

**RESOLUTION APPROVING A CONTRACT WITH DECLAN CONSTRUCTION INC. FOR THE INTERIOR RENOVATION/ALTERATION PROJECT FOR THE ASHTABULA COUNTY VETERAN SERVICES COMMISSION, LOCATED AT 1709 E. PROSPECT ROAD, ASHTABULA TOWNSHIP**

WHEREAS, Ben Schwartzfigure, Director of the Ashtabula County Veteran Services Commission, has presented a Contract for the approval of the Board, to-wit:

**Scope of Contract:** Interior renovation/alteration at the Veteran Services building located at 1709 E. Prospect Road, Ashtabula, OH 44004

**Provider:** DeClan Construction, Inc., 7013 Warren Sharon Road, Brookfield, OH 44403

**Cost:** **Not to Exceed:** \$647,700.00

**Term:** Begin upon signing and ending October 31, 2024

THEREFORE, BE IT RESOLVED, By the Board of Commissioners of Ashtabula County, Ohio that the contract is approved in accordance with a copy of said contract now on file in this office.

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. 2024-303**

**June 20, 2024**

**RESOLUTION APPROVING A CONTRACT WITH DECLAN CONSTRUCTION INC.  
FOR THE INTERIOR RENOVATION/ALTERATION PROJECT FOR THE  
ASTHABULA COUNTY VETERAN SERVICES COMMISSION, LOCATED AT 1709 E.  
PROSPECT ROAD, ASHTABULA TOWNSHIP**

**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

**NOTICE TO PROCEED**

**PROJECT:** Ashtabula County Veteran Services Commission


**OWNER:** Ashtabula County Board of Commissioners  
25 West Jefferson St.  
Jefferson, OH 44047

**TO:** DeClan Construction Inc.  
7013 Warren Sharon Rd.  
Brookfield, OH 44403

**DATE:** June 20, 2024

You are hereby notified to commence work in accordance with the contract. All work shall be completed in accordance with the term outlined in the contract.

**ASHTABULA COUNTY COMMISSIONERS**  
25 West Jefferson St.  
Jefferson, OH 44047

  
Kathryn Whittington, President

**REVISED CODE 1311.252  
NOTICE OF COMMENCEMENT OF A PUBLIC IMPROVEMENT**

State of Ohio,                    )  
  )  
County of Ashtabula            )        ss:

Kathryn L. Whittington, President (the "Affiant"), being first duly sworn, says that:

1. Affiant is the President of the Ashtabula County Commissioners, at 25 West Jefferson Street, Bldg D, Jefferson, Ohio.
2. The Public Authority will be commencing a public improvement identified as follows:  
  
Interior Renovation/Alterations at the Ashtabula County Veteran Services located at 1709 E. Prospect Ave., Ashtabula, OH 44004.
3. The following lists the name, address, and trade of each of the principal contractors working on this public improvement:


For Contract executed on June 20, 2024

<u>TRADE</u>	<u>CONTRACTOR</u>	<u>SURETY</u>
Construction	DeClan Construction Inc. 7013 Warren Sharon Rd. Brookfield, OH 44403	Ashton Insurance Inc. 725 Boardman Canfield Rd. P2 Boardman, OH 44512

4. For the purpose of service an affidavit pursuant to Revised Code 1311.26, service may be made upon the following representative of the Public Authority: Kathryn L. Whittington, President, at the Ashtabula County Commissioners, 25 West Jefferson Street, Jefferson, Ohio 44047.

  
Kathryn L. Whittington, President

SWORN TO before me and subscribed in my presence this 20<sup>th</sup> day of June, 2024.

  
Notary Public  
comm. exp 7/14/2025

[SEAL]

## AGREEMENT

This AGREEMENT, made this 20th day of June, 2024 (the "Effective Date") between Declan Construction, Inc. (the "Contractor"), with offices at 7013 Warren Sharon Road, Brookfield, Ohio 44403, and Ashtabula County, 25 W. Jefferson St., 2nd Floor, Old Courthouse, Jefferson, OH 44047 (the "County") for Interior Renovation / Alteration project for the Ashtabula County Veterans Commission located at 1709 E. Prospect Rd., 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 April 24, 2024 (the "Bid Documents") which incorporated by reference as if fully set forth herein. In the event of inconsistencies within or between the 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 October 31, 2024 (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 \$647,700.00 (the "Contract Price").

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 Bid 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 Bid 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, 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 as set forth in the Bid Documents.

Such amounts shall be deducted by the County 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 a percentage of the amount of the increased cost not attributable to profit or overhead as set forth in the Bid Documents. 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. Except as set forth in Article I, in the event of any inconsistencies or ambiguities between the terms of this Agreement and the General Conditions or Supplementary Conditions incorporated into the Bid Documents, the terms of his Agreement shall take precedence.

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 sent to Ashtabula County Prosecutor's Office, 25 West 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.


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.

DECLAN CONSTRUCTION, INC.:

By:   
Its: President

Date: 6-11-2024

ASHTABULA COUNTY:

By:   
Its: President

Date: 6-20-24

Approved as to Legal Form:



Colleen M. O'Toole,  
Ashtabula County Prosecutor

Date: 6.13.2024

**EXHIBIT A**  
**CONTRACT DOCUMENTS**

The following documents which set forth the scope of work are incorporated as if fully set forth herein:

- Project Bidding Documents dated April 13, 2024
- Addendum Number 1 dated May 8, 2024
- Addendum Number 2 dated May 21, 2024
- Addendum Number 3 dated May 22, 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.

**NOTICE OF AWARD**

**Date:** June 10, 2024

**TO:** DeClan Construction Inc., 7013 Warren Sharon Rd., Brookfield, OH 44403

**PROJECT:** Additions and alterations project at Ashtabula County Veteran Services

You are notified that your Bid which was opened on May 24, 2024, has been accepted in the amount of \$847,700 at the bid price reflected in the bid tabulation contained herein.

You are required by the Instructions to Bidders to execute the Agreement (and furnish the required Bonds, Certificates of Insurance, and other documents within 10 calendar days from the date of receipt of this Notice.

Failure to comply with these conditions within the time specified will entitle Owner to consider your bid in default, to annul this Notice and to declare your Bid Security forfeited.

The Owner will return to you one (1) fully signed set of the contract documents, once they are approved.

**ACKNOWLEDGMENT OF AWARD**

ASHTABULA COUNTY COMMISSIONERS  
25 West Jefferson St.  
Jefferson, OH 44047

DeClan Construction Inc.  
7013 Warren Sharon Rd.  
Brookfield, OH 44403



\_\_\_\_\_  
Lisa Hawkins, Clerk of the Board



\_\_\_\_\_  
Owner

6/11/2024

\_\_\_\_\_  
Date

6-12-2024

\_\_\_\_\_  
Date

**FISCAL OFFICER'S CERTIFICATE**

5705.41 O.R.C.


The undersigned, County Auditor of Ashtabula County, hereby certifies that the amount required to meet the obligations of the County during the year 2024 under the Agreement has been lawfully appropriated for that purpose, and is in the Treasury of the County or in the process of collection to the credit of:

4016.205.100-850.0001 – Capital Outlay \$647,700

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**Agreement Title: 2024 Additions and Alterations Project for Property Located at 1709 E. Prospect Rd, Ashtabula, Ohio 44004**

**Between: Declan Construction Inc. and Ashtabula County Commissioners**



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**David Thomas**  
Ashtabula County Auditor

Date: 6/17/24



Office of Auditor of State  
88 East Broad Street  
Post Office Box 1140  
Columbus, OH 43216-1140

Auditor of State - Unresolved Findings for Recovery Certified Search

(614) 466-4514  
(800) 282-0370

I have searched The Auditor of State's unresolved findings for recovery database using the following criteria:

Contractor's Information:

Name: ,  
Organization: **declan construction**  
Date: **6/17/2024 2:34:09 PM**

This search produced the following list of 2 possible matches:

Name/Organization	Address
Decker, Todd A	1877 E Broad St, #B10
Ralston (deceased), Susan	21421 Sprouse Road

The above list represents possible matches for the search criteria you entered. Please note that pursuant to ORC 9.24, only the person (which includes an organization) actually named in the finding for recovery is prohibited from being awarded a contract.

If the person you are searching for appears on this list, it means that the person has one or more findings for recovery and is prohibited from being awarded a contract described in ORC 9.24, unless one of the exceptions in that section apply.

If the person you are searching for does not appear on this list, an initialed copy of this page can serve as documentation of your compliance with ORC 9.24(E).

Please note that pursuant to ORC 9.24, it is the responsibility of the public office to verify that a person to whom it plans to award a contract does not appear in the Auditor of State's database. The Auditor of State's office is not responsible for inaccurate search results caused by user error or other circumstances beyond the Auditor of State's control.

Date Filed in Office	Delinquency Period	Contractors, Subcontractors, & Officers	Address	Regarding Project	Case Number
1/12/2017	7/12/16-7/12/18	GMA Mechanical, Inc.	7502 State Route 41 PO Box 12 Covington, OH 45318	Ohio State University Kennedy Commons Renovation	Franklin County C.P. Court No. 12 CV 002968
1/12/2017	7/12/16-7/12/18	GM Mechanical Services, Ltd.	7502 State Route 41 PO Box 12 Covington, OH 45318	Ohio State University Kennedy Commons Renovation	Franklin County C.P. Court No. 12 CV 002968
1/12/2017	7/12/16-7/12/18	Gerald E. Miller	7502 State Route 41 PO Box 12 Covington, OH 45318	Ohio State University Kennedy Commons Renovation	United States District Court, S.D. Ohio No. 2:15-cv-2631
1/12/2017	7/12/16-7/12/18	Cleide F. Miller a/k/a Clyde Miller	7502 State Route 41 PO Box 12 Covington, OH 45318	Ohio State University Kennedy Commons Renovation	United States District Court, S.D. Ohio No. 2:15-cv-2631



**Important Reps and Certs Update** [Show Details](#)  
*Mar 1, 2024*



[See All Alerts](#)

**Planned Maintenance Schedule** [Show Details](#)  
*May 21, 2024*



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Search

All Words

e.g. 1606N020Q02

Select Domain  
**All Domains**



Filter By



**Keyword Search**

For more information on how to use our keyword search, visit our [help guide](#)

**Simple Search**

**Search Editor**

**Any Words** 

- All Words *i*
- Exact Phrase *i*

e.g. 1606N020Q02
"declan construction" x
"declan construction" x

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- Inactive



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SAM.gov

An official website of the U.S. General Services Administration

**Project** Ashtabula Co. Veterans Service Commission  
**Location** 1709 E. Prospect Rd.  
Ashtabula, OH 44004

	Trade	Remarks	Value
1.0	General Conditions		\$ 46,900. <sup>00</sup>
2.0	Existing Conditions		
2.1	Demolition		\$ 18,000.00
3.0	Concrete		
3.1	Footings / Foundations		\$ 2,500.00
3.2	Flatwork		\$ 4,500.00
4.0	Masonry		
4.1	Unit Masonry		\$ 25,000.00
4.2	Adhered Masonry Veneer		\$ 18,000.00
5.0	Metals		
5.1	Structural Steel		\$ 800.00
6.0	Woods, Plastics Composites		
6.1	Rough Carpentry		\$ 42,000.00
6.2	Finish Carpentry		\$ 4,500.00
6.3	Millwork		\$ 22,600.00
7.0	Thermal and Moisture Protection		
7.1	Waterproofing		\$ 1,500.00
7.2	Insulation		\$ 2,900.00
8.0	Openings		
8.1	Doors, Frames and Hardware		\$ 29,000.00
8.2	Entrances and Storefronts		\$ 35,000.00
8.3	Windows		\$ 15,500.00
8.4	Glazing		\$ 15,500.00
9.0	Finishes		
9.1	Gypsum Board/Tile		\$ 28,500.00
9.2	Tile		\$ 5,600.00
9.3	Acoustic Ceilings		\$ 16,000. <sup>00</sup>
9.4	Flooring		\$ 69,000. <sup>00</sup>
9.5	Wall Finishes		\$ 24,500.00
9.6	Painting		\$ 32,000.00
10.0	Specialities		
10.1	Signage		\$ 2,500.00
10.2	Toilet Partitions		\$ -

10.3	Toilet Accessories		\$	1,800.00
10.4	Awnings		\$	12,500.00
12.0	Furnishings			
12.1	Window Treatments		\$	-
12.2	Furniture		\$	-
12.3	Planters		\$	-
12.4	Site Furnishings		\$	-
13.0	Special Construction			
15.0	Fire Suppression			
15.3	Portable Fire Extinguishers		\$	400.00
16.0	Plumbing		\$	12,000.00
17.0	HVAC			
17.1	HVAC Equipment		\$	15,000.00
17.2	Ductwork / Distribution		\$	36,000.00
18.0	Integrated Automation			
18.1	Network Equipment			
19.0	Electrical			
19.1	Light Fixtures		\$	56,000.00
20.0	Communications			
21.0	Electronic Safety and Security			
21.1	Security Systems			
21.2	Video Surveillance			
21.3	Fire Alarm			
22.0	Earthwork			
22.1	Site Clearing		\$	4,700.00
23.0	Exterior Improvements			
23.1	Concrete (curbs, walks etc)		\$	16,900.00
23.2	Asphalt Paving			
23.3	Fences and Gates		\$	4,200.00
26.0	Overhead and Profit		\$	25,900. <sup>00</sup>
			\$	
	<b>Total</b>			<b>644,000.<sup>00</sup></b>

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

KNOW ALL MEN BY THESE PRESENTS,

That we, the undersigned DECLAN CONSTRUCTION INC  
7013 WARREN SHARON ROAD BROOKFIELD, OHIO 44403  
(Name and Address)

as Principal and TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

(licensed to do business in the State of Ohio) as Surety, are hereby held and firmly bound  
unto ASHTABULA COUNTY VETERANS COMMISSION hereinafter

called Obligee, in the penal sum of the dollar amount of the bid submitted by the Principal to the Obligee  
on 24TH day of MAY, 2024to  
undertake the project known as: INTERIOR RENOVATION/ALTERATION PROJECT.

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 sixty four thousand four hundred dollars (\$64,400).

(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

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 24TH day of MAY, 2024.

PRINCIPAL: DECLAN CONSTRUCTION INC

BY: 

TITLE: PRESIDENT

6150 OAK TREE BLVD #500

Street

TRAVELERS CASUALTY AND SURETY  
SURETY: COMPANY OF AMERICA

INDEPENDENCE, OHIO 44131

City

State

Zip

COMPANY

BY: 

Attorney in Fact

330-726-5502

Telephone Number

330-726-5502

Telephone

**SURETY AGENT'S ADDRESS**

ASHTON INSURANCE INC

Agency Name

725 BOARDMAN CANFIELD RD #P-2

Street

BOARDMAN, OHIO 44512

City

State

Zip

330-726-5502

Telephone



**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **JAMES J ASHTON** of **BOARDMAN** , Ohio , their true and lawful Attorney(s)-In-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

City of Hartford ss.

By:   
Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026



  
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-In-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-In-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-In-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 24 day of May, 2024



  
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney(s)-In-Fact and the details of the bond to which this Power of Attorney is attached.**

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF JUNE 30, 2023

CAPITAL STOCK \$ 6,480,000

ASSETS		LIABILITIES & SURPLUS	
BONDS	\$ 5,180,661,933	LOSSES	\$ 1,638,742,249
STOCKS	115,700,594	LOSS ADJUSTMENT EXPENSES	138,032,224
CASH AND INVESTED CASH	83,310,788	COMMISSIONS	38,298,447
OTHER INVESTED ASSETS	6,581,822	OTHER EXPENSES	35,588,082
SECURITIES LENDING REINVESTED COLLATERAL ASSETS	25,983,585	TAXES, LICENSES AND FEES	11,728,720
INVESTMENT INCOME DUE AND ACCRUED	43,143,069	UNEARNED PREMIUMS	1,453,378,390
PREMIUM BALANCES	347,716,528	ADVANCE PREMIUM	2,435,053
REINSURANCE RECOVERABLE	43,481,728	POLICYHOLDER DIVIDENDS	18,990,836
NET DEFERRED TAX ASSET	70,763,315	CEDED REINSURANCE NET PREMIUMS PAYABLE	97,763,193
CURRENT FEDERAL AND FOREIGN INCOME TAXES RECOVERABLE	4,319,605	AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	21,267,969
GUARANTY FUNDS RECEIVABLE OR ON DEPOSIT	1,389,093	REMITTANCE AND ITEMS NOT ALLOCATED	5,162,800
RECEIVABLE FROM PARENTS, SUBSIDIARIES AND AFFILIATES	26,683,847	PROVISION FOR REINSURANCE	6,464,384
OTHER ASSETS	1,680,021	PAYABLE FOR SECURITIES LENDING	25,993,585
		OTHER ACCRUED EXPENSES AND LIABILITIES	317,899
		<b>TOTAL LIABILITIES</b>	<b>\$ 3,391,171,831</b>
		CAPITAL STOCK	\$ 6,480,000
		PAID IN SURPLUS	433,803,700
		OTHER SURPLUS	2,090,072,333
		<b>TOTAL SURPLUS TO POLICYHOLDERS</b>	<b>\$ 2,630,356,093</b>
<b>TOTAL ASSETS</b>	<b>\$ 5,921,527,924</b>	<b>TOTAL LIABILITIES &amp; SURPLUS</b>	<b>\$ 5,921,527,924</b>

STATE OF CONNECTICUT )  
 COUNTY OF HARTFORD ) SS.  
 CITY OF HARTFORD )

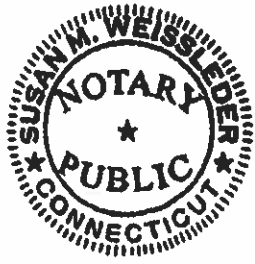
MICHAEL J. DOODY, BEING DULY SWORN, SAYS THAT HE IS VICE PRESIDENT - FINANCE, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 30TH DAY OF JUNE, 2023.

*Michael J. Doody*  
 VICE PRESIDENT - FINANCE

*Susan M. Weissleder*  
 NOTARY PUBLIC

SUBSCRIBED AND SWORN TO BEFORE ME THIS  
 18TH DAY OF AUGUST, 2023

SUSAN M. WEISSLEDER  
 Notary Public  
 My Commission Expires November 30, 2027



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

**Ohio Department of Insurance**

Mike DeWine - Governor

Judith French - Director

**Certificate of Compliance**



Issued 03/14/2023

Effective 04/02/2023

Expires 04/01/2024

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

**TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA**

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

**Section 3929.01 (A)**

Accident & Health

Aircraft

Allied Lines

Boiler & Machinery

Burglary & Theft

Commercial Auto - Liability

Commercial Auto - No Fault

Commercial Auto - Physical Damage

Credit

Earthquake

Fidelity

Financial Guaranty

Fire

Glass

Inland Marine

Medical Malpractice

Multiple Peril - Commercial

Multiple Peril - Farmowners

Multiple Peril - Homeowners

Ocean Marine

Other Liability

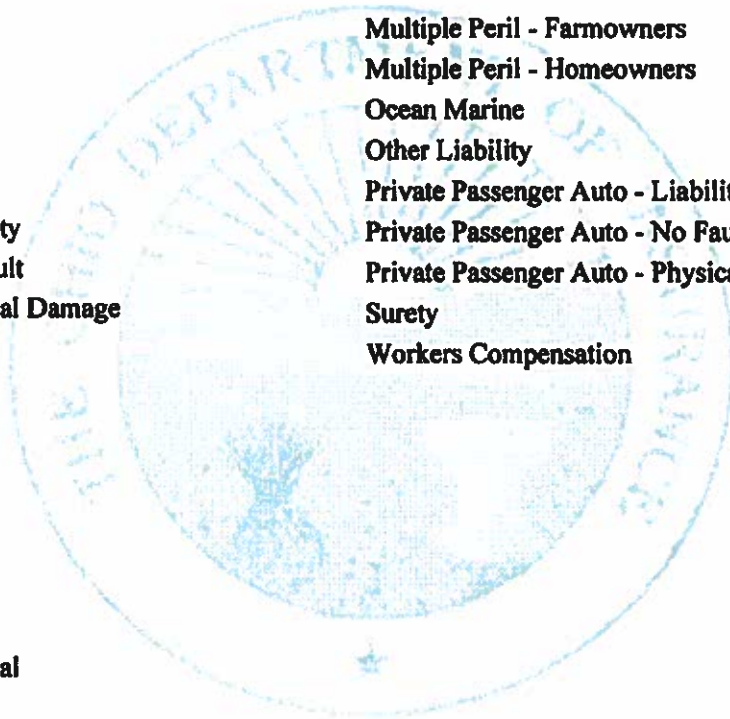
Private Passenger Auto - Liability

Private Passenger Auto - No Fault

Private Passenger Auto - Physical Damage

Surety

Workers Compensation



**TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA** certified in its annual statement to this Department as of December 31, 2022 that it has admitted assets in the amount of \$5,440,130,489, liabilities in the amount of \$3,190,685,707, and surplus of at least \$2,249,444,782.

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





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/10/24

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).

**PRODUCER**  
**ASHTON INSURANCE INC**  
725 Boardman Canfield RD P2  
Boardman, OH 44512

**CONTACT NAME**  
**PHONE (A/C, No, Ext): (330) 726-5502** **FAX (A/C, No): (330) 726-5553**  
**E-MAIL ADDRESS: james@ashtoninsurance.com**

**INSURED** **DECLAN CONSTRUCTION INC**  
7013 WARREN SHARON RD  
BROOKFIELD, OH 44403  
3304488467

INSURER(S) AFFORDING COVERAGE		NACS
INSURER A	<b>ERIE INSURANCE GROUP</b>	<b>26263</b>
INSURER B		
INSURER C		
INSURER D		
INSURER E		
INSURER F		

**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.

INBR 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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR	X	Y	Q44.0154248	08/01/23	08/01/24	EACH OCCURRENCE	\$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence)						\$ 1,000,000	
							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"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	Y	Q08.5130638	08/01/23	08/01/24	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"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE	X	Y	Q32.0171964	08/01/23	08/01/24	EACH OCCURRENCE	\$ 2,000,000
	AGGREGATE						\$ 2,000,000	
								\$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in MN) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	Y	Q92.5101462	08/01/23	08/01/24	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	E.I. EACH ACCIDENT							\$ 1,000,000
							E.I. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.I. DISEASE - POLICY LIMIT	\$ 1,000,000
A	<b>BUILDERS RISK</b> <b>RENTED LEASED EQ</b>	X	Y	Q44.0154248	08/01/23	08/01/24	1,770,000	2500 ded
	15000						500 DED	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER**  
**ASHTABULA COUNTY VETERANS COMMISSION**  
1709 E PROSPECT ROAD  
ASHTABULA, OHIO 44004

**CANCELLATION**  
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

SECTION 003000 - BID FORM

1.1 BID FROM:

Bidder Declan Construction Inc.

Address 7013 Warren - Sharon Road

City, State, Zip Brookfield, Ohio, 44403

Telephone Number ( 330 ) 448-8467

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

FOR PROJECT: Interior Renovation Alteration Project:  
Ashtabula County Veteran Services Commission  
1709 E. Prospect Rd.  
Ashtabula, OH 44004

Having examined the Project Bidding Documents dated April 24, 2024 and the following addenda:

Addendum No. <u>1</u>	Dated <u>5-8-2024</u>	Addendum No. <u>3</u>	Dated <u>5-22-2024</u>
Addendum No. <u>2</u>	Dated <u>5-21-2024</u>	Addendum No. _____	Dated _____

All as prepared by Onyx Creative, Inc, 25001 Emery Rd., Cleveland, OH 44128, Tele: (216) 223-3212. 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.

TOTAL LABOR AND MATERIALS: \$644,000.00

1.2 TIME OF COMPLETION:

- A. The Project is estimated to be completed within 180 days / 6 months from the date of commencement. (To be filled out by the General Trades Contractor)

1.3 ENCLOSURES:

A. The following required documents accompany this bid form:

- |   |                                     |
|---|-------------------------------------|
| 1. Bid Breakdown Form                   | <input checked="" type="checkbox"/> |
| 2. Bid Security                         | <input checked="" type="checkbox"/> |
| 3. Contractor's Qualification Statement | <input checked="" type="checkbox"/> |
| 4. Bid Guarantee and Contractor Bond    | <input checked="" type="checkbox"/> |
| 5. 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.

1.4 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.

1.5 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:



TEL. NO: ( 330 ) 448-8467

BY:

William C O'Brien

FAX NO: ( 330 ) 448-8057

TITLE:

President

EMAIL ADDRESS:

DATE:

5-24-2024

OFFICIAL ADDRESS:

7013 Warren - Sharon Road

Brookfield, Ohio 44403

**1.6 CONTRACTOR SUBSTITUTION SHEET**

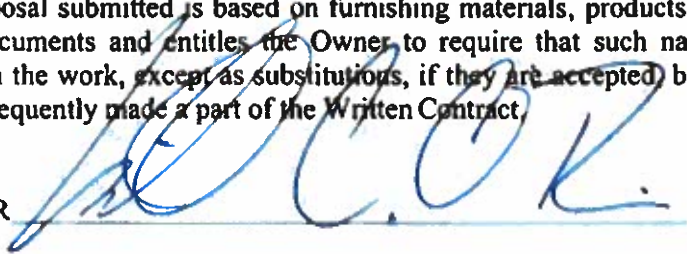
- A. Refer to "SUBSTITUTIONS" Article 3.3 of AIA Document A701, Instruction to Bidders, page 3, regarding the use of materials, product, and equipment. All bids must be based on the materials, products, and equipment described in the Bidding Documents. Bidder is to list here "Substitutions", showing 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
NA				

- 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: 5-24-2024

SIGNED BIDDER



END OF DOCUMENT 003000

SECTION 006300 - FORM OF NON-COLLUSION AFFIDAVIT

State of Ohio \_\_\_\_\_ )  
County of Trumbull \_\_\_\_\_ ) SS.

Bid Identification Ashtabula County Veterans Service Commission

Contractor Declan Construction Inc.

William C O'Brien \_\_\_\_\_, being first duly sworn, deposes and says that he is President

(sole owner, a partner, president, secretary, etc.) of Declan Construction Inc.

\_\_\_\_\_, the party making the foregoing bid; that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that such bid is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that any one shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with 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: 

Subscribed and sworn to before me this  
24 day of May, 2024

Seal of Notary  
Melissa Collins



MELISSA COLLINS  
Notary Public  
State of Ohio  
My Comm. Expires  
March 28, 2028

END OF SECTION 006300

# AIA Document A305™ – 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.)*

Declan Construction Inc.  
7013 Warren Sharon Rd.  
Brookfield, OH, 44403

**NAME OF PROJECT:**

[REDACTED]

Astabula County Veteran Services Commission

**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 Construction

**SUBMITTED TO:**

*(Organization name and address.)*

Ashtabula County Board of Commissioners  
25 W. Jefferson Street  
Jefferson, OH 44047

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


**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.



Organization's Authorized Representative  
Signature

5-24-2024

Date

William C O'Brien

Printed Name and Title

**NOTARY**

State of: Ohio

County of: Trumbull

Signed and sworn to before me this 24 day of May, 2024



Notary Signature

My commission expires:

March 28, 2028



MELYSSA COLLINS  
Notary Public  
State of Ohio  
My Comm. Expires  
March 28, 2028

**Certification of Document's Authenticity**  
**AIA® Document D401™ – 2003**

I, William C O'Brien, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 15:48:14 ET on 10/12/2022 under Order No. 2114299176 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A305™ – 2020, Contractor's Qualification Statement, as published by the AIA in its software, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

  
*(Signed)*

President

*(Title)*

5-24-2024

*(Dated)*

# **Document A305™ – 2020 Exhibit A**

## **General Information**

This Exhibit is part of the Contractor's Qualification Statement, submitted by \_\_\_\_\_ and dated the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_  
(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.**

Declan Construction Inc.  
7013 Warren Sharon Road  
Brookfield, OH 44403

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

##### **§ 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.**

None

##### **§ 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.**

None

##### **§ 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.**

7013 Warren Sharon Road  
Brookfield, OH 44403

#### **§ 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.**

Corporation

- .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.**

Ohio  
March 14, 2006  
William C O'Brien - President

- .2 If your organization is a partnership, identify its partners and its date of organization.**

None

- .3 If your organization is individually owned, identify its owner and date of organization.**

Yes, March 14, 2006

- .4** If the form of your organization is other than those listed above, describe it and identify its individual leaders:  
None

**§ 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?

18 years

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

6

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

238140

**§ 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.

Please see attached resume

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

Please see attached resume

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

6 million

**§ A.3 CAPABILITIES**

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

Divisions 1 - 14

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

All of our key personnel have amazing amount of attention to detail, not only just for work being done but for our professionalism how we interact with owners and professionals. We always have the owners best interest in the for front in everything we do.

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

We do when required, consulting and design build.

**§ 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.

No

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

As needed

#### **§ A.4 REFERENCES**

**§ A.4.1** Identify three client references:

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

Zekelman - John Bulick - John.Bulick@zekelman.com  
Middlefield Township - Paul Porter - Paulporter482@gmail.com  
Millcreek State Park - Justin Rogers - 330.702.3000  
Western Reserve Port Authority - Randy Partika - 330.501.0447

**§ A.4.2** Identify three architect references:

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

Stollo Architects - Kevin Willis - 330.743.1177  
Spaxton Architects - Steve Paxton - spaxtonarchitect@gmail.com  
TMA Architects - Sean Thompson - 440.321.8882

**§ A.4.3** Identify one bank reference:

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

Zachary Reed  
First National Bank - Brookfield OH  
(330) 448-2662

**§ A.4.4** Identify three subcontractor or other trade references:

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

Imperial Glazing - Kyle Leonard - 330.716.4379  
S-J2 Mechanical - Jason Nativio - 724.202.7083  
Stateline plumbing - Dave Nolli - 330.542.2772

# AIA® Document A305™ – 2020 Exhibit B

## Financial and Performance Information

This Exhibit is part of the Contractor's Qualification Statement, submitted by \_\_\_\_\_ and dated the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_  
*(In words, indicate day, month and year.)*

### § B.1 FINANCIAL

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

57-1234187

§ 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.

We will provide this information if we are the lowest bidder.

§ 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.)*

We will provide this information

### § 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.)*

No

§ 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?

No

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

No

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?**

No

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

No

**§ 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 Document A305™ – 2020 Exhibit C

## Project Specific Information

This Exhibit is part of the Contractor's Qualification Statement, submitted by \_\_\_\_\_ and dated the day of \_\_\_\_\_ in the year \_\_\_\_\_

*(In words, indicate day, month and year.)*

Twenty fourth, May, Two Thousand and Four

### PROJECT:

*(Name and location or address.)*

\_\_\_\_\_  
\_\_\_\_\_

Ashtabula County Veteran Services Commission - 1709 E. Prospect Rd., Ashtabula, OH 44004

### CONTRACTOR'S PROJECT OFFICE:

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

7013 Warren - Sharon Road  
Brookfield, OH 44403

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

### 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 Contracting

### 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?

March 14, 2006

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

6

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

None

§ 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.

William C O'Brien - President  
7013 Warren - Sharon Rd., Brookfield, OH 44403  
30 years of Construction and 18 years of business owner.

Slippery Rock University Harrisville  
Sharpsville High School  
Western Reserve Port Authority - Campus of Care

**§ C.1.5 Identify portions of work that you intend to self-perform on this Project.**  
Demo, Division 6, Drywall, Acoustical Ceilings, Flooring, and Doors and Hardware.

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

Due to the competitive nature of bidding, we are unable to provide a list of subcontractors and material suppliers before the bid opening. If we are the low bidder for this project, we will provide a list of subcontractors and material suppliers.

**§ 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:**

Please see attached resume

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

Please see attached resume

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

6 million

**§ 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.**

30 plus project, 6 million

**§ 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.** none

**§ 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.**

Please see attached

**§ 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.**

Please see attached

**§ 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.

None

**§ 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:

Travelers Casualty and Surety of America

**§ C.5.3** Surety agent name and contact information:

Marian Januszewski - 216.643.2342

**§ C.5.4** Total bonding capacity:

10 million

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

8 million



# AIA® Document A305™ – 2020 Exhibit D

## Contractor's Past Project Experience

Please see attached resume

	1	2	3	4
PROJECT NAME				
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				



# AIA®

## Document A305™ – 2020 Exhibit E

### Contractor's Past Project Experience, Continued

	1	2	3	4
PROJECT NAME				
PROJECT LOCATION				
PROJECT TYPE				
OWNER				
ARCHITECT				
CONTRACTOR'S PROJECT EXECUTIVE				
KEY PERSONNEL (include titles)				
PROJECT DETAILS	Contract Amount	Contract Amount	Contract Amount	Contract Amount
	Completion Date	Completion Date	Completion Date	Completion Date
	% Self-Performed Work	% Self-Performed Work	% Self-Performed Work	% 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				





**PENNSYLVANIA**  
Compensation Rating Bureau

**PA EXPERIENCE RATING MODIFICATION**

<b>File Number:</b>	3187913	<b>County:</b>	Trumbull County
<b>Data History:</b>	0.866	<b>Mailing Address:</b>	7013 Warren Sharon Rd
<b>Location:</b>	1		Brookfield OH 444039664
<b>Issue Date:</b>	05/02/2023	<b>Effective Term:</b>	08/01/2023 - 08/01/2024
<b>Employer Name:</b>	Declan Construction Inc		
<b>Class Code:</b>	0651		

Data History	Effective Date
0.866	08/01/2023
Class Reviewed	04/01/2023
Merit Adjustment - 5% Credit	08/01/2022
0.844	08/01/2021
0.824	08/01/2020
0.819	08/01/2019
0.848	08/01/2018
0.844	12/14/2017
0.835	12/14/2016
0.802	12/14/2015
0.805	12/14/2014
0.835	12/14/2013
0.835	04/19/2013
0.863	04/19/2012
Not Qualified	04/19/2011
Not Qualified	07/10/2007

Class Code	Rating Value	Description	Location
0648	4.10	Carpentry - Installation Cabinet Work	1
0651	3.46	Carpentry - Commercial	1
0652	5.13	Carpentry - Residential	1
0822	0.06	Telecommuting Clerical Employees	1
0951	0.15	Salesperson Outside	1
0953	0.06	Office	1

**DRUG AND ALCOHOL-FREE WORKPLACE NOTICE TO EMPLOYEES**

EMPLOYEES ARE HEREBY NOTIFIED it is a violation of the Drug and Alcohol-Free Workplace policy for an employee to unlawfully manufacture, distribute, dispense, possess, use, or be under the influence of in the workplace any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana or any other controlled substance or alcohol.

"Workplace" is defined as the site for the performance of work done in the capacity as an employee.

Employees who violate the terms of the Drug and Alcohol-Free Workplace policy may be subject to discipline up to and including termination.

EMPLOYEES ARE FURTHER NOTIFIED it is a condition of their continued employment that they comply with the above and will notify their supervisor of their conviction of any criminal drug statute for a violation committed in our out of the workplace, no later than five days after the conviction.

-----

**DRUG AND ALCOHOL-FREE WORKPLACE ACKNOWLEDGMENT**

I, \_\_\_\_\_, have read and understand the Drug and Alcohol-Free Workplace policy. I understand that if I violate the Drug and Alcohol-Free Workplace policy, I may be subject to discipline up to and including termination. I also understand that if I am convicted of a criminal drug offense committed in or out of the workplace, I must report that conviction to my supervisor within five days of the conviction.

\_\_\_\_\_  
Employee Name

\_\_\_\_\_  
Date:

**Declan Construction, Inc.**  
**William C. O'Brien**

**Completed Projects:**

2015	Nugent Charleston Properties Lake Latonka.....	\$121,670.00
2015	*Lawrence County Housing Authority Harbor Height 4 Plex Renovation.....	\$412,000.00
2015	NLMK Pennsylvania Remodel Various Locations.....	\$200,000.00
2015	Nugent Properties Nursing Home New Construction.....	\$4,800,000.00
2016	*Mercer County Housing Authority..... Screen Door Replacement	\$350,000.00
2017	Soni's Restaurant..... Restaurant New Construction	\$750,000.00
2017	Whole Life Services..... Commercial Building Addition	\$800,000.00
2017	Yuppy Puppy..... Retail Space Remodel	\$60,000.00
2017	The Barley House Brewing Company ..... Restaurant Remodel	\$200,000.00
2017	East Mead Township..... New Office/Garage Construction	\$590,000.00
2017	DCMA Hermitage..... Office Remodel	\$97,100.00
2017	Community Counseling Center, Hermitage..... Kitchen Addition	\$76,690.00
2017	Slippery Rock University, Harrisville..... Renovation/Remodel	\$729,000.00
2018	NLMK Pennsylvania ..... Renovation/Remodel – Continuing Contract	\$300,000.00
2018	Sharpville Area School District, Sharpville.... Addition/Alteration	\$744,000.00

2018	Krause Building.....	\$300,000.00
	Renovation/Remodel	
2019	DQ Grill & Chill.....	\$600,000.00
	Renovation/Remodel	
2019	GRDC – ELG Warehouses.....	\$5,600,000.00
	Complete Build	
2019	John XXIII.....	\$80,000.00
	Renovation/Remodel	
2020	WRPA – Eastern Gateway Com. College.....	\$600,000.00
	Renovation/Remodel	
2020	PMHA – Siding Replacement.....	\$300,000.00
	Siding Update	
2020	Mill Creek Wick Recreation.....	\$500,000
	Complete Build	
2020	WRPA – MVCC Training Building.....	\$700,000.00
	Renovation	
2020	Mohawk Elementary School.....	\$800,000.00
	Secure Entrance	
2020	NLMK – Various Jobs.....	\$600,000.00
	Renovation/Remodel	
2021	EGCC.....	\$300,000.00
	Renovation/Remodel	
2021	Wheatland Tube.....	\$1,500,000.00
	Renovation/Remodel	
2021	Moon.....	\$1,800,000.00
	Exterior Renovations/Misc. Additions	

2021	Social Security Administration.....	\$300,000.00
	Renovation/Remodel	
2021	Whole Life Services.....	\$600,000.00
	Office Addition	
2022	Whole Life Services.....	\$500,000.00
	North Addition	
2022	Ashtabula Lakeside.....	\$1,800,000.00
	Fieldhouse	
2023	Mosquito Lake State Park.....	\$800,000.00
	Marina Building	
2023	Alta Behavioral Healthcare.....	\$600,000.00
	Addition	
2023	Western Reserve Port Authority.....	\$452,000.00
	Renovation/Remodel	
2023	Middlefield Township EMS Building.....	\$795,000.00
	Addition	
2023	NLMK .....	\$157,200.00
	Renovation/Remodel	

**Current Construction Projects:**

2023	Millcreek Metro Park Wick Recreational Center...	\$1,800,000.00
	Percentage of work complete: 95%	
2023	Sharon Tube.....	\$5,000,000.00
	Percentage of work complete: 80%	
2024	Morgan History Center.....	\$1,769,900.00
	Percentage of work complete: 0%	

2024 Morgan History Center..... \$988,000.00  
Percentage of work complete: 0%

Website: [www.declanconstruction.com](http://www.declanconstruction.com)

Trade References:

Paul Herman	DQ Grill & Chill - Owner	724-864-6600
Brad Gosser	Greenville Reynolds Development Corp.	724-646-1144
Art Daly	Eastern Gateway Community College	330-553-4168
John O'Brien	Eastern Gateway Community College	330-668-9805
Derric Nugent	The Lakes at Jefferson - Owner	310-925-7971
Frank Ross	F.A. Ross Architects	724-658-1992
Cindy Vogan	Whole Life Services	724-347-5595
Randy Partika	Western Reserve Port Authority- Project Manager	330-501-0447
Justin Rodgers	Millcreek Metro Park Wick Recreational Center	330-207-168
Kevin Willis	Strollo Architects	330-259-9782



TO (OWNER): 1709 E. Prospect Rd.  
Ashtabula, OH 44004

PROJECT: Ashtabula Veterans  
1709 E. Prospect Rd.  
Ashtabula, OH 44004

APPLICATION NO: 1  
PERIOD TO: 6/14/2024

DISTRIBUTION  
TO:  
- OWNER  
- ARCHITECT  
- CONTRACTOR

FROM (CONTRACTOR): Declan Construction  
7013 Warren Sharon Road  
Brookfield, OH 44403

VIA (ARCHITECT):

ARCHITECT'S  
PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for Payment, as shown below, in connection with the Contract.  
Continuation Sheet, AIA Type Document is attached.

The Undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the owner, and that current payment shown herein is now due.

CONTRACTOR: Declan Construction  
7013 Warren Sharon Road Brookfield, OH 44403

- 1. ORIGINAL CONTRACT SUM ..... \$ 647,700.00
- 2. Net Change by Change Orders ..... \$ 0.00
- 3. CONTRACT SUM TO DATE (Line 1 + 2) ..... \$ 647,700.00
- 4. TOTAL COMPLETED AND STORED TO DATE ..... \$ 0.00

5. RETAINAGE:

- a. 0.00 % of Completed Work \$ 0.00
- b. 0.00 % of Stored Material \$ 0.00

Total retainage (Line 5a + 5b) ..... \$ 0.00

6. TOTAL EARNED LESS RETAINAGE ..... \$ 0.00  
(Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT

(Line 6 from prior Certificate) ..... \$ 0.00

8. CURRENT PAYMENT DUE ..... \$ 0.00

9. BALANCE TO FINISH, INCLUDING RETAINAGE

(Line 3 less Line 6) \$ 647,700.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	0.00	0.00
Total approved this Month	0.00	0.00
TOTALS	0.00	0.00
NET CHANGES by Change Order	0.00	

By: \_\_\_\_\_ Date: \_\_\_\_\_

State of: \_\_\_\_\_

County of: \_\_\_\_\_

Subscribed and Sworn to before me this \_\_\_\_\_ Day of \_\_\_\_\_ 20 \_\_\_\_\_

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

My Commission Expires: \_\_\_\_\_

**ARCHITECT'S CERTIFICATE FOR PAYMENT**

In Accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... \$ \_\_\_\_\_

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, Payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

**AIA Type Document  
Application and Certification for Payment**

**TO (OWNER):** 1709 E. Prospect Rd.  
Ashtabula, OH 44004

**PROJECT:** Ashtabula Veterans  
1709 E. Prospect Rd.  
Ashtabula, OH 44004

**APPLICATION NO:** 1  
**PERIOD TO:** 6/14/2024

**DISTRIBUTION TO:**  
\_ OWNER  
\_ ARCHITECT  
\_ CONTRACTOR

**FROM (CONTRACTOR):** Declan Construction  
7013 Warren Sharon Road  
Brookfield, OH 44403

**VIA (ARCHITECT):**

**ARCHITECT'S PROJECT NO:**

**CONTRACT FOR:**

**CONTRACT DATE:**

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
1	Bonds & Insurance	7,500.00	0.00	0.00	0.00	0.00	0.00	7,500.00	0.00
2	General Conditions	39,400.00	0.00	0.00	0.00	0.00	0.00	39,400.00	0.00
3	Demo	18,000.00	0.00	0.00	0.00	0.00	0.00	18,000.00	0.00
4	Footing	2,500.00	0.00	0.00	0.00	0.00	0.00	2,500.00	0.00
5	Flatwork	4,500.00	0.00	0.00	0.00	0.00	0.00	4,500.00	0.00
6	Masonry	25,000.00	0.00	0.00	0.00	0.00	0.00	25,000.00	0.00
7	Adhered Masonry Veneer	18,000.00	0.00	0.00	0.00	0.00	0.00	18,000.00	0.00
8	Structural	800.00	0.00	0.00	0.00	0.00	0.00	800.00	0.00
9	Framing	42,000.00	0.00	0.00	0.00	0.00	0.00	42,000.00	0.00
10	Finish Carpentry	4,500.00	0.00	0.00	0.00	0.00	0.00	4,500.00	0.00
11	MillWork	22,600.00	0.00	0.00	0.00	0.00	0.00	22,600.00	0.00
12	Waterproofing	1,500.00	0.00	0.00	0.00	0.00	0.00	1,500.00	0.00
13	Insulation	2,900.00	0.00	0.00	0.00	0.00	0.00	2,900.00	0.00
14	Frames, Doors, Hardware	26,900.00	0.00	0.00	0.00	0.00	0.00	26,900.00	0.00
15	Storefronts	35,000.00	0.00	0.00	0.00	0.00	0.00	35,000.00	0.00
16	Windows	15,500.00	0.00	0.00	0.00	0.00	0.00	15,500.00	0.00
17	Glazing	15,500.00	0.00	0.00	0.00	0.00	0.00	15,500.00	0.00
18	Drywall	26,900.00	0.00	0.00	0.00	0.00	0.00	26,900.00	0.00
19	Tile	5,600.00	0.00	0.00	0.00	0.00	0.00	5,600.00	0.00
20	Acoustical Ceilings	16,000.00	0.00	0.00	0.00	0.00	0.00	16,000.00	0.00
21	Flooring	69,000.00	0.00	0.00	0.00	0.00	0.00	69,000.00	0.00

**AIA Type Document**  
**Application and Certification for Payment**

**TO (OWNER):** 1709 E. Prospect Rd.  
 Ashtabula, OH 44004

**PROJECT:** Ashtabula Veterans  
 1709 E. Prospect Rd.  
 Ashtabula, OH 44004

**APPLICATION NO:** 1  
**PERIOD TO:** 6/14/2024

**DISTRIBUTION TO:**  
 \_ OWNER  
 \_ ARCHITECT  
 \_ CONTRACTOR

**FROM (CONTRACTOR):** Declan Construction  
 7013 Warren Sharon Road  
 Brookfield, OH 44403

**VIA (ARCHITECT):**

**ARCHITECT'S PROJECT NO:**

**CONTRACT FOR:**

**CONTRACT DATE:**

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
22	Wall Finishes	24,500.00	0.00	0.00	0.00	0.00	0.00	24,500.00	0.00
23	Painting	32,000.00	0.00	0.00	0.00	0.00	0.00	32,000.00	0.00
24	Signage	2,500.00	0.00	0.00	0.00	0.00	0.00	2,500.00	0.00
25	Toilet Accessories	1,800.00	0.00	0.00	0.00	0.00	0.00	1,800.00	0.00
26	Awning	12,500.00	0.00	0.00	0.00	0.00	0.00	12,500.00	0.00
27	Fire Extinguishers	400.00	0.00	0.00	0.00	0.00	0.00	400.00	0.00
28	Plumbing	12,000.00	0.00	0.00	0.00	0.00	0.00	12,000.00	0.00
29	HVAC Equipment	15,000.00	0.00	0.00	0.00	0.00	0.00	15,000.00	0.00
30	Ductwork	36,000.00	0.00	0.00	0.00	0.00	0.00	36,000.00	0.00
31	Light Fixtures	56,000.00	0.00	0.00	0.00	0.00	0.00	56,000.00	0.00
32	Site Clearing	4,700.00	0.00	0.00	0.00	0.00	0.00	4,700.00	0.00
33	Concrete	16,900.00	0.00	0.00	0.00	0.00	0.00	16,900.00	0.00
34	Fence Gate	4,200.00	0.00	0.00	0.00	0.00	0.00	4,200.00	0.00
35	OH & P	29,600.00	0.00	0.00	0.00	0.00	0.00	29,600.00	0.00
<b>REPORT TOTALS</b>		<b>\$647,700.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>0.00</b>	<b>\$647,700.00</b>	<b>\$0.00</b>

**PERSONAL PROPERTY TAX AFFIDAVIT**

Section 5719.042 of the Ohio Revised Code requires that all contracts let by competitive bid cause to be attached, prior to awarding of a contract, a statement affirmed under oath that the person/company with whom the contract is to be made was not charged with any delinquent personal property tax in the county in which the taxing district has territory.

Check one (1) of the following statements:

X  I/We do not owe any Personal Property Taxes in Columbiana, Mahoning, Carroll and/or Jefferson County.

I/We do owe Personal Property Taxes in Columbiana, Mahoning, Carroll and/or Jefferson County in the total amount of \$  - 0 - .

This statement is freely and voluntarily given with full knowledge of the facts, on this

13  day of  June , AD, 20  24 .

**NAME AND ADDRESS OF CONTRACTOR**

William C O'Brien - 7013 Warren - Sharon Road, Brookfield OH 44403

W C O'Brien   
SIGNATURE OF AFFIANT

President   
TITLE OF AFFIANT

Sworn and subscribed to before me this  13  day of  June , 20  24

Mellyssa Calli   
SIGNATURE OF NOTARY PUBLIC

A Notary Public in and for:  Trumbull  County,  Ohio

My Commission expires  March 28, 2028



MELLYSSA COLLINS  
Notary Public  
State of Ohio  
My Comm. Expires  
March 28, 2028

[ SEAL ]

# Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above  
**Declan Construction Inc.**

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ \_\_\_\_\_

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ \_\_\_\_\_

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_  
*(Applies to accounts maintained outside the US)*

5 Address (number, street, and apt. or suite no.) See instructions.  
**7013 Warren - Sharon Rd**

6 City, state, and ZIP code  
**Brookfield, OH 44403**

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type. See Specific Instructions on page 3.

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-				-				
--	--	--	---	--	--	--	---	--	--	--	--

OR

Employer identification number

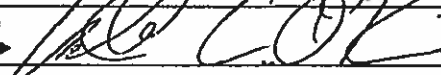
5	7	-	1	2	3	4	1	8	7
---	---	---	---	---	---	---	---	---	---

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign this certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶  Date ▶ **3/28/2023**

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

June 19, 2024

Ashtabula Veterans Project - Designation of Work

Declan Construction will be self-performing the following:

- Supervision
- Most of the Demo
- Foundations
- Framing
- Cabinet Install
- Insulation
- Hollow Metal Frames
- Wood Doors and Hardware
- Drywall
- Acoustical Ceiling
- Flooring
- Bath Accessories
- Flag Poles
- Awning
- Signage

Thank you,

*William C. O'Brien*

William C. O'Brien  
President  
Declan Construction, Inc.



June 19, 2024

Ashtabula Veterans Project – Subcontractors List

Declan Construction will be subcontracting out the following for all other major items of work:

- Tervo Masonry – Masonry
- Donald Lark & Sons, Inc. – Excavation
- Becdel Controls, Inc. – Electrical
- HAVE Mechanical - HVAC
- Frank Novak & Sons Companies - Painting
- Donatelli Contracting – Drywall Finish
- Bayer Crete, Inc. – Concrete

Thank you,

*William C. O'Brien*

William C. O'Brien  
President  
Declan Construction, Inc.



Project:	Ashtabula County Veterans Service Commission	<b>Addendum #</b>	<b>1</b>
Location:	1709 E. Prospect Rd.	Date	May 8, 2024
City, State:	Ashtabula, OH 44004	Project #:	22143.00

---

**The Bidders are hereby informed that the Bid Documents dated 04.24.24 for the referenced project are hereby modified, changed and/or supplemented as specified, described, and set forth in this addendum. Receipt of this addendum shall be noted on the Proposal Form and any associated costs shall be included in the Bid. Upon its issue, the addendum shall become part of the contract documents.**

---

Modifications have been made to Section 001000 – INSTRUCTION TO BIDDERS. Section 1.4: Bidding Procedures, Item B, has been updated below. The complete revised document has been attached to the addendum.

**B. Each bid must include the following:**

1. Form of Proposal in triplicate.
2. Bid Guarantee.
3. Performance Bond.
4. Bidder's full business and telephone number with the Qualification Statement.
5. Signatures:
  - a. Partnership
    - 1) Partnership name followed by signature of one partner.
  - b. Corporation
    - 1) Corporation name followed by signature (and designation) of the President, Secretary, or any other person authorized to sign for the president or Secretary as set forth in a certified corporate resolution.
6. Non-Collusion Affidavit
7. Contractors Qualification Statement
8. **Submit Company's Drug and Employee Screening Policy**
9. Envelope:
  - a. Each bid shall be enclosed in a sealed envelope bearing the title of Work, the name of the bidder, the items being bid upon and the date and hour of the opening.
  - b. Address Bid to: Ashtabula County Veterans Services Commission - Bid

## SECTION 001000 – INSTRUCTION TO BIDDERS

### 1.1 GENERAL

#### A. INTRODUCTION

1. AIA Document A701, Instructions to Bidders, 2018 Edition (bound hereinafter), together with this Section, is designated as Section 00100- Instructions to Bidders, and is so referenced in the Bidding Documents.
2. Modifications to Document A701 are presented in Article 1.2 Below; Supplementary Instructions to Bidders are presented in succeeding Articles of this Section.

### 1.2 MODIFICATIONS TO DOCUMENT A701

#### A. Article 3 - Bidding Documents

3.1.1 See Invitation to Bid

3.4.3 After the words “no later than” substitute two instead of four.

#### B. Article 4 - Bidding Procedures

4.1.6 First line, before first word, insert: "Unless provided otherwise in the Bidding Documents,"; change first letter of first word (Where) to lower case.

#### C. Article 5 - Considerations of Bids

5.1 First line, after the word (Bid) insert: "or Supplementary Instructions to Bidders".

5.3.1 First line, after first (lowest) insert: "and best".

#### D. Article 6 - Post-Bid Information

6.1.1 Add to the Paragraph: "or in conjunction with the Bid."

### 1.3 RECEIPT AND OPENING OF BIDS

A. **Bids will be received until 2:00 p.m., May 24th, 2024, at the Ashtabula County Board of Commissioners, Attn: Lisa Hawkins, Clerk of the Board, 25 W. Jefferson Street, Jefferson, OH 44047.**

B. Bids will be opened publicly and read aloud at that time and place.

#### 1.4 BIDDING PROCEDURES

##### A. Bid Form:

1. In order to receive consideration, make all bids in strict accordance with the following:
  - a. Make bids on the forms provided, therefore, properly executed and with all items filled out. Items of money shall be stated both in writing and figures. The written amount shall govern in the event of any discrepancy. Do not change the wording of the Bid Form. Unauthorized conditions, limitations or provisions attached to the proposal shall be cause for rejection of the proposal. Alterations by erasure of interlineation must be explained or noted in the bid over the signature of the Bidder.
  - b. No telegraphic bid or telegraphic modification of a bid will be considered. No bids received after the time fixed for receiving them will be considered.

##### B. Each bid must include the following:

1. Form of Proposal in triplicate.
2. Bid Guarantee.
3. Performance Bond.
4. Bidder's full business and telephone number with the Qualification Statement.
5. Signatures:
  - a. Partnership
    - 1) Partnership name followed by signature of one partner.
  - b. Corporation
    - 1) Corporation name followed by signature (and designation) of the President, Secretary, or any other person authorized to sign for the president or Secretary as set forth in a certified corporate resolution.
6. Non-Collusion Affidavit
7. Contractors Qualification Statement
8. Submit Company's Drug and Employee Screening Policy
9. Envelope:
  - a. Each bid shall be enclosed in a sealed envelope bearing the title of Work, the name of the bidder, the items being bid upon and the date and hour of the opening.
  - b. Address Bid to: Ashtabula County Veterans Services Commission - Bid

#### 1.5 ACCESS TO BIDDING DOCUMENTS

##### A. Loan/Deposit:

1. Bidding Documents will be issued to Bidders upon receipt of a \$127.44(includes tax) for each Printed Set issued or \$75.00 for Electronic Documents, non-refundable. Cost of delivery is in addition to cost of documents to be paid by requesting bidder.
2. Make checks payable to Blue Streak Services. Send or deliver checks to the office of Blue Streak Services, 25001 Emery Rd., Cleveland, OH 44128. Phone: (216) 223-3203.

3. Bidders may purchase additional or partial sets as described in Paragraph B of this Article.

**B. Purchase:**

1. Bidders, sub-bidders and others may purchase partial or complete sets of Bidding Documents through Blue Streak Services at the cost of printing and delivery. Charges will be billed to the purchasing party by the printing company. Responsibility of using partial sets of documents is solely the responsibility of the purchaser and not the owner or architect.
2. Addenda and additional or revised documents will be issued and included as part of the cost.

**1.6 BID SECURITY**

- A. Furnish bid security in the form and amount required under Division 00 - Bid Security.

**1.7 PERFORMANCE BOND AND PAYMENT BOND**

- A. Prior to signing the Contract, unless the successful Bidder has previously furnished a Bid Guaranty and Contract Bond as described above, the successful Bidder shall secure and post a Payment and Performance Bond in the full amount of the bid tendered and in substantially, the form attached and set forth in Section 153.57 of the Revised Code. All such Bonds shall be issued by Surety authorized to transact business in the State of Ohio and acceptable to the Owner.
- B. The bidder shall require the attorney in fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of this power of attorney indicating the monetary limit of such power.

**1.8 CONTRACTORS QUALIFICATION STATEMENT**

- A. Together with the Bid, submit one completed copy of AIA Document A305, Contractor's Qualification Statement (2020 Edition) with the following modifications:

**Revised May 8, 2024**

1. Page 5, Items 5.1 and 5.2: Delete requirement for attachment of financial statement; financial statement need not accompany Qualification Statement. However, on request of the Owner subsequent to opening of bids, submit financial information described.

#### 1.9 TAX EXEMPT STATUS

- A. The Project is exempt from Ohio Sales, Use and Manufacturers Excise taxes. Tax exemption certificates will be furnished to Contractor(s) by the owner.

#### 1.10 WAGE RATES

- A. Rates of payment to laborers and mechanics are governed by provisions of Division 00 Wage Rates. File appropriate documentation required by those provisions.

#### 1.11 TIME OF COMPLETION

- A. Time for completion of the Work is estimated from the date of commencement.
- B. The Contractor will enter in the Bid Form the Bidder's estimate of the time required for completion of the Project. The Bidder's estimate of time will not be considered in awarding contracts.
- C. The successful Contractor shall submit an approximate schedule for the phases of work anticipated.
- D. Liquidated Damages: See Supplementary Conditions 3.5.2.

#### 1.12 SUBSTITUTIONS

- A. Subparagraph 3.3.2 of AIA Document A701 specifies time restrictions and other requirements for submitting requests for Substitutions during the bidding period.
- B. Requests for Substitutions at time of bidding may be submitted by completing the "Substitution Sheet" accompanying the Bid Form, and providing supporting data required for evaluation of proposed Substitutions.
- C. Submit supporting data with Bid; supporting data shall consist of drawings, data, information and statements as required by Subparagraph 3.3.2 of AIA Document A701 for Substitutions prior to receipt of Bids.
- D. Do not use proposed Substitutions in preparing Bids; base Bids only on products specified or approved prior to receipt of Bids.
- E. Division 01 specifies time restrictions and other requirements for submitting requests for Substitutions after award of Contract.

**1.13 EXAMINATION OF DRAWINGS**

- A. Before submitting a bid, each bidder shall attend the Pre-Bid Meeting, carefully examine the Drawings, read the Specifications, Addenda and all other Contract Document, and visit the site of the Work. Each bidder shall fully inform himself/herself prior to bidding as to all existing conditions and limitations under which the Work is to be performed and shall include in their bid a sum to cover all costs of all items necessary to perform the Work as set forth in the Contract Documents. No allowance will be made to any bidder because of lack of such examination or knowledge.
- B. All terms not otherwise defined herein shall have the meanings to them in the General Conditions of the Contract for Construction, Supplementary Conditions and Standard Form of Agreement Between Owner and Contractor.

**1.14 INTERPRETATION OF CONTRACT DOCUMENTS PRIOR TO BIDDING**

- A. If any person contemplating submitting a bid for construction of the Work is in doubt as to the true meaning of any part of the Contract Documents, or finds discrepancies in or omissions from any part of the Contract Documents, they shall submit to the Architect a written request for interpretation thereof not later than seven (7) days before bids will be opened. The person submitting the request shall be responsible for its prompt delivery.
- B. Any interpretation or correction of the Contract Documents will be made only by Addendum and will be e-mailed or delivered to each purchaser of a complete set of Contract Documents.
- C. Oral information is informal and has no status unless confirmed in writing. The Owner will not be responsible for any other explanations or interpretations of the Contract Documents.
- D. Addenda issued shall become a part of the Contract Documents.

**1.15 AWARD OR REJECTION OF BIDS**

- A. The Contract, if awarded, will be awarded to the lowest qualified bidder who has proposed the lowest Contract Sum for each trade or combination of trades, subject to the Owner's right to reject any or all Bids and to waive informality and irregularity in the bids and in the bidding to the extent permitted by law.
- B. The Contract shall be executed and entered into by the successful bidder within ten (10) days after receipt of written notification of award by the Contracting Authority.
- C. Acceptance of the proposal of any Bidder shall not be binding upon the Owner until a written agreement stipulating all conditions and provisions of the work to be performed by the successful bidder, has been executed by both the Owner and the successful Bidder.
- D. Bids should be held enforced for sixty (60) days from submission. Alternates should be held until selected for inclusion but not for more than one hundred and twenty (120) days.

## 1.16 EXECUTION OF AGREEMENT

- A. Each Bidder to whom a Contract is awarded by the Owner shall, within ten (10) days after receipt of notification of award and receipt of contract forms from the Owner, sign and deliver to the Owner four (4) completed contract packages, each containing the following documents:
1. Standard Form of Agreement between Owner and Contractor.
  2. Payment and Performance Bond in accordance with Section 153.57 of the Revised Code, unless a Bid Guaranty and Contract Bond was Furnished by the successful Bidder with his bid in accordance with Sections 153.54 (A) (1) and 153.571 of the Revised Code.
  3. The policies of insurance or insurance certificates as required by the Contract Documents.
  4. Per Section 5718.042 of the Ohio Revised Code, submit a statement that no delinquent personal property taxes are owed to the taxing district in which the project is located. Should the Bidder be delinquent in this tax at the time of bidding, the Bidder shall set forth on a statement the amount owed, including all penalties and interest thereon. A copy of the statement requested above shall be incorporated into the contract and transmitted to the County Treasurer within thirty (30) days.
  5. Schedule of Values (labor, materials, overhead and profit) for each major item of work as phased included in the bid to be utilized for periodic payment requests. This division of the Contract is subject to review and approval of the Architect before acceptance.
  6. Designation of the Work
    - a. A designation of the Work to be performed by the bidder with his own forces.
    - b. The names of the subcontractors, persons or organizations proposed for all other major items of work.
    - c. A schedule of work and a phasing diagram shall be provided and acceptable to the Owner.
- B. Objections to the Designated Subcontractor, Person or Organization:
1. If either the Owner or the Architect has a reasonable and substantial objection to any subcontractor, person, or organization submitted by the Bidder for approval, then the Architect will notify the Bidder in writing of such objection.
  2. If the Owner or Architect thus refuses in writing to accept such Subcontractor, person or organization, the Bidder may, at his option, withdraw their bid without forfeiture of bid security.
  3. If the Bidder submits an acceptable substitute, which incurs an increase in his bid price to cover the difference in cost occasioned by such a substitution, the Owner may, at his discretion, accept the increased bid price or may disqualify the bidder.
  4. Subcontractors, organizations, and other persons proposed by the Bidder and accepted by the Owner and the Architect must be used on the work for which they were proposed and accepted and shall not be changed except with the written approval of the Owner and the Architect.

- C. The Owner shall approve all bonds and policies or certificates of insurance before the successful bidder may proceed with the Work.
- D. Failure or refusal to furnish bonds, insurance policies, or certificates in a form satisfactory to the Owner shall subject the bidder to loss of time from the allowable construction period equal to the time of delay in furnishing the required material.

1.17 PRE-BID CONFERENCE:

- A. Pre-Bid conference will be held at the project site as announced.

PART 2 - MATERIALS: NOT USED

PART 3 - EXECUTION: NOT USED

END OF SECTION 001000

Project:	Ashtabula County Veterans Service Commission	Addendum #	2
Location:	1709 E. Prospect Rd.	Date	May 21, 2024
City, State:	Ashtabula, OH 44004	Project #:	22143.00

The Bidders are hereby informed that the Bid Documents dated 04.24.24 for the referenced project are hereby modified, changed and/or supplemented as specified, described, and set forth in this addendum. Receipt of this addendum shall be noted on the Proposal Form and any associated costs shall be included in the Bid. Upon its issue, the addendum shall become part of the contract documents.

The following responses below are the result of the pre-bid questions that have been received by Onyx Creative, Inc. for the above referenced project. The questions and answers below are listed in any order of importance.

1. Per note 5 on sheet A1.0, are we to provide a bullet resistant transaction drawer only or are we to also provide pricing for a bullet resistant window per Elevation 1B/A3.4?

**Response:**

**The window above the new transaction door is an existing bullet proof window, that will be relocated from the existing facility located at 1212 Lake Avenue, and reinstalled that this new location. Approximate size is 37 5/8" w x 35 1/8"h.**

2. What bullet resistant level is required for either of these products? If a window is to be included, should we assume TSS is the preferred manufacturer, and what product specifically should we quote?

**Response:**

**Minimally - Level One.  
Refer to the response above.**

3. A1- Note #8, Any direction on specs and source for laminate Enclosure?

**Response:**

**Refer to the attached sketch SK-A1 and SK-A2 for additional information.**

4. A3.6 - Elevations at glazed tile at exterior walls call out ext. paint. Concerned how its prepped and has Sherwin Williams rep looked at site to verify proper coatings with both exterior brick and mortar and interior tile and grout?

**Response:**

**The Sherwin Williams rep has not been out to site but did see a photograph of the interior glazed tile and gave recommendations based on that. These recommendations are in note 5/A3.0. Exterior painting has not been discussed with the local SW rep. For the exterior a mock-up section has been indicated to be provided. This information is located on the exterior material schedule located on Sht. A4.0.**

5. A5- Can frost slab be constructed as one large mass vs. the legs and open spaces?

**Response:**

**Proposed frost slabs to be designed per the plans.**

6. Sht. A6 - Is a field office required, can a contractor designate space within a building project? Is the temp. power, heat and cooling the contractor responsibility or the builders? Phone Service and Telecommunications a necessary requirement?

**Response:**

**Rather than having a separate field office, the contractor may designate a space within the building. The contractor is still responsible for phone service and telecommunications must exist and can be cellular in nature.**

7. Will there be any exterior signage that's needed for this addition?

**Response:**

**The vinyl applied signage and lettering on the existing blue sign fascia as well as the existing pole mounted sign panel will be handled by the Owner (ACVS). The painted Ashtabula "A" logo will be provided by the GC.**

8. Is the technology / low-voltage part of the scope, or is the Owner's vendor taking care of this?

**Response:**

**The Owner's vendor will be handling this scope of work.**

9. Kawneer has been called out on the plans for the storefront material, is YKK acceptable?

**Response:**

**The Kawneer system indicated, was the basis of our design. Alternate storefront systems will be accepted if they comply with the performance requirements indicated in the plans and specifications.**

10. Is the use of MC cable in the enclosed ceiling and walls acceptable?

**Response:**

**Per the NEC 330.10(A), MC cabling is permitted to be used in these locations.**

11. On Sht. E2.0, noted by Vestibule 100 / Reception 103 references panel to be demolished and removed back to the source. The only panel shown in this area is Panel "C" that I believe is existing to remain. The one-line diagram does not show any panel being removed.

**Response:**

**This existing phone & data panel indicated on the plans to be removed, will remain as-is. The new interior perimeter furred wall will be built around this existing panel. All existing surface mounted outlets are to be modified to accommodate new furred walls.**

12. Please provide the scope for lighting in restrooms 103 & 104? There is a symbol with "EX" but no "EX" designation on the fixture schedule.

**Response:**

The lights labeled "EX" are existing fixtures are to be rewired to indicated circuit. Refer to Sht. E2.0 keyed note 3.

13. Is there a specific brick paver manufacturer and model for the warrior walk?

**Response:**

The basis of design for the paver to be used for the "Warrior Walk" area was, The Kings Court 4x8 Holland Pavers, Color: Ruby, Manufacturer: Cambridge Pavers. Alternate paving manufacturers will be accepted that comply with the same size and color selected.

14. Are there specific manufacturers for the utility brick or thin brick shown?

**Response:**

Since it has been planned to paint the overall building, a specific manufacture has not been specified. The selected thin brick veneer will need to match the same size and texture of the existing utility brick.

15. Is that a window located in the wall between Office 108 and Reception 106? If so, is it hollow metal with glazing only or an aluminum window and I supply frame and glass?

**Response:**

The window shown on the plan between Office 108 and Workroom 106 is an existing window that will remain in place. It will be covered over by the furred-out walls.

16. Detail A on A3.7 shows a continuous backsplash with PL-3 finished listed. Please provide PL-3 manufacturer and finish as this is not listed in the finish schedule.

**Response:**

Should read PL-1. There is no PL-3 being used.

17. Is there a specific percentage anticipated for ceiling tile replacement where grid remains?

**Response:**

For bidding purposes anticipate +/- 20%.

18. Please provide locations for interior signage specific to tactile exit signage.

**Response:**

One sign will be located at each of the following door locations: 100B, 116, 121B. The exact location at each door will be clarified in the next issued set of drawings.

19. General Note on A2.0 indicates R-49 across entire ceilings. Please confirm scope for any insulation above ceiling.

**Response:**

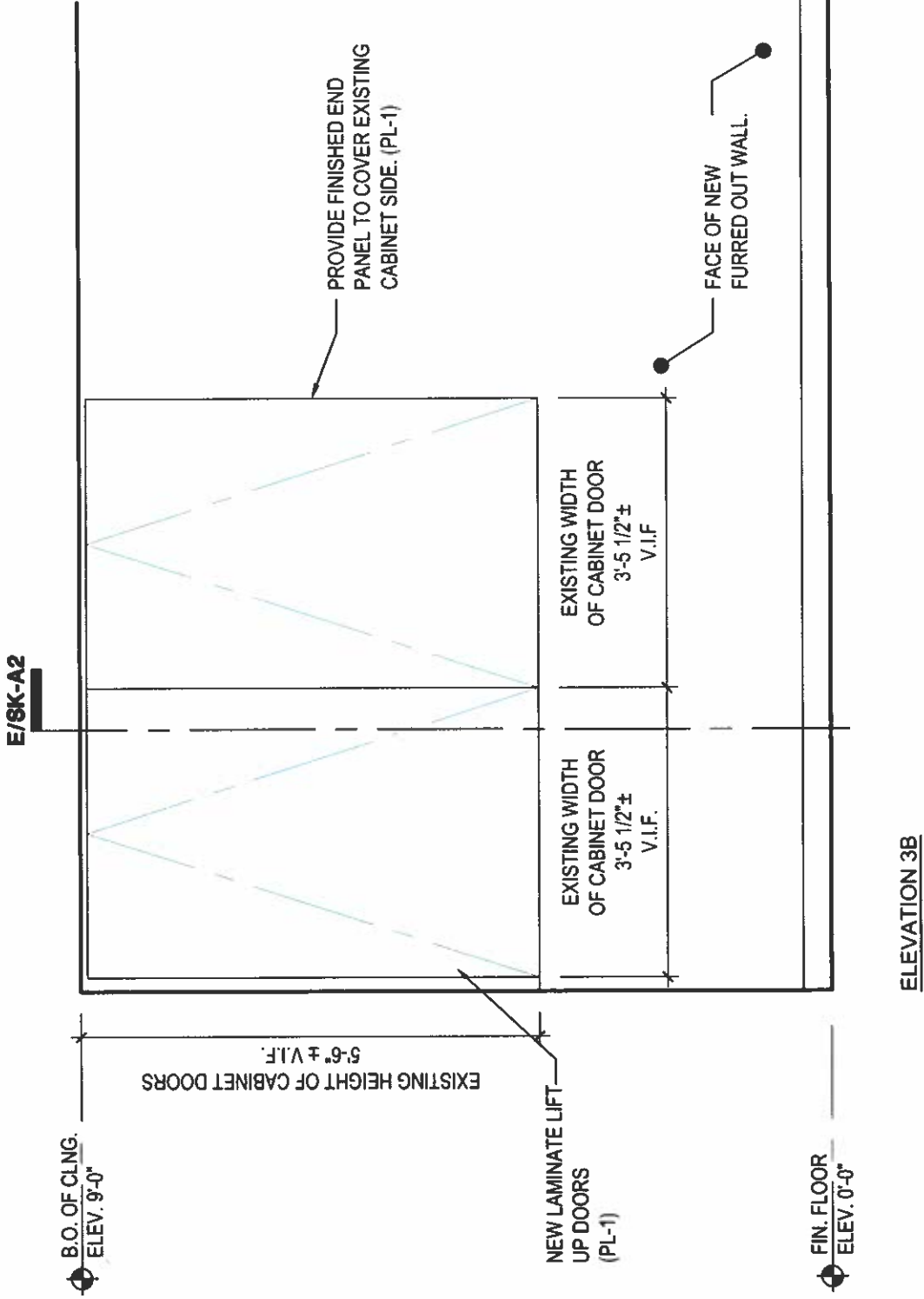
Insulation above ceiling will occur in the office area from door 101 all the to the north end of the building.

Date: 05-21-24

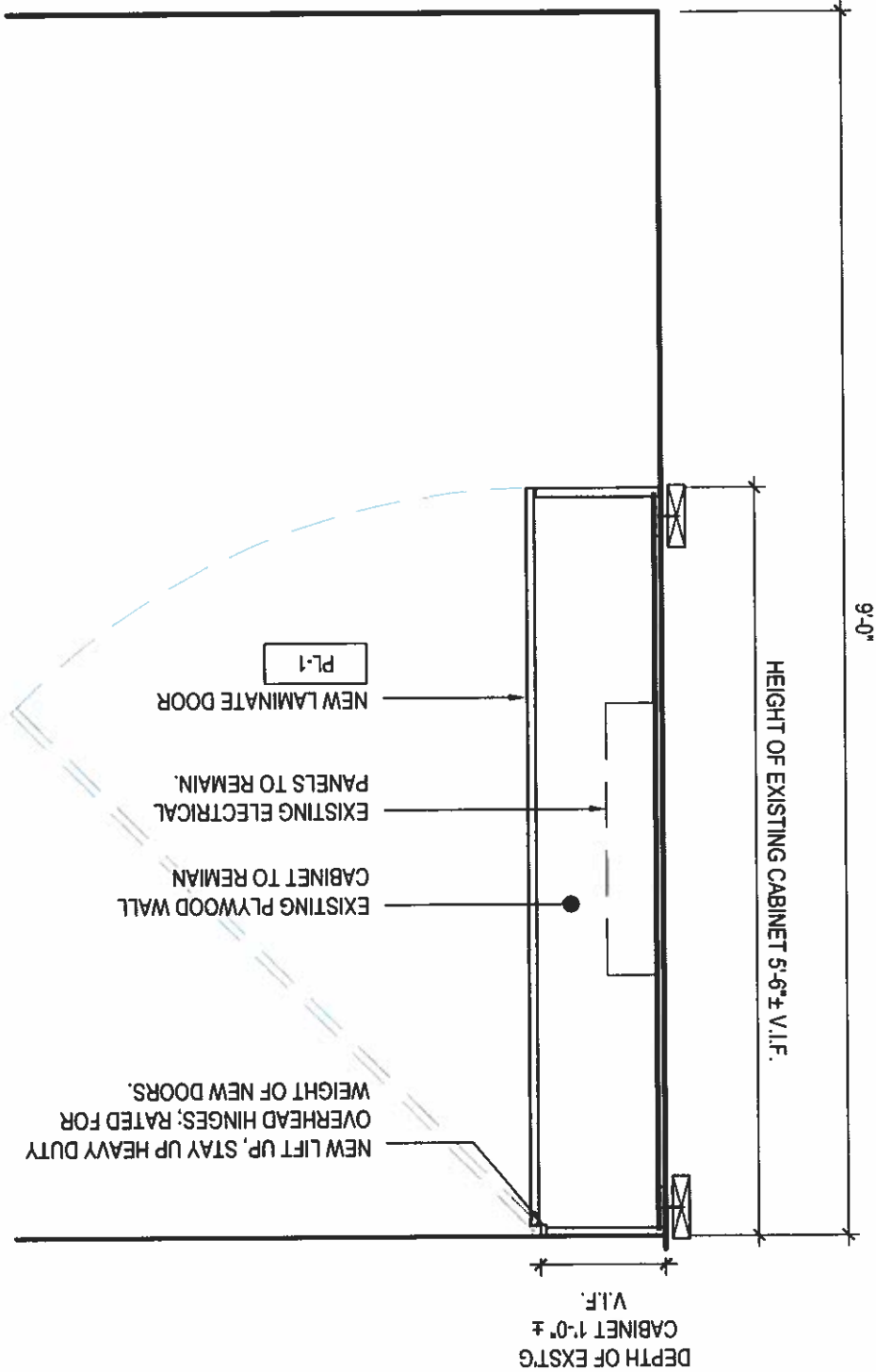
Proj. No. 22143

Drawn By: BMH

**SK-A1**



**E**  
**ELECTRICAL**  
**CABINET SECTION**  
 3/4"=1'-0"



Project: Ashtabula County Veterans Service Commission  
 Location: 1709 E. Prospect Rd.  
 City, State: Ashtabula, OH 44004

**Addendum #** 3  
**Date** May 22, 2024  
**Project #:** 22143.00

**The Bidders are hereby informed that the Bid Documents dated 04.24.24 for the referenced project are hereby modified, changed and/or supplemented as specified, described, and set forth in this addendum. Receipt of this addendum shall be noted on the Proposal Form and any associated costs shall be included in the Bid. Upon its issue, the addendum shall become part of the contract documents.**

The following responses below are the result of the pre-bid questions that have been received by Onyx Creative, Inc. for the above referenced project. The questions and answers below are listed in any order of importance.

1. On sheet D1.0, keynote 4, the existing toilet partition is to remain is pointing at exterior wall by the glass block are to be removed.

**Response:**

**On sheet D1.0, for the note along the exterior wall near the glass block windows, the note number should be 17 not 4. In the keynote list, note 17 should read "Remove existing wainscoting and paneling."**

2. Keynote 11 is pointing at man doors not aluminum doors. Some of doors are being directed to demo are existing to remain on the door schedule.

**Response:**

**On sheet D1.0, the note next to the non-aluminum doors 103, 104, 111, 116, 117, 118, (note 11) should be changed to a new keynote #20 that reads "Existing door to remain. Refer to sheet A1.0 for hardware notes."**

3. They are reference detail 1 and detail 2 on A3.2 but there are no details on A3.2

**Response:**

**On sheet A1.0, Detail 1/A3.1 for Restroom 109 should read "1/A3.5". Detail 1/A3.2 for Restroom 103, 104, and 118 should read "1/A3.6"**

**FISCAL OFFICER'S CERTIFICATE**

5705.41 O.R.C.

The undersigned, County Auditor of Ashtabula County, hereby certifies that the amount required to meet the obligations of the County during the year 2024 under the Agreement has been lawfully appropriated for that purpose, and is in the Treasury of the County or in the process of collection to the credit of:

4016.205.100-850.0001 – Capital Outlay \$647,700

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**Agreement Title: 2024 Additions and Alternations Project for Property Located at 1709 E. Prospect Rd, Ashtabula, Ohio 44004**

**Between:** Declan Construction Inc. and Ashtabula County Commissioners



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**David Thomas**  
Ashtabula County Auditor

Date: 6/17/24



**CERTIFIED MAIL  
NOTICE OF FURNISHINGS  
STATE OF OHIO-PRIVATE PROJECTS  
Pursuant to SS 1311.05 of the Ohio Revised Code**

This notice is sent to the following parties:

**Property Owner:**  
Ashtabula County Commissioners  
25 West Jefferson St.  
Jefferson, OH 44047

**Notice Sent from (Noticing Party):**  
HAVE LLC  
2101 Aetna Rd.  
Ashtabula, OH 44004

Services have been contracted by  
**Hiring Party:**  
**Declan Construction Inc**  
7013 Warren Sharon Rd.  
Brookfield, OH 44403

**YOU ARE HEREBY NOTIFIED THAT** the Noticing Party has furnished or will furnish labor, services, equipment, or materials, of the following description (the **Services**): HVAC work as shown on mechanical plans and specifications dated April 24, 2024 as well as bid clarifications, including Mini Split Systems, refrigerant piping, insulation as specified, exhaust fans, louvers, air testing & balancing, duct cleaning. Exclusions listed on proposal.

Property address where the Services are furnished or to be furnished (the **Project**): Ashtabula County Veterans Service Commission, 1709 East Prospect Rd., Ashtabula, OH 44004

The undersigned (above identified as Noticing Party) notifies you that the undersigned has furnished or performed or will furnish or perform the above-indicated Services for improvement of real property identified above as the Project, under order given by the above-indicated Hiring Party. The Services were first furnished or performed or will be furnished or performed beginning on June 20, 2024.

**WARNING TO OWNER. THIS NOTICE IS REQUIRED BY THE OHIO MECHANICS' LIEN LAW. IF YOU HAVE ANY QUESTIONS ABOUT YOUR RIGHTS AND DUTIES UNDER THESE STATUTES, YOU SHOULD SEEK LEGAL ASSISTANCE TO PROTECT YOU FROM THE POSSIBILITY OF PAYING TWICE FOR THE IMPROVEMENTS TO YOUR PROPERTY.**

HAVE LLO

BY  \_\_\_\_\_

Jason Stuyvesant, Vice President  
Print name & title

2101 Aetna Rd.  
Ashtabula, OH 44004

Date: 6/20/2024