

**RESOLUTION RECEIVING BIDS, AWARDING AND APPROVING CONTRACT WITH NORTH COAST DESIGN BUILD, LLC FOR THE ADDITIONS AND ALTERATIONS PROJECT AT THE ASHTABULA COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES**

WHEREAS, On February 15, 2024, by Resolution No. 2024-99 bids were ordered for the additions and alterations project at the Ashtabula County Department of Job and Family Services, and

WHEREAS, on March 15, 2024 at 2:00 p.m. the Ashtabula County Board of Commissioners received bids, as follows:

BIDDER	Base Bid	Alternate 1	Alternate 2	Alternate 3	Alternate 4	Alternate 5
North Coast Design Build LLC	\$2,229,546.00	\$395,482.00	\$89,725.00	\$43,937.00	\$44,686.00	\$35,149.00
<b>TOTAL: \$2,838,525.00</b>						
Vendrick Construction	\$2,283,700.00	\$378,000.00	\$100,000.00	\$20,800.00	\$36,400.00	\$39,000.00
<b>TOTAL: \$2,857,900.00</b>						
Lakeland -The Construction Group	\$2,798,000.00	\$490,000.00	\$64,000.00	\$75,000.00	\$8,000.00	\$43,000.00
<b>TOTAL: \$3,478,000.00</b>						

Engineer's estimate: \$3,500,000.00

WHEREAS, it is recommended by Patrick Arcaro, Executive Director and Ziska Architecture, Architect to award the bid and enter into a contract with North Coast Design Build, LLC for the amount of \$2,838,525.00; and

WHEREAS, in reviewing the bids, it was noted that when the bid opening took place, North Coast Design Build, LLC did not include their drug and alcohol policy but did submit the policy the following day; and

WHEREAS, in accordance with the results of the legal review, this is considered a minor irregularity and the Board hereby waives the irregularity and awards the bid to North Coast Design Build, LLC as the lowest and best bid received; and

WHEREAS, the contract terms are as follows:

- Contractor:** North Coast Design Build LLC, 4205 E. Lake Rd., Sheffield Lake, OH 44054
- Scope:** the addition and alteration of the Ashtabula County Job and Family Services Department located at 2924 Donahoe Dr., Ashtabula OH 44004
- Term:** retroactive to April 1, 2024, project is estimated to be completed within 10 months from the date of commencement
- Cost:** Not to Exceed, 2,838,525.00

THEREFORE, BE IT RESOLVED, By the Board of Commissioners of Ashtabula County, Ohio, that the bids are hereby received, awarded and a contract entered into with North Coast Design Build LLC as outlined above.

BE IT FURTHER RESOLVED that the President of the Board, on behalf of the Board of Commissioners of Ashtabula County, is authorized to execute any and all necessary documents.

**ASHTABULA COUNTY COMMISSIONERS  
CERTIFICATION PAGE**

**Resolution No. 2024-183**

**April 02, 2024**

**RESOLUTION RECEIVING BIDS, AWARDING AND APPROVING CONTRACT WITH NORTH COAST DESIGN BUILD, LLC FOR THE ADDITIONS AND ALTERATIONS PROJECT AT THE ASHTABULA COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES**

**Upon the motion of Casey R. Kozlowski, seconded by J.P. Ducro IV.**

**VOTE:**

**Kathryn L. Whittington  
J.P. Ducro IV  
Casey R. Kozlowski**

**Aye  
Aye  
Aye**

**CERTIFICATE OF CLERK**

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution acted upon and duly passed by the Board of County Commissioners of Ashtabula County, Ohio, on the date noted above.



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Lisa Hawkins, Clerk of the Board  
Board of County Commissioners  
Ashtabula County, Ohio

## AGREEMENT

This AGREEMENT, made this <sup>2nd</sup>~~1st~~ day of April, 2024 (the "Effective Date") between North Coast Design Build, LLC (the "Contractor"), with offices at 4205 E. Lake Road, Sheffield Lake OH 44054, and Ashtabula County Board of Commissioners, 25 W. Jefferson St., 2nd Floor, Old Courthouse, Jefferson, OH 44047 (the "County") for Addition and Alteration to Ashtabula Job & Family Services project, 2924 Donahoe Drive, Ashtabula, OH 44004 in Ashtabula County.

WITNESSETH: That the parties hereto, for and in consideration of Covenants and Agreement to be performed by each as hereinafter set forth, do hereby agree as follows:

### ARTICLE I THE WORK

The Contractor shall furnish all the labor, services, materials, plant, equipment, tools, scaffolds, appliances, transportation, and all other things (collectively called the "Work") necessary for the timely and proper completion of the Work described in the Contract Documents for the Project as set forth in Exhibit A and in the bid dated February 9, 2024, (the "Bid Documents") which incorporated by reference as if fully set forth herein. In the event of inconsistencies within or between the this Agreement, the Contract Document, and Bid Documents, the Contractor shall provide the better quality or greater quantity of Work and shall comply with the more-strict requirement.

### ARTICLE II TERM

The term of this Agreement shall commence on the Effective Date and continue through 1 May 2025 (the "Completion Date"), unless otherwise terminated earlier as provided below (the "Term").

### ARTICLE III COMPENSATION AND PAYMENT

3.1 The Contractor's total compensation for the Work shall be \$2,838,525.00 (the "Contract Price").

Base Bid: \$2,229,546

Alternate #1: Addition #3: \$395,482

Alternate #2: Existing Toilet Room Reconfiguration: \$89,725.00

Alternate #3: New Ceiling Grid : \$43,937.00

Alternate #4: New Glass in Existing Walls: \$44,686.00

Alternate #5: New Windows in 1980 Building: \$35,149.00

3.2 Contractor is subject to and responsible for paying fees to obtain all applicable licenses, permits, and other permissions necessary to perform its obligations under this Contract.

Contractor is responsible for paying federal, state, and local taxes. Contractor agrees to withhold all income taxes due or payable for qualifying wages, salaries, and commissions paid to its employees and further agrees that any of its sub-contractors shall be required to agree to withhold any such income taxes due for services performed under this Contract.

3.3 The Contractor shall submit monthly to the County an itemized Application for Payment for Work performed based upon Exhibit A on a form satisfactory to the County.

3.4 The Application for Payment shall be supported by documentation substantiating the Contractor's right to payment. The Contractor shall supply such additional documentation as the designated representative of the county ("County's Representative") may request in connection with each payment to the Contractor.

Certified payroll reports for the period of time indicated shall be attached to one copy of every Application for Payment.

The Contractor shall list on the Application for Payment any approved Change Orders processed and performed during the time covered by the Application for Payment.

Payment of an approved Application for Payment shall be made within 45 days from the date of approval by the County's Representative. The County reserves the right to require proof of the renewal of required insurance as a condition precedent to payment.

The amount of Liquidated Damages to which the County is apparently entitled under the Contract Documents may be deducted from any Application for Payment by the County's Representative.

3.5 The County reserves the right to decline to approve any Application for Payment or part thereof, or because of subsequent evidence or inspection, may nullify any previous Application for Payment, in whole or in part, to such extent as may be necessary in the County's Representative's opinion to protect the County from loss because of:

- (a) Defective or nonconforming Work ("Defective Work") not remedied;
- (b) Damage caused by the Contractor;
- (c) Failure to comply with the requirements of Chapter 4115, ORC;
- (d) Liquidated damages in the amount set forth in the Contract Documents ("Liquidated Damages").

If the basis for withholding payment pursuant to this Section is removed, payment shall be made for amounts withheld because of the basis.

3.6 The Contractor, as a condition precedent to execution of the certificate of Contract Completion and to final payment, shall provide all documents required for approval by the County's Representative.

Payment of the final Application for Payment shall be made within 45 days from the date of approval by the County's Representative.

3.7 The making of final payment by the County shall constitute a waiver of all claims by the County except those arising after Contract Completion and the following:

- (a) Defective Work;
- (b) Outstanding liens;
- (c) Failure of the Contractor to comply with any Warranties or Guarantees required by the Contract Documents.

The acceptance of final payment by the Contractor shall constitute a waiver of all claims against the County except those that the Contractor has previously made in writing in accordance with Article IX and which remain unresolved at the time of final payment. This provision is intended to be, and shall be construed as, consistent with, and not in conflict with, Section 4113.62, ORC, to the fullest extent permitted.

#### ARTICLE IV SCHEDULE

Time is of the essence to this contract. The rate of progress shall be such as to complete the Work within the time limit specified herein.

In the event that the Work is not completed within the time limit aforesaid, the Contractor shall reimburse the County an amount equal to the County's costs for and expenses of Project inspections, supervision and similar engineering services provided by or for the County after the expiration of the aforesaid time limit, and until completion and acceptance of the Work.

In addition, in the event that the Work is not substantially completed within the time limit aforesaid, with said incompleteness prohibiting beneficial use and occupancy of the Project, in compensation for the public's loss of use of the Project, the Contractor shall forfeit Liquidated Damages.

Such amounts shall be deducted by the Engineer from the partial or final estimates to be allowed the Contractor.

The Board of County Commissioners may for good cause shown, extend the time of completion. Any such extension of time shall not be deemed a waiver by the County of any other rights provided for under this contract, and shall not operate to release any Surety from any of bond obligations.

#### ARTICLE V CHANGES

The County, without invalidating the Agreement, may order changes in the Work consisting of additions, deletions or other revisions, including without limitation revisions resulting from an extension granted in accordance with Article IV. To the extent the time for the Completion Date or the Contract Price is affected, the Contract may be equitably adjusted by Change Order in accordance with this Article.

The Contractor shall proportionately increase the amount of the Bond whenever the Contract Price is increased.

If notice of any change affecting the Contract is required by the provision of any Bond, the giving of any such notice shall be the Contractor's responsibility, and the amount of each applicable Bond shall be adjusted accordingly.

The Contractor shall not proceed with any change in the Work without the required written authorization. If the Contractor believes that any item is not Work required by the Contract Documents, the Contractor shall obtain a Change Order before proceeding with such item. Except as provided in Article IX, failure to obtain such a Change Order shall constitute a waiver by the Contractor of any Claim for additional compensation for such item.

#### ARTICLE VI WARRANTIES

In addition to any other warranties, guarantees, or obligations set forth in the Bid Documents or applicable as a matter of law and not in limitation of the terms of the Bid Documents, the Contractor warrants and guarantees that:

- The County will have good title to the Work and all materials and equipment incorporated into the work will be new;
- The Work and all materials and equipment incorporated into the Work will be free from all defects, including any defects in workmanship or materials;
- The Work and all equipment incorporated into the Work will be fit for the purpose for which intended;

- The Work and all materials and equipment incorporated into the Work will be merchantable; and,
- The Work and all materials and equipment incorporated into the Work will conform in all respects to the Plans and Specifications.

Upon notice of the breach of any of the warranties or guarantees under the Bid Documents, the Contractor, in addition to any other requirements in the Bid Documents, shall commence to correct such breach and all damage resulting therefrom within forty-eight (48) hours after written notice thereof, thereafter shall use its best efforts to correct such breach and damage to the satisfaction of the County and, except when an extension of time is granted in writing by the County, correct such breach and damage to the satisfaction of the County within thirty (30) days of such notice; provided that if such notice is given after final payment hereunder, such 48-hour period shall be extended to seven (7) days. If the Contractor fails to commence to correct such breach and damage, or to correct such breach and damage as provided above, the County, upon written notice to the Contractor and without prejudice to any of its other rights or remedies, may correct the deficiencies. The Contractor upon written notice from the County shall pay the County, within ten (10) days after the date of such notice, all of the County's costs and expenses incurred in connection with or related to such correction and/or breach, including without limitation the County's administrative, legal, and consulting expenses. The foregoing warranties and obligations of the Contractor shall survive the final payment and/or termination of this Agreement. If the Contractor fails to pay the County any amounts due under this Section, the Contractor shall pay the County, in addition to the amounts due, a late payment fee of one and one-half percent (1.5%) per month for each month or part thereof that the payments are not paid when due.

## ARTICLE VII INSURANCE AND INDEMNIFICATION

7.1 The Contractor shall maintain insurance as set forth in Exhibit B.

7.2 To the maximum extent permitted by law, the Contractor shall indemnify and hold harmless the County and the County's consultants, agents, and employees from and against all claims, damages, losses, and expenses—whether proven or not—including but not limited to attorneys' and consultants' fees—whether made by County or a third-party—arising out of or related to the Contractor's performance of the Work including but not limited to the failure of the Contractor to perform its obligations under the Contract Documents, any claims for bodily injury, sickness, disease, or death or to injury to or destruction of or loss of use of real or personal property including the Work itself, claims for additional storage and handling charges, liens against funds, claims related to the alleged failure of the Contractor to perform in accordance with the Contract Documents, and/or claims related to the removal, handling, or use of any hazardous materials. The County may set off amounts equal to any sums for which it is entitled to be indemnified from the amounts otherwise due the Contractor under the Contract Documents.

7.3 The County's total liability under this Agreement shall be limited to the amount set forth in the Auditor's certificate accompanying this Agreement. Under no circumstances shall the elected officials, officers, employees, council members, or agents of the County be personally liable for any obligations or claims arising out of or related to this Agreement. No Change Order to the Contract shall be effective against the County without a new Auditor's certificate.

**ARTICLE VIII**  
**SUSPENSION AND TERMINATION**

8.1 The County may, without cause, order the Contractor to suspend, delay, or interrupt the Work in whole or in part for such period of time as the County may determine.

An adjustment shall be made for increases in the cost of performance of the Work, including profit and overhead on the increased cost of performance, caused by the suspension, delay or interruption, provided that the total cost of profit and overhead shall not exceed 2% of the amount of the increased cost not attributable to profit or overhead. No adjustment shall be made to the extent that: performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or an equitable adjustment is made or denied under another provision of this Agreement.

8.2 The County may, in its discretion and without cause, by written notice to the Contractor terminate this Agreement for the County's convenience.

Upon receipt of a written notice from the County terminating this Agreement without cause and for the County's convenience, the Contractor shall (i) immediately cease performing the Work, unless otherwise directed by the County, in which case the Contractor shall take the action directed by the County, (ii) take all reasonable and necessary action to protect and preserve the Work, and (iii) unless otherwise directed by the County, terminate all agreements with Subcontractors and suppliers.

If this Agreement is terminated without cause and for the County's convenience and there exists no event of the Contractor's default, as defined in this Agreement, the County will pay the Contractor (i) for Work performed under this Agreement up to the date the notice of termination is received by the Contractor at the rates for Work performed under this Agreement, including overhead and profit of 2% on the Work performed up to the date of termination.

If this Agreement is terminated without cause for the County's convenience and there exists an event of the Contractor's default, as defined in this Agreement, the Contractor shall be entitled to receive only such sums as it would be entitled to receive following the occurrence of an event of default under this Agreement. The termination of this Agreement shall be without prejudice to any rights or remedies that exist at the time of termination.

8.3 If the County determines that the Contractor has failed to prosecute the Work with the necessary force or in a timely manner, or has refused to remedy any Defective Work, the County's Representative shall notify the Contractor and the Contractor's Surety of such failure or refusal. The Contractor shall begin to cure such failure or refusal within 5 days of receipt of the notice.

If the Contractor fails to cure such failure or refusal within 20 days of receipt of the notice, the County may terminate the Contract and employ upon the Work the additional force, or supply the materials or such part of either as is appropriate, and may remove Defective Work.

If the Contractor is so terminated, the Contractor's Surety shall have the option to perform the Contract. If the Contractor's Surety does not commence performance of the Contract within 10 days of the date on which the Contract was terminated, the County may complete the Work by such means as the County's Representative deems appropriate. The County may take possession of and use all materials, facilities and equipment at the Project site or stored off site for which the County has paid.

If the Contractor is so terminated, the Contractor shall not be entitled to any further payment. If the County completes the Work and if the cost of completing the Work exceeds the balance of the Contract Price, including compensation for all direct and consequential damages incurred by the County, or the County as a result of the termination, such excess shall be paid by the Contractor or the Contractor's Surety.

If the Contractor's Surety performs the Work, the provisions of the Contract Documents shall govern such Surety's performance, with the Surety being substituted for the Contractor in all such provisions including, without limitation, provisions for payment for the Work and provisions about the right of the County to complete the Work.

Upon a final determination, by a court of competent jurisdiction, that the termination pursuant to this Section was improper, the termination shall be deemed a termination for convenience to Section 8.2.

## ARTICLE IX DISPUTE RESOLUTION

9.1 If any dispute or difference of any kind (a "Dispute") arises between the Parties in connection with, or arising out of, this Agreement, the Contractor and County within 30 days shall attempt to settle such Dispute in the first instance through discussions. The designated representatives of Contractor and County shall promptly confer and exert their best efforts in good faith to reach a reasonable and equitable resolution of such Dispute. If the representatives are unable to resolve the Dispute within fifteen (15) Business Days, the Dispute shall be referred within two (2) Business Days of the lapse of the fifteen (15) Business Day period to the responsible senior management of each party for resolution. Neither party shall seek any other means of resolving any Dispute arising in connection with this Agreement until the responsible

senior management of Parties have had at least an additional fifteen (15) Business Days to resolve the Dispute following referral of the Dispute to them.

9.2 The Courts of Ashtabula County shall retain exclusive jurisdiction to resolve any disputes between the parties to the extent in which the parties cannot resolve their disputes within a reasonable amount of time. This agreement does not prohibit the parties from seeking mediation before litigation.

9.3 During the pendency of any mediation or litigation the Parties shall continue to perform their obligations under this Agreement subject to Court Order.

#### ARTICLE X MISCELLANEOUS

10.1 No modification or waiver of any of the terms of this Agreement or of any other Contract Documents shall be effective against a party unless set forth in writing and signed by or on behalf of a party, which in the case of the County shall require the signature of the County's Representative acting under the authority of a specific resolution of the County. Under no circumstances shall forbearance, including the failure or repeated failure to insist upon compliance with the terms of the Contract Documents, constitute the waiver or modification of any such terms. The parties acknowledge that no person has authority to modify this Agreement or the other Contract Documents or to waive any of its or their terms, except as expressly provided in this Paragraph.

10.2 The Contractor may not assign this Agreement without the written consent of the County, which the County may withhold in its sole discretion.

10.3 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the County or the Contractor.

10.4 All questions regarding the validity, intention, or meaning of this Agreement or any modifications of it relating to the rights and obligations of the parties shall be construed and resolved under the laws of the State of Ohio. Any suit, which may be brought to enforce any provision of this Agreement or any remedy with respect hereto, shall be brought in the Common Pleas Court of Ashtabula County, Ohio, and each party hereby expressly consents to the jurisdiction of such court.

10.5 Regardless of any provision to the contrary, the statute of limitations with respect to any defective or non-conforming Work that is not discovered by the County shall not commence until the discovery of such defective or non-conforming Work by the County.

10.6 Notices, requests, or demands by either party shall be in writing, unless otherwise expressly authorized, and shall be personally served, forwarded by expedited messenger service,

sent by facsimile transmission, or be given by registered or certified mail, return receipt requested, postage prepaid, and, in the case of the County, addressed to the address/FAX number set forth at the beginning of this Agreement with a copy to Ashtabula County Prosecutor's Office, 25 W. Jefferson St., Jefferson, OH 44047, and, in the case of the Contractor, addressed to its address/FAX number set forth at the beginning of this Agreement. Any party may change its address/FAX number by giving notice hereunder. All notices, requests, and demands shall be deemed received upon receipt in the case of personal delivery or delivery by expedited messenger service, including leaving the notice at the address provided herein during normal business hours; upon the expiration of forty-eight (48) hours from the time of deposit in the United States mail; or, in the case of a notice given by facsimile transmission, upon the expiration of twenty-four (24) hours after the transmission is sent.

10.7 The parties acknowledge that each party has reviewed this Agreement and the other Contract Documents and has voluntarily entered into this Agreement. Accordingly, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement, the other Contract Documents, or any amendments or exhibits to it or them.

10.8 If any term or provision of this Agreement is found to be illegal, unenforceable, or in violation of any laws, statutes, ordinances, or regulations of any public authority having jurisdiction, then, notwithstanding such term or provision, this Agreement shall remain in full force and effect, and such term shall be deemed stricken; provided this Agreement shall be interpreted, when possible, so as to reflect the intentions of the parties as indicated by any such stricken term or provision.

10.9 The Contractor, at its expense, shall comply with all applicable federal, state, and local laws, rules, and regulations applicable to the Work. Including, but not limited to, Ohio's Prevailing Wage law if applicable.

10.10 The Contractor shall follow all applicable safety and health regulations during the progress of the Project and shall monitor all of its employees and its subcontractors for compliance with such safety and health regulations. In undertaking the responsibilities set forth in this Paragraph, the Contractor does not assume any duty or responsibility to the employees of any Subcontractor or supplier, regardless of tier. The County assumes no responsibility for the development, review, or implementation of the any project safety plan or for Project safety and has no authority to direct the means and methods of the Contractor.

10.11 Contractor agrees that, in the hiring of employees for the performance of work under the Contract or any subcontract, no contractor, subcontractor, or any person acting on a contractor's or subcontractor's behalf, by reason of race, creed, sex, disability or military status as defined in section 4112.01 of the Revised Code, or color, shall discriminate against any citizen of the state in the employment of labor or workers who is qualified and available to perform the work to which the employment relates. Contractor further agrees that neither it, its subcontractors, or any

person on the Contractor's or subcontractor's behalf, in any manner, shall discriminate against or intimidate any employee hired for the performance of work under the contract on account of race, creed, sex, disability or military status as defined in section 4112.01 of the Revised Code, or color. That there shall be deducted from the amount payable to the Contractor by the County under this Agreement a forfeiture of twenty-five dollars (\$25.00) as required by O.R.C. Section 153.60 for each person who is discriminated against or intimidated in violation of this Agreement. That this Agreement may be canceled or terminated by the County and all money to become due hereunder may be forfeited for a second or subsequent violation of the terms of this section of this Agreement.

During the performance of this contract, the contractor agrees as follows:

- (a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (c) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (d) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(f) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency,

the contractor may request the United States to enter into such litigation to protect the interests of the United States.

10.12 This Agreement and the other Contract Documents constitute the entire agreement among the parties with respect to their subject matter and will supersede all prior and contemporaneous, oral or written, agreements, negotiations, communications, representations, and understandings with respect to such subject matter, and no person is justified in relying on such agreements, negotiations, communications, representations, or understandings.

[SIGNATURES ON NEXT PAGE]

Signature Page

The signatories hereto represent that they are authorized to enter into this Agreement on behalf of the party for whom they sign.


Ashtabula County Board of Commissioners:

By:  Date: 4-2-24  
Its: President

North Coast Design Build, LLC:

By:  Date: 3/28/2024  
Its: President

Approved as to Legal Form:

 Date: 3/28/2024  
Colleen M. O'Toole,  
Ashtabula County Prosecutor  
MA 3/28/24

**EXHIBIT A  
SCOPE OF WORK**

**The Scope of Work is depicted through Construction Documents as provided by Ziska Architecture dated 2-9-2024 with subsequent Addenda as listed below:**

**Addendum #1 issued 2-29-2024**

**Addendum #2 issued 3-8-2024**

**Addendum #3 issued 3-12-2024**

**EXHIBIT B**  
**INSURANCE REQUIREMENTS**

- **General Liability Coverage.** Contractor shall maintain commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence.

The County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement.

- **Automobile Liability Coverage.** Contractor shall maintain automobile liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall include coverage for owned, hired and non-owned automobiles.
- **Workers' Compensation.** Contractor shall maintain workers' compensation coverage as required by Ohio law.
- **Proof of Insurance.** Prior to the commencement of any work under this Agreement, Contractor shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without 30 days prior written notice to the County. Contractor will replace certificates for any insurance expiring prior to completion of work under this Agreement.

Ashtabula County Job & Family Services  
Addition and Alteration

For Bidding and Permit  
09 February 2024

SECTION 003000 - BID FORM

1.1 BID FROM:

Bidder North Coast Design Build, LLC

Address 4205 E. Lake Rd.

City, State, Zip Sheffield Lake, OH 44054

Telephone Number (440) 653 - 5191

1.2 BID FOR: (Check all that apply)

ALTERNATE NO. 1

ALTERNATE NO. 2

ALTERNATE NO. 3

ALTERNATE NO. 4

ALTERNATE NO. 5

ALTERNATE NO. 6

BID TO:

Ashtabula County Board of Commissioners  
Attn: Lisa Hawkins, Clerk of Board  
25 W. Jefferson Street  
Jefferson, OH 44047

FOR PROJECT:

Addition and Alteration to:  
Ashtabula County Job & Family Services  
2924 Donahoe Drive  
Ashtabula, OH 44004

Having examined the Project Bidding Documents dated 9 February 2024 and the following addenda:

Addendum No. 1 Dated 02/29/24 Addendum No. 3 Dated 03/12/24

Addendum No. 2 Dated 03/08/24 Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Ashtabula County Job & Family Services  
Addition and Alteration

For Bidding and Permit  
09 February 2024

All as prepared by Ziska Architecture, 3047 Prospect Avenue, Cleveland, OH 44115, Tele: (216) 391-9700. Having inspected the site and become familiar with conditions affecting the Work, the Bidder hereby proposes to furnish all labor, materials, tools, transportation and equipment necessary to complete the Work designated above, specified, and described in the Project manual and Drawings for the following sums of money:

**GENERAL CONTRACTOR:**

All labor, materials, services and equipment, including but not limited to site work, electrical, plumbing, HVAC, necessary for completion of the work identified in the documents as such and \$7,500 testing allowance.

**TOTAL LABOR AND MATERIALS: \$2,229,546.00**

**SCHEDULE OF ALTERNATES: (in Addition to Base Bid)**

**ALTERNATE NO. 1:**

All labor, materials, services and equipment, including site work, necessary for completion of the work identified as all work associated with Addition No. 3.

**TOTAL LABOR AND MATERIALS: ADD \$ 395,482.00**

**ALTERNATE NO. 2:**

All labor, materials, services and equipment, including site work, necessary for completion of the work identified as all work associated with Full Renovation of four Existing Toilet Rooms.

**TOTAL LABOR AND MATERIALS: ADD \$ 89,725.00**

**ALTERNATE NO. 3:**

All labor, materials, services and equipment, necessary for completion of the work identified as Full Ceiling Grid Replacement in Existing Corridors.

**TOTAL LABOR AND MATERIALS: ADD \$ 43,937.00**

**ALTERNATE NO. 4:**

All labor, materials, services and equipment, necessary for completion of the work providing New Windows in Existing Walls at Resource Room A-101 and Meeting Room 120.

**TOTAL LABOR AND MATERIALS: ADD \$ 44,686.00**

**ALTERNATE NO. 5:**

All labor, materials, services and equipment, necessary for completion of the work providing Replacement of Existing Windows.

**TOTAL LABOR AND MATERIALS: ADD \$ 35,149.00**

**ALTERNATE NO. 6:**

All labor, materials, services and equipment, necessary for completion of the work for Touchless Facet and Soap Dispensers in Toilet Rooms 110 and 113 in Addition No. 2.

**TOTAL LABOR AND MATERIALS: ADD \$ 3,551.00**

1.3 TIME OF COMPLETION:

- A. The Project is estimated to be completed within 10 months from the date of commencement. (To be filled out by the General Trades Contractor)

1.4 ENCLOSURES:

- A. The following required documents accompany this bid form:

- |   |                                     |
|---|-------------------------------------|
| 1. Bid Security                         | <input checked="" type="checkbox"/> |
| 2. Contractor's Qualification Statement | <input checked="" type="checkbox"/> |
| 3. Bid Guarantee and Contractor Bond    | <input checked="" type="checkbox"/> |
| 4. Non Collusion Affidavit              | <input checked="" type="checkbox"/> |

- B. This Bid is made in accordance with the Bidding Documents and is based upon the materials, equipment and systems required by the Bidding Documents.


1.5 CONTRACTOR'S LICENSE

- A. The undersigned further states that it is a duly licensed Contractor, for the type of work proposed, in Ashtabula, Ohio and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

1.6 ACCEPTANCE:

- A. The undersigned understands that the Owner reserves the right to reject any or all proposals.
- B. The undersigned agrees that his Proposal may be accepted any time prior to sixty (60) days after Bid Closing date and will not be withdrawn prior to that date.

BIDDER: North Coast Design Build, LLC TEL. NO: ( 440 ) 653 - 5191

BY:  FAX NO: ( N/A )

TITLE: President EMAIL ADDRESS: mikecloud@northcoastdesignbuild.com

DATE: 03/15/2024

OFFICIAL ADDRESS:  
4205 E. Lake Rd.  
Sheffield Lake, OH 44054

1.7 CONTRACTOR SUBSTITUTION SHEET

- A. Refer to "SUBSTITUTIONS" Article 3.3 of AIA Document A701, Instruction to Bidders, page 3, regarding the use of materials, product, and equipment. All bids must be based on the materials, products, and equipment described in the Bidding Documents. Bidder is to list here "Substitutions", showing the addition or deduction in price to be made, for each, if the substitution is accepted, or stating "No Change in Price" if none proposed. See 012500 Substitution Request form.

ARTICLE, MATERIAL OR ITEM OF EQUIPMENT SPECIFIED.	PROPOSED SUBSTITUTION	ADDITION IN PRICE	DEDUCTION IN PRICE	NO CHANGE IN PRICE
N/A				

- B. It is understood and agreed that the Proposal submitted is based on furnishing materials, products and equipment described in the Bidding Documents and entitles the Owner to require that such named materials and methods be incorporated in the work, except as substitutions, if they are accepted, based on the quotations entered above, and subsequently made a part of the Written Contract.

DATE: 03/15/2024 SIGNED BIDDER 

END OF DOCUMENT 003000

SECTION 006300 - FORM OF NON-COLLUSION AFFIDAVIT

State of Ohio \_\_\_\_\_ )

County of Lorain \_\_\_\_\_ )

) SS.

Bid Identification \_\_\_\_\_

Contractor North Coast Design Build, LLC

Michael R. Cloud, being first duly sworn, deposes and says that he is President

(sole owner, a partner, president, secretary, etc.) of North Coast Design Build, LLC

\_\_\_\_\_, 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 any one 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 any one 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 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 partnership or other financial interest with said bidder in his general business.

Signed:

MR Cloud

Subscribed and sworn to before me this

15<sup>th</sup> day of March, 2024



END OF SECTION 006300



# AIA Document A305<sup>®</sup> – 2020

## Contractor's Qualification Statement

THE PARTIES SHOULD EXECUTE A SEPARATE CONFIDENTIALITY AGREEMENT IF THEY INTEND FOR ANY OF THE INFORMATION IN THIS A305-2020 TO BE HELD CONFIDENTIAL.

**SUBMITTED BY:** (Organization name and address.)  
 North Coast Design Build, LLC  
 4205 E. Lake Rd.  
 Sheffield Lake, OH 44054

**SUBMITTED TO:** (Organization name and address.)  
 Ashtabula County Board of Commissioners  
 25 W. Jefferson St.  
 Jefferson, OH 44047

**ADDITIONS AND DELETIONS:**  
 The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

**TYPE OF WORK TYPICALLY PERFORMED**  
 (Indicate the type of work your organization typically performs, such as general contracting, construction manager as constructor services, HVAC contracting, electrical contracting, plumbing contracting, or other.)  
 General Contract

**THIS CONTRACTOR'S QUALIFICATION STATEMENT INCLUDES THE FOLLOWING:**  
 (Check all that apply.)

- Exhibit A – General Information
- Exhibit B – Financial and Performance Information
- Exhibit C – Project-Specific Information
- Exhibit D – Past Project Experience
- Exhibit E – Past Project Experience (Continued)


### CONTRACTOR CERTIFICATION

The undersigned certifies under oath that the information provided in this Contractor's Qualification Statement is true and sufficiently complete so as not to be misleading.

      March 15, 2024  
 Organization's Authorized Representative      Date  
 Signature

Michael R. Cloud, President  
 Printed Name and Title

**NOTARY**  
 State of: Ohio  
 County of: Lorain  
 Signed and sworn to before me this 15 day of March

  
 Notary Signature

My commission expires: May 12, 2026



# AIA® Document A305® – 2020 Exhibit A

## General Information

This Exhibit is part of the Contractor's Qualification Statement, submitted by North Coast Design Build, LLC and dated the 15th day of March in the year 2024  
(In words, indicate day, month and year.)

### § A.1 ORGANIZATION

#### § A.1.1 Name and Location

##### § A.1.1.1 Identify the full legal name of your organization.

North Coast Design Build, LLC

##### § A.1.1.2 List all other names under which your organization currently does business and, for each name, identify jurisdictions in which it is registered to do business under that trade name.

N/A

##### § A.1.1.3 List all prior names under which your organization has operated and, for each name, indicate the date range and jurisdiction in which it was used.

N/A

##### § A.1.1.4 Identify the address of your organization's principal place of business and list all office locations out of which your organization conducts business. If your organization has multiple offices, you may attach an exhibit or refer to a website.

4205 E. Lake Rd., Sheffield Lake, OH 44054

#### § A.1.2 Legal Status

##### § A.1.2.1 Identify the legal status under which your organization does business, such as sole proprietorship, partnership, corporation, limited liability corporation, joint venture, or other.

Limited Liability Company

- .1 If your organization is a corporation, identify the state in which it is incorporated, the date of incorporation, and its four highest-ranking corporate officers and their titles, as applicable.
- .2 If your organization is a partnership, identify its partners and its date of organization.
- .3 If your organization is individually owned, identify its owner and date of organization.

#### ADDITIONS AND DELETIONS:

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- 4 If the form of your organization is other than those listed above, describe it and identify its individual leaders:

Limited Liability Company  
Michael R. Cloud  
Justin W. Stahler

§ A.1.2.2 Does your organization own, in whole or in part, any other construction-related businesses? If so, identify and describe those businesses and specify percentage of ownership.

None

§ A.1.3 Other Information

§ A.1.3.1 How many years has your organization been in business?

8

§ A.1.3.2 How many full-time employees work for your organization?

16

§ A.1.3.3 List your North American Industry Classification System (NAICS) codes and titles. Specify which is your primary NAICS code.

236220 Commercial Construction

§ A.1.3.4 Indicate whether your organization is certified as a governmentally recognized special business class, such as a minority business enterprise, woman business enterprise, service disabled veteran owned small business, woman owned small business, small business in a HUBZone, or a small disadvantaged business in the 8(a) Business Development Program. For each, identify the certifying authority and indicate jurisdictions to which such certification applies.

None

§ A.2 EXPERIENCE

§ A.2.1 Complete Exhibit D to describe up to four projects, either completed or in progress, that are representative of your organization's experience and capabilities.

§ A.2.2 State your organization's total dollar value of work currently under contract.

30,000,000

§ A.2.3 Of the amount stated in Section A.2.2, state the dollar value of work that remains to be completed:

25,000,000

§ A.2.4 State your organization's average annual dollar value of construction work performed during the last five years.

30,000,000

§ A.3 CAPABILITIES

§ A.3.1 List the categories of work that your organization typically self-performs.

Engineering

§ A.3.2 Identify qualities, accreditations, services, skills, or personnel that you believe differentiate your organization from others.

Licensed in OH, MI, PA, WV & KY

§ A.3.3 Does your organization provide design collaboration or pre-construction services? If so, describe those services.

Yes, we frequently work on a Design-Build basis

§ A.3.4 Does your organization use building information modeling (BIM)? If so, describe how your organization uses BIM and identify BIM software that your organization regularly uses.

N/A

§ A.3.5 Does your organization use a project management information system? If so, identify that system.

Yes -- Proprietary

#### § A.4 REFERENCES

§ A.4.1 Identify three client references:

*(Insert name, organization, and contact information)*

David Smith  
Horizon Education Centers  
25300 Lorain Rd., North Olmsted, OH 44070  
(440) 785-7372

Joe Kowalski  
Empowered Community Services  
500 Union Blvd., Englewood, OH 45322  
(937) 205-5220

Christopher Randall  
Randall Residence  
310 White Oak Rd.,  
Lawton, MI 49065

§ A.4.2 Identify three architect references:

*(Insert name, organization, and contact information)*

Ron Cocco  
Clark & Post Architects  
6125 S. Broadway, Lorain, OH 44053  
(440) 759-4030

Eileen Nacht  
RDL Architects  
21111 Chagrin Blvd., Suite 110, Beachwood, OH 44122  
(216) 470-1652

Mark Shambatger  
Coger/Shambatger Architects  
3550 Secor Rd., Toledo, OH 43606  
(419) 537-9759

§ A.4.3 Identify one bank reference:  
(Insert name, organization, and contact information)

Paul Drossman  
Waterford Bank  
231 Louisiana Ave., Ferrysburg, OH 43551  
(419) 931-8753

§ A.4.4 Identify three subcontractor or other trade references:  
(Insert name, organization, and contact information)

Eddie Towles  
WestBay Floor Source  
30733 Detroit Rd., Westlake, OH 44145  
(440) 781-9499

Dave Esser  
Dick Esser Plumbing & Heating, Inc.  
1138 Lexington Ave., Lorain, OH 44052  
(440) 823-2912

Zack Mitchell  
Westland HVAC  
26200 First St., Westlake, OH 44145  
(216) 276-1672



# AIA Document A305<sup>®</sup> – 2020 Exhibit B

## Financial and Performance Information

This Exhibit is part of the Contractor's Qualification Statement, submitted by North Coast Design Build, LLC and dated the 15th day of March in the year 2024  
(In words, indicate day, month and year.)

### § B.1 FINANCIAL

#### § B.1.1 Federal tax identification number:

47-5575987

§ B.1.2 Attach financial statements for the last three years prepared in accordance with Generally Accepted Accounting Principles, including your organization's latest balance sheet and income statement. Also, indicate the name and contact information of the firm that prepared each financial statement.

Available upon request

§ B.1.3 Has your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management, been the subject of any bankruptcy proceeding within the last ten years?

No

§ B.1.4 Identify your organization's preferred credit rating agency and identification information.

(Identify rating agency, such as Dun and Bradstreet or Equifax, and insert your organization's identification number or other method of searching your organization's credit rating with such agency.)

Dun and Bradstreet - #080180484

### § B.2 DISPUTES AND DISCIPLINARY ACTIONS

§ B.2.1 Are there any pending or outstanding judgments, arbitration proceedings, bond claims, or lawsuits against your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management, or any of the individuals listed in Exhibit A, Section 1.2, in which the amount in dispute is more than \$75,000?  
(If the answer is yes, provide an explanation.)

None

§ B.2.2 In the last five years has your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management:

(If the answer to any of the questions below is yes, provide an explanation.)

.1 failed to complete work awarded to it?

None

.2 been terminated for any reason except for an owners' convenience?

None

### ADDITIONS AND DELETIONS:

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This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

- .3 had any judgments, settlements, or awards pertaining to a construction project in which your organization was responsible for more than \$75,000?

None

- .4 filed any lawsuits or requested arbitration regarding a construction project?

None

§ B.2.3 In the last five years, has your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management; or any of the individuals listed in Exhibit A Section 1.2:  
*(If the answer to any of the questions below is yes, provide an explanation.)*

- .1 been convicted of, or indicted for, a business-related crime?

No

- .2 had any business or professional license subjected to disciplinary action?

No

- .3 been penalized or fined by a state or federal environmental agency?

No

# AIA<sup>®</sup> Document A305<sup>®</sup> – 2020 Exhibit C

## Project Specific Information

This Exhibit is part of the Contractor's Qualification Statement, submitted by North Coast Design Build, LLC and dated the 15th day of March in the year 2024  
(In words, indicate day, month and year.)

### PROJECT:

(Name and location or address.)

Ashtabula County Job & Family Services Addition and Alteration  
2924 Donahue Dr., Ashtabula, OH 44004

### CONTRACTOR'S PROJECT OFFICE:

(Identify the office out of which the contractor proposes to perform the work for the Project.)

4205 B. Lake Rd., Sheffield Lake, OH 44054

### TYPE OF WORK SOUGHT

(Indicate the type of work you are seeking for this Project, such as general contracting, construction manager as constructor, design-build, HVAC subcontracting, electrical subcontracting, plumbing subcontracting, etc.)

General Contract

### CONFLICT OF INTEREST

Describe any conflict of interest your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management, or any of the individuals listed in Exhibit A Section 1.2, may have regarding this Project.

None

### § C.1 PERFORMANCE OF THE WORK

§ C.1.1 When was the Contractor's Project Office established?

2015

§ C.1.2 How many full-time field and office staff are respectively employed at the Contractor's Project Office?

16

§ C.1.3 List the business license and contractor license or registration numbers for the Contractor's Project Office that pertain to the Project.

City of Sheffield Lake Registration Certificate #24SFL-GC-0475

§ C.1.4 Identify key personnel from your organization who will be meaningfully involved with work on this Project and indicate (1) their position on the Project team, (2) their office location, (3) their expertise and experience, and (4) projects similar to the Project on which they have worked.

### ADDITIONS AND DELETIONS:

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See attached resumes

§ C.1.5 Identify portions of work that you intend to self-perform on this Project.

All work to be subcontracted

§ C.1.6 To the extent known, list the subcontractors you intend to use for major portions of work on the Project.

See subcontractor enumeration

#### § C.2 EXPERIENCE RELATED TO THE PROJECT

§ C.2.1 Complete Exhibit D to describe up to four projects performed by the Contractor's Project Office, either completed or in progress, that are relevant to this Project, such as projects in a similar geographic area or of similar project type. If you have already completed Exhibit D, but want to provide further examples of projects that are relevant to this Project, you may complete Exhibit E.

§ C.2.2 State the total dollar value of work currently under contract at the Contractor's Project Office:

30,000,000

§ C.2.3 Of the amount stated in Section C.2.2, state the dollar value of work that remains to be completed:

25,000,000

§ C.2.4 State the average annual dollar value of construction work performed by the Contractor's Project Office during the last five years.

30,000,000

§ C.2.5 List the total number of projects the Contractor's Project Office has completed in the last five years and state the dollar value of the largest contract the Contractor's Project Office has completed during that time.

70 projects - \$20,000,000

#### § C.3 SAFETY PROGRAM AND RECORD

§ C.3.1 Does the Contractor's Project Office have a written safety program?

Yes

§ C.3.2 List all safety-related citations and penalties the Contractor's Project Office has received in the last three years.

None

§ C.3.3 Attach the Contractor's Project Office's OSHA 300a Summary of Work-Related Injuries and Illnesses form for the last three years.

§ C.3.4 Attach a copy of your insurance agent's verification letter for your organization's current workers' compensation experience modification rate and rates for the last three years.

#### § C.4 INSURANCE

§ C.4.1 Attach current certificates of insurance for your commercial general liability policy, umbrella insurance policy, and professional liability insurance policy, if any. Identify deductibles or self-insured retentions for your commercial general liability policy.

§ C.4.2 If requested, will your organization be able to provide property insurance for the Project written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis?

| Yes

§ C.4.3 Does your commercial general liability policy contain any exclusions or restrictions of coverage that are prohibited in AIA Document A101-2017, Exhibit A, Insurance A.3.2.2.2? If so, identify.

| No

§ C.5 SURETY

§ C.5.1 If requested, will your organization be able to provide a performance and payment bond for this Project?

| Yes

§ C.5.2 Surety company name:

| Ohio Farmers Insurance Company

§ C.5.3 Surety agent name and contact information:

| Brenda Risa (320) 321-6141

§ C.5.4 Total bonding capacity:

| 25,000,000

§ C.5.5 Available bonding capacity as of the date of this qualification statement:

| 14,320,896



**AIA®**

# Document A305® – 2020 Exhibit D

## Contractor's Past Project Experience

	1	2	3	4
PROJECT NAME	See attached			
PROJECT LOCATION				
PROJECT TYPE				
OWNER				
ARCHITECT				
CONTRACTOR'S PROJECT EXECUTIVE				
KEY PERSONNEL (include titles)				
PROJECT DETAILS	Contract Amount  Completion Date  % Self-Performed Work	Contract Amount  Completion Date  % Self-Performed Work	Contract Amount  Completion Date  % Self-Performed Work	Contract Amount  Completion Date  % Self-Performed Work
PROJECT DELIVERY METHOD	<input type="checkbox"/> Design-bid-build <input type="checkbox"/> Design-build <input type="checkbox"/> CM constructor <input type="checkbox"/> CM advisor <input type="checkbox"/> Other:	<input type="checkbox"/> Design-bid-build <input type="checkbox"/> Design-build <input type="checkbox"/> CM constructor <input type="checkbox"/> CM advisor <input type="checkbox"/> Other:	<input type="checkbox"/> Design-bid-build <input type="checkbox"/> Design-build <input type="checkbox"/> CM constructor <input type="checkbox"/> CM advisor <input type="checkbox"/> Other:	<input type="checkbox"/> Design-bid-build <input type="checkbox"/> Design-build <input type="checkbox"/> CM constructor <input type="checkbox"/> CM advisor <input type="checkbox"/> Other:
SUSTAINABILITY CERTIFICATIONS				







**Mike Cloud, PE**  
**President,**  
**North Coast Design Build, LLC**



Mike Cloud supervises estimates, cost control, schedules, and quality control for every project. As a licensed civil engineer, Mike collaborates with our architectural partners on design build projects and provides civil and structural engineering services.

Mike is a graduate of the University of Toledo with a BS in Construction Engineering and holds a Master's of Science in Civil Engineering from Cleveland State University. Throughout his career, Mike has built a wide variety of projects ranging from Industrial to Multi-Family. Over the last 15 years Mike has had a strong emphasis on Healthcare & Commercial design and construction, completing projects totaling over \$300,000,000. Through the construction of many Skilled Care, Rehabilitation, Memory Care and Assisted Living projects Mike has also gained in expertise in HUD 241 and 232 financing as well as the documentation and reporting unique to those programs.

**Professional Licensing:**

- State of Michigan – Professional Engineer #6201066215
- State of Ohio - Professional Engineer #E-79721
- Commonwealth of Pennsylvania- Professional Engineer #PE-087176
- State of West Virginia – Professional Engineer #24576
- NCEES National Comity for Engineering

**Education & Training:**

2014	Cleveland State University, Masters of Science in Civil Engineering (Structural Concentration)	Graduated
2006	University of Cincinnati, Graduate Legal Studies	Attended
2004	University of Toledo, Bachelor of Science in Construction Engineering Technology	Graduated
2010	OSHA Refresher	
2002	OSHA 30 Hour	

**Other Activities:**

- 2003- Present President of MRCRA, LLC, a real estate holding company.
- 2015- Present Managing Member of Great Lakes Property Development, LLC- development arm for NCDB.



**Justin Stahler**  
**Vice President**  
**North Coast Design Build, LLC**



Justin oversees all construction operations for the company, managing cost control, schedules, and quality control for every project. Through weekly inspections of every project and daily communication with every superintendent he ensures each project is proceeding safely, on schedule and is being constructed to the highest standard. Working with our staff, Justin has developed and implemented quality control systems and best practices employed on every project.

Throughout Justin's 23-year career in the industry he has worked his way up starting as a concrete finisher, then progressing to surveyor, project manager, area manager and finally to Vice President. He has managed over \$300 million of construction projects in nine states ranging up to \$100 million with up to 100 tradesmen on site each day. Justin brings extensive knowledge of site development, soils, and foundation construction to each project North Coast undertakes. Justin's practical range of experience gives North Coast a unique ability to meet our clients' needs as well as effectively manages our field staff.

### **Education & Training:**

1998-2002	University of Toledo, Construction Engineering Technology	Attended
2006	OSHA 30 Hour	Certificate
2016	OSHA Competent Person Training	Certificate
2007	CESWI	Certificate
2009	ODOT WTS	Certificate

**Subcontractor Enumeration**

<b>Company Name</b>	<b>Type of Work</b>
Westland	Plumbing/HVAC
Hershberger	Masonry
T.E.I	Electrical
WestBay	Flooring & Interiors
KDM	Site/Concrete



NORTH22

OP ID: JE

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/14/2024

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

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

<b>PRODUCER</b> Fitzgibbons Arnold & Company 25730 First St Westlake, OH 44145 Christopher J. Arnold	440-892-3636	<b>CONTACT NAME:</b> Tammy Houser <b>PHONE (A/C, No., Ext):</b> 440-892-3636 <b>FAX (A/C, No.):</b> 440-892-3630 <b>E-MAIL ADDRESS:</b> Thouser@fizar.com
<b>INSURED</b> North Coast Design Build, LLC E-18121, LLC 4205 E. Lake Road Sheffield Lake, OH 44054		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> United Fire & Casualty Company <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
		<b>NAIC #</b> 13021

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR INSR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		X	60534506	06/15/2023	06/15/2024	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMPROP AGG	\$ 2,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRER AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			60534506	06/15/2023	06/15/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTIONS			60534506	06/15/2023	06/15/2024	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	60534506	06/15/2023	06/15/2024	PER STATUTE	
			N/A				OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Leased/Rented			60534506	06/15/2023	06/15/2024	Limit	100,000
A	Installation Float			60534506	06/15/2023	06/15/2024	Limit	245,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Ashtabula County Board of Commissioners is included as additional insured.

<b>CERTIFICATE HOLDER</b>  ASHTABU  Ashtabula County Board of Commissioners 25 W. Jefferson St. Jefferson, OH 44047	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**Ohio**

**Bureau of Workers'  
Compensation**

30 W. Spring St.  
Columbus, OH 43215

### Certificate of Ohio Workers' Compensation

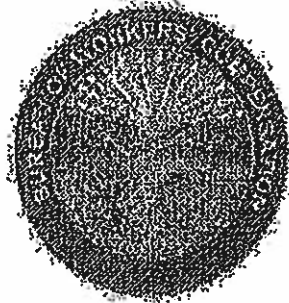
This certifies that the employer listed below participates in the Ohio State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. This certificate is only valid if premiums and assessments, including installments, are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

This certificate must be conspicuously posted.

Policy number and employer  
01734675

NORTH COAST DESIGN BUILD LLC  
4205 E LAKE RD  
SHEFFIELD LK OH 44064-1102

Period Specified Below  
07/01/2023 to 07/01/2024



[www.bwc.ohio.gov](http://www.bwc.ohio.gov)  
Issued by: BWC

A handwritten signature in black ink, appearing to read "John Love".

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, marijuana 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, marijuana 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.

**Ohio**

**Bureau of Workers'  
Compensation**

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

SECTION 004100b - BID GUARANTY AND CONTRACT BOND  
(Section 153.571, Ohio Revised Code)

KNOW ALL MEN BY THESE PRESENTS,

That we, the undersigned North Coast Design Build, LLC, 4205 E Lake Road, Sheffield Lake, OH 44054

\_\_\_\_\_  
(Name and Address)

as Principal and Ohio Farmers Insurance Company

(licensed to do business in the State of Ohio) as Surety, are hereby held and firmly bound

unto Ashtabula County Board of Commissioners hereinafter  
called Obligee, in the penal sum of the dollar amount of the bid submitted by the Principal to the Obligee  
on 15th day of March, 2024, to

undertake the project known as: Ashtabula County Job & Family Services Addition and Alteration  
2924 Donahoe Drive, Ashtabula, OH

The penal sum referred to herein shall be the dollar amount of the Principal's bid to the Obligee,  
incorporating any additive or deductive alternate proposals made by the Principal on the date referred to  
above to the Obligee, which are accepted by the Obligee.

In no case shall the penal sum exceed the amount of \_\_\_\_\_ dollars (\$ \_\_\_\_\_).

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

THE CONDITION OF THE ABOVE OBLIGATIONS 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 for material;  
and in the event the Principal pays to the Obligee the difference not to exceed ten percent (10%) of the  
Bid Guaranty and Contract Bond

penalty hereof between the amount specified in the bid and such larger amount for which the Obligee may be in good faith contract with the next lowest bidder to perform the work covered by the bid; or in the event the Obligee does not award the contract to the next lowest bidder and resubmits the project for bidding, the Principal will pay the Obligee the difference not to exceed ten percent (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 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; and

IF THE SAID Principal shall well and faithfully perform each and every condition of such contract; and indemnify the Obligee against all damage suffered by failure to perform such contract according to the provisions thereof and in accordance with the plans, details, specifications, and bills of material 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 materialman or laborer having a just claim, as well as for the Obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

THE SAID Surety hereby stipulates and agrees that no modifications, omissions, or additions in or to the terms of said contract or in or to the plans and specifications therefore shall in any way affect the obligations of said Surety on its bond, and it does hereby waive notice of any such modifications, omissions or additions to the terms of the contract or to the work or to the specifications.

SIGNED AND SEALED THIS 13th day of March, 2024.

PRINCIPAL: North Coast Design Build, LLC

SURETY COMPANY ADDRESS  
(Bond Department)

BY: [Signature]

Ohio Farmers Insurance Company  
Company Name

TITLE: President

PO Box 5001  
Street

SURETY: Ohio Farmers Insurance Company

Westfield Center, OH 44251  
City State Zip

COMPANY \_\_\_\_\_

330-887-0101  
Telephone

BY: [Signature]  
Attorney in Fact Jack Anderson

320-269-8546  
Telephone Number

SURETY AGENT'S ADDRESS

ACORA Surety & Insurance Services, LLC  
Agency Name

PO Box 506  
Street

Montevideo, MN 56265  
City State Zip

320-269-8546  
Telephone



**ACKNOWLEDGMENT OF PRINCIPAL (Individual)**

State of \_\_\_\_\_ }  
County of \_\_\_\_\_ }

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, before me personally comes \_\_\_\_\_, to me known and known to me to be the person who is described in and executed the foregoing instrument, and acknowledges to me that he/she executed the same.

\_\_\_\_\_  
Notary Public

**ACKNOWLEDGMENT OF PRINCIPAL (Partnership)**

State of \_\_\_\_\_ }  
County of \_\_\_\_\_ }

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, before me personally come(s) \_\_\_\_\_, a member of the co-partnership of \_\_\_\_\_, to me known and known to me to be the person who is described in and executed the foregoing instrument, and acknowledges to me that he/she executed the same as the act and deed of the said co-partnership.

\_\_\_\_\_  
Notary Public

**ACKNOWLEDGMENT OF PRINCIPAL (Corporation/LLC)**

State of Ohio }  
County of Lorain }

On this 15<sup>th</sup> day of March, in the year 2024, before me personally come(s) Michael R Cloud, to me known, who being duly sworn, deposes and says that he/she resides in the City of Sheffield Lake that he/she is the President of the North Coast Design Build LLC, the corporation described in and which executed the foregoing instrument, and that he/she signed his/her name thereto by like order.



[Signature]  
Notary Public

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 11/04/20 FOR ANY PERSON OR PERSONS NAMED BELOW

General Power of Attorney

POWER NO. 2265322 03

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

CERTIFIED COPY

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 JACK ANDERSON, RITA JORGENSON, BREMENDA RISA, JOINTLY OR SEVERALLY

of MONTEVIDEO and State of MN 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 04th day of NOVEMBER 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 04th day of NOVEMBER 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

State of Ohio County of Medina ss:

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

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 13th day of March A.D., 2024



Frank A Carrino Secretary

Frank A Carrino, Secretary

# ACKNOWLEDGEMENT OF SURETY

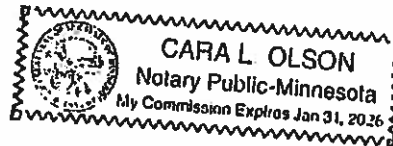
STATE OF MINNESOTA

COUNTY OF CHIPPEWA



On this 13th day of March, 2024, before me, a Notary Public within and for said County, personally appeared **Jack Anderson** to me personally known, who being by me duly sworn he/she did say that he/she is the attorney-in-fact of **Ohio Farmers Insurance Company**, the corporation named in the foregoing instrument, and the seal affixed to said instrument is the corporation seal of said corporation, and sealed on behalf of said corporation by authority of its Board of Directors and said **Jack Anderson** acknowledged said instrument to be the free act and deed of said corporation.

**NOTARY PUBLIC**  
My Commission Expires 1/31/2024





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/04/2024

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

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

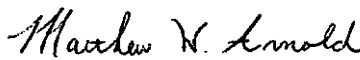
<b>PRODUCER</b> Fitzgibbons Arnold & Company 25730 First St Westlake, OH 44145 Christopher J. Arnold		<b>440-892-3636</b>		<b>CONTACT NAME:</b> Tammy Houser <b>PHONE (A/C, No, Ext):</b> 440-892-3636 <b>FAX (A/C, No):</b> 440-892-3630 <b>E-MAIL ADDRESS:</b> Thouser@fitzarn.com	
<b>INSURED</b> North Coast Design Build, LLC E-79721, LLC 4205 E. Lake Road Sheffield Lake, OH 44054				<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> United Fire & Casualty Company <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
				<b>NAIC #</b> 13021	

**COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		60534506	06/15/2023	06/15/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			60534506	06/15/2023	06/15/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			60534506	06/15/2023	06/15/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below			60534506	06/15/2023	06/15/2024	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased/Rented			60534506	06/15/2023	06/15/2024	Limit 100,000
A	Installation Float			60534506	06/15/2023	06/15/2024	Limit 245,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Ashtabula County Board of Commissioners is included as additional insured.  
30 day notice of cancellation applies.

<b>CERTIFICATE HOLDER</b>  <b>ASHTABU</b>  Ashtabula County Board of Commissioners 25 W. Jefferson St. Jefferson, OH 44047	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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