

**BID GUARANTY, CONTRACT AND PERFORMANCE BOND**

**KNOW ALL MEN BY THESE PRESENTS**, that we, the undersigned Phoenix Fabricators and Erectors, LLC.  
as Principal (BIDDER/CONTRACTOR) and Nationwide Mutual Insurance Company as Sureties, are hereby held and  
firmly bound unto Madison County Commissioners OWNER, as obligee, in the penal sum of the dollar amount of the  
Bid submitted by the Principal (BIDDER/CONTRACTOR) to the OWNER, as obligee, on August 31, 2021 (insert date) to  
undertake the project known as Madison County Water System Contract 4. Elevated Water Storage Tank (the "Project"). The penal sum referred to herein shall be the  
dollar amount of the Principal (BIDDER/CONTRACTOR)'s Bid to the OWNER, incorporating any additive or deductive alternate Bids  
made by the Principal (BIDDER/CONTRACTOR) on the date referred to above to the OWNER, which are accepted by the OWNER.  
In no case shall the penal sum exceed the amount of \_\_\_\_\_ dollars. (If the foregoing blank is not 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, administrators, successors, and assigns.

Signed this 31st day of August 2021. THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas  
the above named Principal (BIDDER/CONTRACTOR) has submitted a bid for Madison County Water System Contract 4. Elevated Water Storage Tank.

NOW, THEREFORE, if the OWNER accepts the Bid of the Principal (BIDDER/CONTRACTOR) and the Principal (BIDDER/CONTRACTOR) 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 (BIDDER/CONTRACTOR) pays to the OWNER the difference not to exceed ten (10) percent of the penalty hereof between the amount specified in the Bid and such larger amount for which the OWNER may in good faith contract with the next lowest Bidder to perform the Work covered by the Bid; or in the event the OWNER does not award the Contract to the next lowest Bidder and resubmits the Project for bidding, the Principal (BIDDER/CONTRACTOR) pays to the OWNER the difference not to exceed ten (10) 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 OWNER accepts the bid of the Principal (BIDDER/CONTRACTOR) and the Principal (BIDDER/CONTRACTOR) 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;

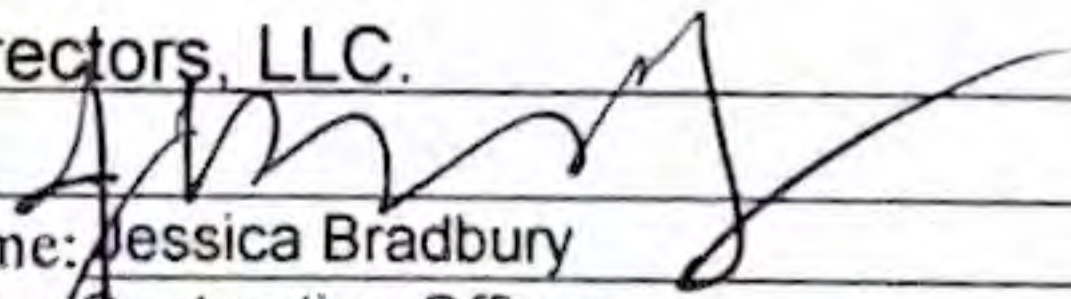
NOW, ALSO, if the said Phoenix Fabricators and Erectors, LLC. Principal (BIDDER/CONTRACTOR) shall well and faithfully do and perform each and every term and condition of the Contract, indemnify the OWNER against any and all damages suffered by failure to perform such Contract according to the provisions thereof and in accordance with the Plans, details, Specifications, and bills of material therefor; 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 and after one year from the Date of Final Completion; 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 OWNER as obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said Surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of the said Contract or in or to the Plans or Specifications therefor shall in any way affect the obligations of said Surety on its Bond and it does hereby waives notice of any such modifications, omissions, or additions to the terms of the Contract, Work, Plans or Specifications.

**IN WITNESS WHEREOF**, this instrument is executed in 1 (number) counterparts, each one of which shall be deemed an original, this the 31st day of August 2021.

**Principal (BIDDER/CONTRACTOR):** Phoenix Fabricators and Erectors, LLC.

  
\_\_\_\_\_  
Witness as to Principal/BIDDER/CONTRACTOR  
Kurt Fuller, Secretary

By:   
\_\_\_\_\_  
Name: Jessica Bradbury  
Title: Contracting Officer



SURETY: Nationwide Mutual Insurance Company

Attest:  
(SEAL)

[Signature]  
Witness as to Surety

By: [Signature]  
Attorney-in-Fact Laurie Pflug

**SURETY COMPANY ADDRESS:**

One West Nationwide Blvd., Frap Solutions  
Street  
Columbus, OH 43215  
City State Zip  
614 249-7111  
Telephone

**SURETY AGENT'S ADDRESS:**

Willis Towers Watson Insurance Services West, Inc.  
Agency Name  
500 N. Akard St., Suite 4300  
Street  
Dallas, TX 75201  
City State Zip  
612 702-4259  
Telephone

**INSTRUCTIONS:**

**(Ohio Revised Code Section 153.57.1 (combination form) to be used when BIDDER selects 153.54A1-Bid Bond)**

Date of Bond must not be prior to date of Contract. (If PRINCIPAL is Partnership, all partners shall execute Bond.)

**IMPORTANT:** Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and must not exceed the underwriting limitation.

Surety companies must be authorized to transact business in the state of Ohio and shall furnish proof of such authorization with the Bid.





182 SOUTH COUNTY ROAD 900 EAST • AVON, IN 46123-8973

**POWER OF ATTORNEY**

State of Indiana }  
County of Hendricks } ss:

Know all men by these present that Phoenix Fabricators and Erectors, LLC, a limited liability corporation authorized and existing under the laws of the State of Indiana authorizes and empowers Jessica Bradbury, Contracting Officer, to make, sign, seal, execute, amend, and deliver the Bidders Proposal on the

Madison County Water System Contract 4: Elevated Water Storage Tank

For and on behalf of Phoenix Fabricators and Erectors, LLC.

And the acts of Jessica Bradbury, in pursuance of this Power of Attorney shall be as binding upon said corporation as if they had been done by the duly elected officers of the corporation.

In Witness Whereof the corporation has caused this instrument to be signed by its President/Chief Executive Officer, Dallas Green, and its corporate seal hereunto affixed this 31st day of August, 2021.

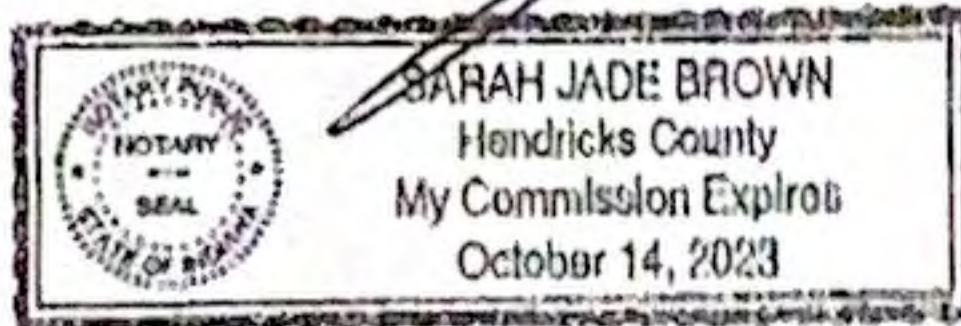
PHOENIX FABRICATORS AND ERECTORS, LLC

By: Dallas Green  
Dallas Green, President/Chief Executive Officer

Subscribed and sworn to here before me this day and year last written above.

[Signature]  
Notary Public

My Commission Expires:





Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

JACK M CROWLEY; STEVEN R FOSTER; TEUTA LURI; LAURIE PFLUG

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

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

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 27th day of February, 2019.

*Antonio C. Albanese*

Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK, COUNTY OF NEW YORK: ss

On this 27th day of February, 2019, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Suzanne C. Delio  
Notary Public, State of New York  
No. 02DE6126649  
Qualified in Westchester County  
Commission Expires September 16, 2021

*Suzanne C. Delio*  
Notary Public  
My Commission Expires  
September 16, 2021

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 31st day of August 2021

*Laura B. Guy*

Assistant Secretary



**NATIONWIDE MUTUAL INSURANCE COMPANY  
AND SUBSIDIARIES AND AFFILIATES**

Consolidated and Combined Statutory Statements of Admitted Assets, Liabilities and Surplus

(in millions)	December 31,	
	2020	2019
<b>Admitted assets</b>		
<b>Invested assets</b>		
Bonds	\$ 17,725	\$ 17,249
Stocks	8,352	8,031
Mortgage loans, net of allowance	1,892	2,126
Owner occupied real estate, at cost (less accumulated depreciation of \$457 and \$453 as of December 31, 2020 and 2019, respectively)	404	454
Cash, cash equivalents and short-term investments	1,187	718
Other invested assets	5,357	4,914
<b>Total invested assets</b>	<b>\$ 34,917</b>	<b>\$ 33,492</b>
Premiums in course of collection	4,182	4,079
Accrued investment income	135	143
Corporate-owned life insurance	1,580	1,506
Deferred federal income tax asset	1,990	1,764
Other assets	963	1,159
<b>Total admitted assets</b>	<b>\$ 43,767</b>	<b>\$ 42,143</b>
<b>Liabilities and surplus</b>		
<b>Liabilities</b>		
Losses and loss expense reserves	\$ 14,792	\$ 14,189
Unearned premiums	7,972	7,718
Accrued expenses and taxes, other than federal income taxes	803	692
Agents' security compensation plan reserve	1,085	1,146
Other liabilities	2,630	2,650
<b>Total liabilities</b>	<b>\$ 27,282</b>	<b>\$ 26,395</b>
<b>Surplus</b>		
Surplus notes, net of unamortized issue discount of \$9 and \$7 as of December 31, 2020 and 2019, respectively	\$ 3,545	\$ 2,197
Unassigned surplus	12,940	13,551
<b>Total surplus</b>	<b>\$ 16,485</b>	<b>\$ 15,748</b>
<b>Total liabilities and surplus</b>	<b>\$ 43,767</b>	<b>\$ 42,143</b>

**Certification**

I, Jennifer Kemp, VP, Controller, do hereby certify that the foregoing is a true and correct statement of the statutory balance sheet of said Corporation as of December 31, 2020 and 2019 to the best of my knowledge and belief.

*Jennifer Kemp*

Jennifer Kemp



JEFFREY BOYD  
Notary Public, State of Ohio  
My Commission Expires 08-22-2021

*Jeffrey Boyd*  
3-25-2021





**Certificate of Compliance**

Issued 06/25/2021

Effective 07/01/2021

Expires 06/30/2022

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

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

NATIONWIDE MUTUAL INSURANCE COMPANY certified in its annual statement to this Department as of December 31, 2020 that it has admitted assets in the amount of \$37,596,285,576, liabilities in the amount of \$23,509,920,781, and surplus of at least \$14,086,364,795.

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





Effective Date: April 14, 1926

Expiration Date: June 30, 2022

**State of Ohio**  
**Department of Insurance**  
*Certificate of Authority*

This is to Certify, that

**NATIONWIDE MUTUAL INSURANCE COMPANY**

NAIC No. 23787

is organized under the laws of this State as of December 26, 1925 and is authorized to issue policies and transact business under the following section(s) of the Ohio Revised Code:

**Section 3929.01 (A)**

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

This Certificate of Authority is subject to the laws of the State of Ohio.



Mike DeWine, Governor

*Judith L. French*

Judith French, Director



**CERTIFICATION OF COMPLIANCE**

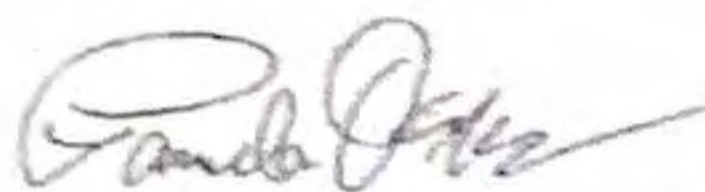
Phoenix Fabricators and Erectors, LLC  
182 South County Road 900 E  
Avon, IN 46123

Effective Dates: 08/03/2018 through 01/30/2019

The Equal Opportunity Division of the Ohio Department of Administrative Services (Division) hereby issues Phoenix Fabricators and Erectors, LLC a Certificate of Compliance. The Certificate shall be in force for 180 days from the date of issuance.

Section 9.47 of the Revised Code requires the Division to review affirmative action programs and plans of each company desiring to participate on state-assisted construction contracts and determine whether that company has violated any affirmative action programs and goals for which that company was obligated to meet during the preceding five years. Based on the above-referenced review, the Division has found no such violation(s).

Please be advised that for Phoenix Fabricators and Erectors, LLC to maintain certification status, Phoenix Fabricators and Erectors, LLC must continue to ensure equal employment opportunities in accordance with applicable State and Federal EEO laws, rules, regulations and guidelines, and meet those contractual obligations for which Phoenix Fabricators and Erectors, LLC has agreed.



Pamela Osborne  
Acting Deputy Director  
State EEO Coordinator



UNITED STATES OF AMERICA  
STATE OF OHIO  
OFFICE OF THE SECRETARY OF STATE

*I, Jon Husted, do hereby certify that I am the duly elected, qualified and present acting Secretary of State for the State of Ohio, and as such have custody of the records of Ohio and Foreign business entities; that said records show PHOENIX FABRICATORS AND ERECTORS, LLC, an Indiana For Profit Limited Liability Company, Registration Number 686013, filed on September 29, 1986, is currently in FULL FORCE AND EFFECT upon the records of this office.*



*Witness my hand and the seal of the Secretary of State at Columbus, Ohio this 4th day of May, A.D. 2017.*

*Jon Husted*

Ohio Secretary of State

Validation Number: 201712403808