner-Contractor Agreement in the form included with the Contract Documents, if the Contract is awarded on the basis of this bid, and if the bidder does not execute the Contract form for any reason, other than as authorized by law, the bidder and the bidder's Surety are liable to the Owner.
- (g) The bidder certifies that upon the award of the Contract, the Contractor will ensure that all of the Contractor's employees, while working on the Contract site, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.
- (h) The bidder agrees to furnish any information requested by the Owner or the Owner's authorized representative to evaluate that the bidder is the best bidder and that the bid is responsive to the specifications.
- (i) The bidder certifies that it has no unresolved findings for recovery issued by the Auditor of State.
- (j) The bidder certifies that it is aware of and in compliance with the requirements of Ohio Revised Code Section 3517.13 regarding campaign contributions.

**INSTRUCTIONS FOR SIGNING.** The person signing for a sole proprietorship must be the sole proprietor or his or her authorized representative. The name of the sole proprietor must be shown below. The person signing for a partnership must be a partner or his or her authorized representative. The person signing for a corporation must be the president, vice president or other authorized representative; or he or she must show authority, by affidavit, to bind the corporation. The person signing for some other legal entity must show his or her authority, by affidavit, to bind the legal entity.

Legal Name of Bidder: \*

Ameriscape Inc.

Bidder is: \*

corporation

Name and Title of Person Legally Authorized to Bind Bidder to a Contract: *
Kevin Duraney
Address: *
6751 Taylor Rd. Unit D1, Blacklick, Ohio 43004
Telephone Number: *
(614) 863-5400
Fax Number:
Federal Tax ID Number: *
31-1318675
Signature: *
Kevin Duraney
Date: *
9/19/2019
When the Bidder is a partnership or a joint venture, state name and address of each partner in the partnership or participant in the joint venture below:
Namo and Addroce:

# **BID FORM (INSTRUCTIONS)**

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

For items the City designates as alternate, enter a negative value if it is to be deducted from the Base Bid. Otherwise the item(s) will be included as an addition to the base bid. If opting out of bidding an alternate item, check mark the box in the optional column located to the left of the item to insert the words "No Bid".

REF#	ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	Extension
1	1	West Gateway	1.00	Year	\$26,900.00	\$26,900.00
2	2	North Gateway	1.00	Year	\$10,634.50	\$10,634.50
3	3	East Gateway	1.00	Year	\$2,558.00	\$2,558.00
4	4	South Gateway	1.00	Year	\$17,185.00	\$17,185.00
5	5	James Road Bridge	1.00	Year	\$1,860.00	\$1,860.00
6	6	North High Street	1.00	Year	\$4,754.50	\$4,754.50
7	7	181 Granville Street	1.00	Year	\$2,045.00	\$2,045.00
8	8	Hamilton Road Central	1.00	Year	\$7,583.00	\$7,583.00
9	9	Foxboro Detention Basin	1.00	Year	\$3,630.00	\$3,630.00
10	10	Science Boulevard	1.00	Year	\$7,750.00	\$7,750.00
						Total: \$84,900.00

# AMERISCAPE, INC. Profit & Loss

January 1 through September 14, 2019

	Jan 1 - Sep 14, 19		
Ordinary Income/Expense			
Income			
Sales			
Salt Delivery	5,091.50		
Fertilization Sales	164,640.54		
Irrigation Sales	5,008.40		
Landscape Maintenance Sales	726,890.70		
Maintenance Sales	724,416.81		
Snow Removal Sales	259,284.75		
Sales - Other	0.00		
Total Sales	1,885,332.70		
Total Income	1,885,332.70		
Cost of Goods Sold			
Cost of Goods Sold			
Fertilization			
Direct Labor-Fert.	18,398.88		
Fertilization Sub-Contract	21,000.00		
Materials Fertilization	,		
Turf Products	15,397.84		
Materials Fertilization - Other	28,600.03		
Total Materials Fertilization	43,997.87		
Travel Fertilization	15.00		
Fertilization - Other	80.69		
Total Fertilization	83,492.44		
Total i ettiiization	00,402.44		
Irrigation			
Materials-Irrigation	404.13		
Total Irrigation	404.13		
Landscape			
Direct Labor-Landscape Maint.	368,192.38		
Materials-Landscape	333,102.33		
Flowers	13,177.97		
Mulch	160,893.89		
Plant Material	15,750.07		
Seed	4,240.20		
Materials-Landscape - Other	10,016.83		
Total Materials-Landscape	204,078.96		

# AMERISCAPE, INC. Profit & Loss

January 1 through September 14, 2019

	Ja	ın 1 - Sep 14, 19
Travel Landscape		93.33
Total Landscape		572,364.67
Maintenance Direct Labor-Maint. Maintenance Sub-Contract		512,316.52 8,304.38
Total Maintenance	g salah kecamatan kepada dan salah sal Salah salah sa	520,620.90
Snow Removal Shoveling Walks Bonus Direct Labor - Snow Removal Materials-Snow Snow Sub-Contract		0.00 46,295.53 64,997.52 24,836.00
Total Snow Removal		136,129.05
Total Cost of Goods Sold	torrengisko sakri Portografija	1,313,011.19
Total COGS		1,313,011.19
Gross Profit		572,321.51
Expense H2B Expenses Medical - Direct to Provider Commercial Activity Tax Reconciliation Discrepancies Automobile Expense		21,054.00 7,843.95 4,644.72 -129.97
Auto Repair & Maintenance	a karangali.	23,755.51
Total Automobile Expense		23,755.51
Bank Service Charges Bonus & Awards Damage Repair		90.00 3,380.00
Landscape Dept.  Maintenance Dept.		1,975.87 1,995.52
Total Damage Repair		3,971.39
Dues and Subscriptions Dump Fees Employment Cost		125.00 8,831.13
Help Wanted Ads		1,970.09

Accrual Bais

# AMERISCAPE, INC. **Profit & Loss**

January 1 through September 14, 2019

	Jan 1 - Sep 14, 19			
Total Employment Cost				1,970.09
Equipment Rental Rental-Landscape			5,500.37	
Total Equipment Rental			Į.	5,500.37
Equipment Repair & Maintenance Fuel				0,927.55 1,454.14
nsurance BWC Third Party Admin Employee Health Insurance Kevin Health Insurance Dustin Health Insurance Employee Health Insurance - Oth	ner		1,587.00 1,770.02 10,200.16 8,083.56	
Total Employee Health Insurance			20,053.74	
Employee Life Insurance Liability Insurance Workman's Compensation			180.00 21,696.00 15,238.84	
Total Insurance			58	,755.58
Interest Expense Finance Charge Loan Interest US Bank Loan Interest (037) US Bank Loan Interest (033)			913.85 0.00	
Total Loan Interest	-		913.85	
Total Interest Expense			1	,798.32
Miscellaneous Office Expenses Computer Fees Office Supplies Office Expenses - Other		tu Tala Tala	12.00 1,522.37 87.95	85.46
Total Office Expenses	· .	•	1,	,622.32
Payroll Expenses Payroll Taxes Expense Payroll Expenses - Other			90,085.72 3,762.01	

# AMERISCAPE, INC. Profit & Loss January 1 through September 14, 2019

Accrual Basis

	Jan 1 - Sep 14, 19		
Total Payroll Expenses		93,847.73	
Payroll Salaries & Wages Operations Administrative Mechanic		2,461.54 1,840.00 36,146.89	
Officers	er er er til ett er bygger fill. Generaliset	108,461.40	
Total Payroll Salaries & Wages		148,909.83	
Postage & Delivery Professional Fees Accounting Computer Consultant Legal Fees		377.85 3,510.00 961.82 978.45	
Total Professional Fees		5,450.27	
Rent Shop Rent		36,820.78	
Total Rent		36,820.78	
Safety Equipment & Supplies		2,908.12	
Shop Supplies Small Tools Maintenance Landscape Equipment Small Tools - Other		3,182.66 37.63 2,806.66 126.74 2,217.97	
Total Small Tools		5,189.00	
Spot Labor Telephone Cellular Phones/Radios Office/Shop Phones		2,446.00 7,758.10 2,600.19	
Total Telephone	·	10,358.29	
Travel & Ent Entertainment Meals		274.12 4,278.16	

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# AMERISCAPE, INC. Profit & Loss January 1 through September 14, 2019

Accrual Easis

	•	Jan 1 - Sep 14, 19		
Travel & Ent - Other			194.07	
Total Travel & Ent	er p		4,746.35	
Uniforms		interpretation of the second o		
Winter Apparel / Boots Uniforms - Other			204.48 4,264.19	
Total Uniforms			4,468.67	
Utilities				
Alarm System			161.09	
Electric			4,082.95	
Gas		·	1,217.18	
Total Utilities			5,461.22	
Total Expense			592,846.33	
Net Ordinary Income			-20,524.82	
Other Income/Expense				
Other Income				
Credit Card Rewards			425.00	
Interest Income Other Income			0.14 807.26	
Sales Tax Discount			311.21	
Total Other Income			1,543.61	
Net Other Income			1,543.61	
Net Income	**************************************		-18,981.21	

# BID GUARANTY AND CONTRACT BOND (O.R.C § 153.571)

Know all persons by these presents, that we, the undersign	Ameriscape Landscape Maintenance & Irrigation ed(Contractor)
as principal and marco ivational insurance Company	(Surety Company) as surety are
of the bid submitted by the principal to the obligee onundertake the _Municipal Landscape Maintenance	oblige in the penal sum of the dollar amount September 20 20 19 to (Contract)
The penal sum referred to herein shall be the dollar amoun	t of the principal's bid to the obligee.
incorporating any additive or deductive alternates 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 including add alternates. Alternatively, if the blank is filled i full amount of the bid including add alternates, in dollars ar the payment of the penal sum well and truly to be made, we our heirs, executors, administrators, successors, and assigns.	the full amount of the principal's bid, in the amount stated must not be less than the indicents. A percentage is not acceptable.) For the hereby jointly and severally bind ourselves.
Signed this 20th day of September 20 19	<del>)</del>
The condition of the above obligations is such that all arrange	Alexandra de la companya de la comp

The condition of the above obligations is such that whereas the above named principal has submitted a bid for work on the Contract.

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 the obligee does not award the contract to the next lowest bidder and resubmits the contract 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, 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 (10) 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 principal shall well and faithfully do and perform the things agreed by said principal to be done and performed according to the terms of said 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 remain in full force and effect; and surety shall indemnify the obligee against all damage suffered by failure of the principal to perform the contract according to its provisions and in accordance with the plans, details, specifications and bills of material therefor and to pay all lawful claims of subcontractors, materialmen, and laborers for labor performed or material furnished in carrying forward, performing, or completing the contract and surety further agrees and assents that this undertaking is for the benefit of any subcontractor, materialman, or laborer having a

just claim, as well as for the obligee; 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 the said contract or in or to the plans or specifications therefore shall in any wise affect the obligations of said surety on its bond, and 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 20th day of Sep	tember , 20 19 .
Ameriscape Landscape Maintenance & Irrigation	•
Principal?	
Signature	
X herin Duraney	President.
Printed Name and Title	
•	
	· ,
Harco National Insurance Company	•
Surety	
Stypheni M White	
Signature	
Stephanie M. White, Attorney-In-Fact	
Printed Name and Title	
Times rame and race	
One Easton Oval, Suite 388, Columbus, OH 43219-80	036
Surety's Address	
614-562-6479	614-766-2185
Surety's Telephone Number	Surety's Fax Number
,	
O marrow III-II A marriata	
Overmyer Hall Associates Surety's Agent	
Julety a Agent	
1600 W. Lane Avenue, Suite 200, Columbus, OH 432	21
Surety Agent's Address	
614-453-4400	614-326-0132
Surety Agent's Telephone Number	Surety Agent's Fax Number

#### Bond #

N/A

# POWER OF ATTORNEY

# HARCO NATIONAL INSURANCE COMPANY INTERNATIONAL FIDELITY INSURANCE COMPANY

Member companies of IAT Insurance Group, Headquartered: 702 Oberlin Road, Raleigh, North Carolina 27605

KNOW ALL MEN BY THESE PRESENTS: That HARCO NATIONAL INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Illinois, and INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

STEPHANIE M. WHITE, AMY M. PERDUE, JACK KEHL, GREGORY R. OVERMYER, DAVID CATANESE

#### Columbus, OH

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

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of HARCO NATIONAL INSURANCE COMPANY at a meeting held on the 13th day of December, 2018.

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

IN WITNESS WHEREOF, HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY have each executed and attested these presents

on this 31st day of December, 2018

SEAL TO SEAL THE SEAL

STATE OF NEW JERSEY County of Essex

STATE OF ILLINOIS County of Cook

Kenneth Chapman
Executive Vice President, Harco National Insurance Company

and International Fidelity Insurance Company

On this 31st day of December, 2018 , before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



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

Shirelle A. Outley a Notary Public of New Jersey My Commission Expires April 4, 2023

#### CERTIFICATION

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

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, September 20, 2019

Chew Henting

# Harco National Insurance Company and Affiliates Pool

702 Oberlin Road, Raleigh, North Carolina 27605 Statement of Assets, Liabilities, Surplus and Other Funds As of December 31, 2018

#### ASSETS

Bonds	\$ 470,138,260
Preferred Stocks	76,049,555
Common Stocks	891,402,162
Cash and Short Term Investments	52,273,294
Other Invested Assets	21,476,183
Uncollected Premiums and Agents' Balances in the Course of Collection	159,906,521
Deferred Premiums, Agents Balances & Installments booked	108,679,441
Reinsurance Balances Recoverable	70,581,520
Current Federal & Foreign Income Tax Recoverable & Interest	5,587,079
Investment Income Due and Accrued	7,001,147
Other Assets	610,865
Total Assets	\$ 1,863,706,027
LIABILITIES, SURPLUS & OTHER FUNDS	
Reserves for Losses and Loss Adjustment Expenses	\$ 583,031,214
Reinsurance payable on paid losses & loss adjustment expense	5,941,983
Commissions Payable, Contingent Commissions & Other Similar Charges	28,909,805
Other Expenses (Excluding Taxes, Licenses and Fees)	10,446,018
Taxes, Licenses & Fees (Excluding Federal Income Tax)	7,741,957
Net Deferred Tax Liability	18,657,956
Unearned and Advanced Premiums	361,900,470
Ceded Reinsurance Premiums Payable	125,800,010
Funds Held for Account of Others	28,301,613
Other Liabilities	24,355,888
Total Liabilities	1,195,086,914
Common Capital Stock	 16,100,004
Gross Paid-in & Contributed Surplus	334,193,860
Unassigned Funds (Surplus)	318,325,249
Surplus as Regards Policyholders	 668,619,113
Total Liabilities, Surplus & Other Funds	\$ 1,863,706,027

I David G. Pirrung, attest that I am the duly appointed President of: Harco National Insurance Company ("Harco"); Commercial Alliance Insurance Company; Transguard Insurance Company of America, Inc.; Occidental Fire & Casualty Company of North Carolina; Wilshire Insurance Company; Acceptance Indemnity Insurance Company and Acceptance Casualty Insurance Company, which are all members of a Reinsurance Pooling Agreement, whereby Harco is the "Pool Léader" and all other companies previously listed are "Pool Members" (the Pool Leader and Pool Members are collectively referred to as the ("Pool").

I further attest that the attached statutory-basis statement of assets, liabilities, surplus and other funds was compiled from the annual statements, with appropriate eliminations, of each company within the Pool as they were filed with the respective state departments of insurance and National Association of Insurance Commissioners.

IN TESTIMONY WHEREOF, I have set my hand and affixed the seal of Harco, this 18<sup>th</sup> day of March, 2019.

Harco National Insurance Company

David G. Pirrung, President

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 08/23/2019

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

#### HARCO NATIONAL INSURANCE COMPANY

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

#### Section 3929.01 (A)

Allied Lines

Boiler & Machinery

Burglary & Theft

Commercial Auto - Liability

Commercial Auto - No Fault

Commercial Auto - Physical Damage

Credit

Earthquake

Fidelity

Fire

Glass

Inland Marine

Multiple Peril - Commercial

Multiple Peril - Farmowners

Multiple Peril - Homeowners

Ocean Marine

Other Liability

Private Passenger Auto - Liability

Private Passenger Auto - No Fault

Private Passenger Auto - Physical Damage

Surety

Workers Compensation

HARCO NATIONAL INSURANCE COMPANY certified in its annual statement to this Department as of December 31,2018 that it has admitted assets in the amount of \$524,557,314, liabilities in the amount of \$370,002,896, and surplus of at least \$154,554,418.

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

