

RESOLUTION APPROVING THE CONSTRUCTION CONTRACT BETWEEN WINWATER OF AKRON AND ASHTABULA COUNTY FOR THE AMI METER PROJECT, ACDES

WHEREAS, Doug Starkey, Director of the Ashtabula County Department of Environmental Services, has presented a Contract for the approval of the Board, to-wit:

- PARTIES:** Ashtabula County Department of Environmental Services, 36 W. Walnut St., Jefferson, OH 44047
Ashtabula County Commissioners, 25 West Jefferson St., Jefferson, OH 44047
Winwater of Akron, 2600 S. Arlington Rd., Akron, Ohio 44319
- SCOPE:** Winwater of Akron to provide Ashtabula County Dept of Environmental Services construction services, labor, materials, equipment, and all things collectively called "work" in Exhibit A, pertinent to the AMI meter project.
- COST:** Not to Exceed, contracted sum of \$2,075,771.83 and a 10% contingency for alternate unit priced items.
- TERM:** The term of this agreement shall commence on the Effective Date and continue through 365 days from the Notice to Proceed, unless otherwise terminated earlier.

WHEREAS, this Board of Commissioners concurs with the recommendation of the Director and finds this contract to be reasonable and necessary; now

THEREFORE, BE IT RESOLVED, By the Board of Commissioners of Ashtabula County, Ohio that the Contract noted above is approved in accordance with the copy 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. 2024-305

June 20, 2024

**RESOLUTION APPROVING THE CONSTRUCTION CONTRACT BETWEEN
WINWATER OF AKRON AND ASHTABULA COUNTY FOR THE AMI METER
PROJECT, ACDES**

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.



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

NOTICE OF AWARD

TO: Winwater of Akron
2600 S. Arlington Road
Akron, Ohio 44319

PROJECT: ASHTABULA COUNTY AMI WATER METER PROJECT

You are notified that your Bid which was opened on 2/16/24 has been accepted for items in the amount of \$2,075,771.83 at the unit bid prices as 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.

ACKNOWLEDGMENT OF AWARD

ASHTABULA COUNTY COMMISSIONERS

WINWATER OF AKRON



Lisa Hawkins
County Clerk of the Commissioners



Matt Huebner
President

RESOLUTION RECEIVING BIDS AND AWARDING TO WINWATER OF AKRON FOR THE AMI WATER METER PROJECT, WPCLF FUNDED PROJECT, ACDES

WHEREAS, On January 23, 2024, by Resolution No 2024-65, bids were ordered, and on February 9, 2024, bids were received for the AMI Water Meter Project, as follows:

Bidder	TOTAL
Winwater of Akron	\$2,075,771.83
Neptune Equipment Co.	\$2,474,444.77
Core & Main	\$2,692,647.50
Opinion of Probable Cost:	\$2,332,000.00

WHEREAS, Douglas Starkey, Director of the Ashtabula County Department of Environmental Services, along with CT Consultants and staff, reviewed the bids and has recommended the bid be awarded to **Winwater of Akron, 2600 S. Arlington Rd., Akron. OH 44319, for the total bid of \$2,075,771.83**, as the lowest and best bid received; and

WHEREAS, this Board would concur with that recommendation; now

THEREFORE, BE IT RESOLVED, By the Board of Commissioners of Ashtabula County, Ohio, that the bid for the AMI Water Meter Project be awarded to Winwater of Akron, as outlined above.

**ASHTABULA COUNTY COMMISSIONERS
CERTIFICATION PAGE**

Resolution No. 2024-143

March 12, 2024

**RESOLUTION RECEIVING BIDS AND AWARDING TO WINWATER OF AKRON FOR
THE AMI WATER METER PROJECT, WPCLF FUNDED PROJECT, ACDES**

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

VOTE:

Kathryn L. Whittington

Aye

J.P. Ducro IV

Aye

Casey R. Kozlowski

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.



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

PROJECT: Ashtabula County AMI Water Meter Project
 OWNER: Ashtabula County Board of Commissioners
 PROJECT NO.: 231319
 BID OPENING DATE: 2/16/2024
 BID TABULATION

Ref No.	Item No.	Description	Quan.	Unit	Winwater of Akron			Neptune Equipment Company			Core & Main					
					Unit Price Labor	Unit Price Material	Total Unit Price	Unit Price Labor	Unit Price Material	Total Unit Price	Item Total	Item Total	Total Unit Price	Item Total		
PART A: ITEMS TO BE INSTALLED																
1	330908.03	AMI System Integration, Setup, Training & Mobilization	1	LS	0.00	0.00	162,391.89	0.00	0.00	84,191.95	0.00	0.00	84,191.95	0.00	0.00	90,700.00
2	330908.03	Billing Interface	1	LS	0.00	0.00	5,880.00	0.00	0.00	5,000.00	0.00	0.00	5,000.00	0.00	0.00	0.00
3	330908.03	Android Steath Handheld Software	2	EA	0.00	1,764.71	3,529.42	0.00	5,500.00	5,500.00	0.00	0.00	11,000.00	0.00	0.00	3,500.00
4	330908.03	Bluetooth Radio for Programming MUs	2	EA	0.00	411.77	823.54	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,100.00	2,200.00
5	330908.03	Steath LoRa Collectors	11	EA	0.00	0.00	44,400.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	177,000.00
6	330908.03	MIU & Connection to existing Water Meter or Touch Read located on inside of house structure	973	EA	133.59	126.67	260.26	134.92	121.25	256.17	249,253.41	118.00	175.00	293.00	285,069.00	
7	330908.03	MIU & Connection to existing Water Meter Touch Read located on outside of house structure, Complete	1,494	EA	97.72	130.56	228.28	77.96	148.75	226.71	338,704.74	98.00	175.00	271.00	404,874.00	
8	330908.03	5/8" x 3/4" Indoor Water Meter Replacement with MIU & Connection	2,196	EA	155.73	215.53	371.26	145.84	292.50	438.34	962,594.64	150.00	315.20	465.20	1,021,579.20	
9	330908.03	5/8" x 3/4" Outside Water Meter Replacement with MIU & Connection	945	EA	131.83	214.53	346.36	88.88	320.00	408.88	386,391.60	128.00	323.20	451.20	426,384.00	
10	330908.03	1" Indoor Water Meter Replacement & MIU Installation & Connection	17	EA	143.77	258.86	402.63	145.84	356.25	502.09	8,535.53	150.00	410.30	560.30	9,525.10	
11	330908.03	1" Outside Water Meter Replacement & MIU Installation & Connection	14	EA	439.41	412.35	851.76	443.83	726.25	1,170.08	21,061.44	350.00	793.00	1,143.00	20,574.00	
12	330908.03	1.5" Indoor Water Meter Replacement & MIU Installation & Connection	18	EA	489.16	411.35	900.51	443.83	753.75	1,197.58	21,197.58	350.00	618.00	968.00	968.00	
13	330908.03	1.5" Outside Water Meter Replacement & MIU Installation & Connection	1	EA	439.41	499.52	938.93	525.13	853.75	1,378.88	26,198.72	350.00	1,697.00	2,047.00	38,893.00	
14	330908.03	2" Indoor Water Meter Replacement & MIU Installation & Connection	19	EA	489.16	498.53	987.69	525.13	881.25	1,406.38	26,724.66	350.00	1,697.00	2,047.00	38,893.00	
15	330908.03	2" Outside Water Meter Replacement & MIU Installation & Connection	7	EA	1,237.36	1,319.81	2,557.17	1,317.84	2,337.50	3,655.14	18,275.70	1,350.00	2,102.00	3,452.00	14,329.00	
16	330908.03	3" Indoor Water Meter Replacement & MIU Installation & Connection	5	EA											17,260.00	
PART B: ITEMS TO BE INSTALLED AS DIRECTED BY ENGINEER																
17	331900.03	Additional 5/8" x 3/4" meters w/ register	50	EA	0.00	111.35	5,567.50	0.00	171.25	171.25	8,582.50	0.00	148.00	148.00	7,400.00	
18	331900.03	Minor Carpentry Repairs as directed	50	EA	274.17	0.00	13,708.50	179.09	100.00	279.09	13,954.50	250.00	0.00	250.00	12,500.00	
19	331900.03	Replacing Non-Functioning Shut-Off Valve inside building, 1" diameter or smaller, As Directed	100	EA	270.63	16.29	286.92	179.09	60.00	239.09	23,909.00	185.00	25.00	210.00	21,000.00	
20	331900.03	5/8" tail piece, coupling nut, and washers	50	EA	130.75	16.22	146.97	89.55	65.00	154.55	7,727.50	30.00	10.10	40.10	2,005.00	
21	330908.03	Service Agreements & Warranties for Years 2-5	1	LS	0.00	0.00	0.00	0.00	0.00	291,424.48	291,424.48	0.00	0.00	0.00	129,191.00	
Total Bid Amount											2,075,771.83	2,474,444.77	2,692,847.50			

AGREEMENT

This AGREEMENT, made this _____ day of _____, 2024 (the "Effective Date") between Winwater Akron OH Co. (the "Contractor"), with offices at 2600 S. Arlington Rd. Akron, OH 44319, and Ashtabula County, 25 W. Jefferson St., 2nd Floor, Old Courthouse, Jefferson, OH 44047 (the "County") for The Ashtabula County **AMI Water Meter Project** 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 January 24, 2024 (collectively, the "Contract Documents") which incorporated by reference as if fully set forth herein. In the event of inconsistencies within or between this Agreement and the Contract 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 365 Days from the Notice to Proceed (the "Completion Date"), unless otherwise terminated earlier as provided below (the "Term").

ARTICLE III COMPENSATION AND PAYMENT

3.1 The Contractor's total compensation for the Work shall be \$2,075,771.83 (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 Contract Documents may be deducted from any Application for Payment by the County's Representative.

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

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

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

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

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

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

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

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

ARTICLE IV SCHEDULE

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

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

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

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

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

ARTICLE V CHANGES

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

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

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

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

ARTICLE VI WARRANTIES

In addition to any other warranties, guarantees, or obligations set forth in the Contract Documents or applicable as a matter of law and not in limitation of the terms of the Contract 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 Contract Documents, the Contractor, in addition to any other requirements in the Contract 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 the Contract Documents.

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

entitled to be indemnified from the amounts otherwise due the Contractor under the Contract Documents.

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

ARTICLE VIII SUSPENSION AND TERMINATION

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

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

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

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

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

If this Agreement is terminated without cause for the County's convenience and there exists an event of the Contractor's default, as defined in this Agreement, the Contractor shall be entitled to receive only such sums as it would be entitled to receive following the occurrence of an event of

default under this Agreement. The termination of this Agreement shall be without prejudice to any rights or remedies that exist at the time of termination.

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

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

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

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

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

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

ARTICLE IX DISPUTE RESOLUTION

9.1 If any dispute or difference of any kind (a "Dispute") arises between the Parties in connection with, or arising out of, this Agreement, the Contractor and County within 30 days shall attempt to settle such Dispute in the first instance through discussions. The designated representatives of Contractor and County shall promptly confer and exert their best efforts in good faith to reach a reasonable and equitable resolution of such Dispute. If the representatives

are unable to resolve the Dispute within fifteen (15) Business Days, the Dispute shall be referred within two (2) Business Days of the lapse of the fifteen (15) Business Day period to the responsible senior management of each party for resolution. Neither party shall seek any other means of resolving any Dispute arising in connection with this Agreement until the responsible senior management of Parties have had at least an additional fifteen (15) Business Days to resolve the Dispute following referral of the Dispute to them.

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

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

ARTICLE X MISCELLANEOUS

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

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

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

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

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

10.6 Notices, requests, or demands by either party shall be in writing, unless otherwise expressly authorized, and shall be personally served, forwarded by expedited messenger service, sent by facsimile transmission, or be given by registered or certified mail, return receipt requested, postage prepaid, and, in the case of the County, addressed to the address/FAX number set forth at the beginning of this Agreement with a copy 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.

Winwater Akron OH Co.:

By: 
Its: Matt Huebner, President

Date: 6/12/2024

Ashtabula County Board of County Commissioners:

By: 
Its: President

Date: 6-20-24

Approved as to Legal Form:

Date: _____

Colleen M. O'Toole,
Ashtabula County Prosecutor

EXHIBIT A
CONTRACT DOCUMENTS

The Contract Documents shall consist of the following:

1. Advertisement for Bids/Public Notice to Bidders
2. Instruction to Bidders
3. Bid Forms and Proposal
4. Contract Forms and Exhibits
5. Contract Bond – ORC 153.571 or ORC 153.57
6. Contract Provisions
7. General Conditions
8. Supplementary Conditions as revised by the Ashtabula County Prosecutor's Office
9. Specifications
10. Specific Project Requirements
11. Prevailing Wage Rate Schedule
12. Contract Drawings

SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (EJCDC C-700, 2007 ed.) (“General Conditions”) and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented herein or in the Specific Project Requirements remain in full force and effect.

The terms used in these Supplementary Conditions which are defined in the General Conditions have the meaning assigned to them in the General Conditions.

Article 10 of the General Conditions is deleted in its entirety. Any and all references to any paragraph of Article 10 of the General Conditions shall be replaced with references to Article V of the Agreement.

Article 12 of the General Conditions is deleted in its entirety. Any and all references to any paragraph of Article 12 of the General Conditions shall be replaced with references to Article V of the Agreement.

Article 14 of the General Conditions is deleted in its entirety. Any and all references to any paragraph of Article 14 of the General Conditions shall be replaced with references to Article III of the Agreement.

Article 15 of the General Conditions is deleted in its entirety. Any and all references to any paragraph of Article 15 of the General Conditions shall be replaced with references to Article VIII of the Agreement.

Article 16 of the General Conditions is deleted in its entirety. Any and all references to any paragraph of Article 16 of the General Conditions shall be replaced with references to Article IX of the Agreement.

Additionally, the following specific provisions of the General Conditions are amended as set forth below:

SC-2.02 Delete paragraph 2.02(A) in its entirety and insert the following in its place:

Owner shall furnish one (1) printed/hard copy of the drawings and Project Manual which shall be an executed contract set and one set in electronic format (.pdf), if requested.

SC-2.03 (A) In the last sentence of 2.03A, change "sixtieth day" to "one hundred twentieth day."

SC-2.03 (B) By submission of a bid, the bidder hereby grants consent that the award and execution period shall be extended from sixty days to ninety days after the date on which the bids are opened.

- SC-4.02(A) Change "Supplementary Conditions" to read "Specific Project Requirements."
- SC-4.06(G) Delete paragraph 4.06(G) in its entirety.
- SC-5.03(A)(1) The required Certificate of Insurance shall be in a form satisfactory to the Owner (most current version of ACORD 25 or approved equal). If the Contractor fails to procure and maintain any specified and/or required insurance, the Owner shall have the right to procure and maintain the said insurance for and in the name of the Contractor and the Contractor shall pay the cost thereof and shall furnish all necessary information to make effective and maintain such insurance.
- SC-5.04(B)(1) Change "Supplementary Conditions" to read "Specific Project Requirements."
- SC-5.04(B)(2) The limits of liability for the insurance required by paragraph 5.04(A) of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

All of the limits below may be satisfied with an Umbrella/Excess Liability as needed to increase the Primary Policy to required limits.

5.04(A)(1) and (2) Workers' Compensation, etc., under paragraphs 5.04(A)(1) and 5.04(A)(2) of the General Conditions:

(a) State	Statutory
(b) Applicable Federal (e.g., Longshoreman's):	Statutory
(c) Employer's Liability:	\$1,000,000

5.04(A)(3), (4) and (5). Contractor's Liability Insurance under paragraphs 5.04(A)(3) through 5.04(A)(5) of the General Conditions which shall also include completed operations and product liability coverage.

(a) Bodily Injury and Property Damage, Combined Single Limit (CSL) (Except Products and Completed Operations) Property Damage liability insurance will provide Explosion, Collapse, and Underground coverage where applicable.	
Each Occurrence	\$2,000,000
General Aggregate	\$4,000,000
(b) Products and Completed Operations Aggregate	\$1,000,000

Products and Completed Operations to be maintained for two (2) years after final payment and Contractor shall continue to provide evidence of such coverage to the Owner on an annual basis during the

aforementioned period.

- (c) Personal and Advertising Injury (Per Person/Organization and per occurrence). \$1,000,000
- (d) Fire Damage \$100,000
- (e) If the General Liability Policy includes a General Aggregate, such policy shall be endorsed to have the General Aggregate Per Project Aggregate Limit.

5.04(A)(6) Automobile Liability - (Owned, Non-Owned, Hired)

Contractor may provide split limits or combined single limit.

(a) Split Limits:

Bodily Injury,	Each Person:	\$2,000,000
	Each Occurrence	\$2,000,000
Property Damage,	Each Occurrence	\$1,000,000

or

(b) Combined Single Limit

Bodily Injury and Property Damage,	Each Occurrence	\$2,000,000
------------------------------------	-----------------	-------------

SC-5.04(B)(3) Add the following to the end of the paragraph: "to the extent available in the insurance industry with industry standard exclusions and as allowed under the laws and regulations in the State of Ohio;"

SC-5.04(B)(4) Add the following:

Written notice of cancellation for non-payment of premium shall be at least 10 days.

Add the following section:

SC-5.04(C) Unless otherwise stated in Specific Project Requirements, the Contractor shall purchase and provide an "Owner's and Contractor's Protective Policy" with the Owner listed as the insured (no additional insureds) for the following limits:

Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000

Add the following section:

SC-5.04(D) Unless otherwise stated in Specific Project Requirements the Contractor shall purchase and maintain during the Contract Time "All Risk Builders' Risk Insurance," and/or "Installation Floater Insurance," and/or "Boiler and Machinery Insurance," and any and all insurance requirements of section GC-5.06 of the General Conditions as applicable for the type of work to be performed upon the Project to the full insurable value thereof for the benefit of the Owner, the Contractor, Subcontractors and Suppliers as their interest may appear. This insurance shall cover the work until final acceptance and final payment by the Owner. This provision shall in no way release the Contractor or Contractor's Surety from obligations under the Contract Documents to fully complete the Project. The original policy(s) shall be filed with the Owner or his designated representative.

SC-5.05 *Owner's Liability Insurance*

See SC-5.04(C) above.

SC-5.06 *Property Insurance*

Unless otherwise stated in Specific Project Requirements, the Contractor, not the Owner, shall purchase and maintain during the Contract Time all property insurance required in section GC-5.06 of the General Conditions and as outlined in SC-5.04(D) above.

Add the following section:

SC-6.02(C) The Contractor shall be responsible for the Owner and/or Engineer's additional inspection and administrative costs for work performed beyond regular working hours as defined in this Section.

SC-6.07(B) Delete paragraph 6.07(B) in its entirety.

SC-6.09 (D) Add the following:

D. The contractor agrees to the requirements of RC 153.59, RC 153.591, and RC 153.60.

Add the following section:

SC-6.10(B) Add the following:

Should the Owner be exempt from Ohio State Sales and Use Taxes on materials and equipment to be incorporated in the Project, the Contractor may obtain a waiver and said taxes shall not be included in the Contract Price.

1. Owner will furnish the required certificates of tax exemption to Contractor for use in the purchase of supplies and materials to be incorporated into the work
2. Owner's exemption to Contractor does not apply to construction tools, machinery, equipment, or other property by or leased by Contractor, or to supplies or materials not incorporated into the work.

The Contractor shall withhold and/or pay all consumer, use, property, employment, income and other taxes in accordance with the laws and regulations of the United States, State of Ohio, Owner and other applicable agencies which are applicable during the performance of the work.

SC-6.17 *Shop Drawings and Samples*

Add the following new paragraphs immediately after paragraph 6.17(E):

- F. Contractor shall furnish required submittals with sufficient information and accuracy in order to obtain required approval of an item with no more than three (3) submittals. Engineer will record Engineer's time for reviewing subsequent materials of shop drawings, samples, or other items requiring approval and Contractor shall reimburse Owner for Engineer's charges for such time.
- G. In the event that Contractor requests a substitution for a previously approved item, Contractor shall reimburse Owner for Engineer's charges for such time unless the need for such substitution is beyond the control of the Contractor.

SC-7.02 Delete Section 7.02 of the General Conditions in its entirety and insert the following:

SC-7.02(A) The General Construction Contractor shall be referred to and defined as the Construction Coordinator.

SC-7.02(B) Duties of the Construction Coordinator include the following:

1. Scheduling and coordinating the work of the Prime Contractors including submission and periodic updating of project schedule.
2. Establishing and administrating the site safety program and procedures for the project.
3. See that permits are applied for and obtained on a timely basis. Advise the Engineer of any problems related to permit approval.
4. Monitoring compliance with Laws and Regulations.
5. Maintain project site for dust, sedimentation, debris, waste, and general site cleanliness.

6. Coordinate location and use of temporary construction facilities including but not limited to sanitary, water, power, telephone, and parking.
7. Coordinate Owner interface for utility tie-ins/shut downs.
8. Monitor shop drawing submittal and coordination of submittal information between Prime Contractors.

S.C.-9.08 Delete Section 908 in its entirety.

SC-11.01(A) For purposes of "Cost of the Work" delete Section 11.01(A), (B), and (C) of the General Conditions in their entirety and insert ODOT 109.05, in its place.

SC-13.07(A) In the First sentence of Section 13.07(A) remove "Substantial Completion" and insert "Final Acceptance of the entire project and final payment by the Owner."

SC-13.07(C) Remove 13.07(C) and replace with the following:

All materials and equipment shall be warranted by the respective material supplier or equipment manufacturer until the end of the Contractor's "correction period" (or longer if specified elsewhere in the contract) regardless of date of initial installation or operation of the material or equipment. The cost of such extended warranties as needed from material suppliers or equipment manufacturers to provide warranty coverage until the end of the "correction period" or other period as specified in the contract shall be the responsibility of the prime contractor and shall be assumed to have been included in his bid.

SC-17.01 Delete Section 17.01 in its entirety.

Replaced by Change Order 1 CONTRACT

FOR ASHTABULA COUNTY AMI WATER METER PROJECT

THIS AGREEMENT, made and entered into at Jefferson, Ohio, this _____ day of _____, 2024, by and between the Ashtabula County Board of Commissioners, Ohio and Winwater of Akron.

WITNESSETH: That the said CONTRACTOR has agreed and by this presents does agree with the OWNER for the consideration hereinafter mentioned and contained, and under penalty expressed in a bond given with these presents, and herein contained or hereunto annexed, to furnish at his own cost and expense, all the necessary tools, equipment, materials, labor, and tests in an expeditious, substantial and workmanlike manner, the equipment and appurtenances herein contemplated, commencing work within 20 days from the date of the Notice to Proceed and executing the work within the time and in the manner specified and in conformity with the requirements set forth in this Contract.

The following form essential parts of the Contract (may vary with project).

1. Advertisement for Bids/Public Notice to Bidders
2. Instruction to Bidders
3. Bid Forms and Proposal
4. Contract Forms and Exhibits
5. Contract Bond – ORC 153.571 or ORC 153.57
6. Contract Provisions
7. General Conditions
8. Supplementary Conditions
9. Specifications
10. Specific Project Requirements
11. Prevailing Wage Rate Schedule
12. Contract Drawings

The CONTRACTOR agrees and understands that the work on this contract shall be subject to the acceptance of the OWNER based upon and in accordance with the contract specifications and contract plans and drawings on file in the office of the OWNER.

The Contractor agrees that each individual employed by the Contractor or any Subcontractor and engaged in work on the project under this contract shall be paid by prevailing wage established by the Department of Industrial Relations of the State of Ohio or the U.S. Department of Labor (Davis-Bacon Act) as detailed in the section titled "Wage Rates." This shall occur regardless of any contractual relationship which may be said to exist between the Contractor or any Subcontractor and such individual.

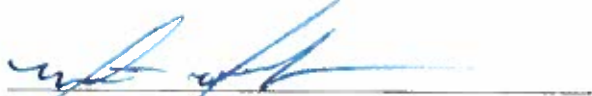
The CONTRACTOR shall proceed with the said work in a prompt and diligent manner and shall do the several parts thereof, at such times and in such order as the OWNER may direct. Further he shall complete the whole of said work in accordance with the specifications and contract drawings to the satisfaction of the OWNER on or before the time stated, and in default of completion within the time as fixed, the CONTRACTOR shall pay to the OWNER as liquidated damages, an amount equal to \$1,000.00 Per Day, for each and every day (Sundays and legal holidays excepted) the completion of the work may be delayed beyond the date fixed in the manner and as stipulated.

It is hereby mutually agreed that the OWNER is to pay and the CONTRACTOR is to receive, as full compensation for furnishing all materials and labor in building, constructing and testing and in all respect completing the herein described work and appurtenances in the manner and under the conditions herein specified, the prices stipulated in the proposal herein contained or hereto annexed and the total contract sum is \$2,075,771.83.

This Contract shall be in full force and effect from the date of execution by the parties.

IN WITNESS WHEREOF: The parties hereunto affixed their signature the day and year first mentioned above.

WINWATER OF AKRON



Matt Huebner, President



Witness

ASHTABULA COUNTY COMMISSIONERS

Replaced by Change Order 1

Kathryn L. Whittington, President

Witness

J.P. Duero IV, Vice President

Casey R. Kozlowski

FISCAL OFFICER'S CERTIFICATE

Conforming with O.R.C. § 5705.41

The undersigned Auditor of Ashtabula County, hereby certifies that the amount required to meet the obligations of Ashtabula 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:

Two Million Seventy-Five Thousand Seven Hundred Seventy-One and 83/100 in the amount not to exceed \$2,075,771.83 and free from any previous encumbrances.

Agreement Title: **Construction Contract -**

By and Between the Ashtabula County Board of Commissioners, by and through the Department of Environmental Services, and Winwater of Akron for the purposes of providing construction services pertinent to the ASHTABULA COUNTY AMI WATER METER PROJECT in the Ashtabula County General Sewer District.

SIGNED

David J. Thomas
Ashtabula County Auditor

Date

APPROVED AS TO FORM:

RE: An agreement with Winwater of Akron for the ASHTABULA COUNTY AMI WATER METER PROJECT.

Approved as to Legal Form Only:

SIGNED

Replaced by Change Order 1

Colleen M. O'Toole, Esq.
Ashtabula County Prosecutor

Date

Request for Taxpayer Identification Number and Certification

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

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Winwater Akron OH Co. (fka Winsupply Akron OH Co.)	
2 Business name/disregarded entity name, if different from above	
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. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> 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. <input type="checkbox"/> 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) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions. c/o WGS - Compliance Services 3110 Kettering Blvd	Requestor's name and address (optional)
6 City, state, and ZIP code Moraine OH 45439-1924	
7 List account number(s) here (optional)	

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												
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8	5		-	2	4	7	2	9	3	0		

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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 the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	TREASURER	Date ▶ 02/01/2023
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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.

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.

**THE CONTRACTOR SHALL FURNISH THE FOLLOWING ITEMS
WITHIN 10 DAYS OF NOTIFICATION OF AWARD:**

- A) CERTIFICATE OF INSURANCE FOR
CONTRACTOR'S PUBLIC LIABILITY INSURANCE POLICY**

- B) CERTIFICATE OF INSURANCE FOR
OWNER'S AND CONTRACTOR'S PROTECTIVE POLICY**

- C) CERTIFICATE OF WORKER'S COMPENSATION**

- D) CONTRACT BOND THAT COMPLIES WITH ORC 153.54 AND 153.57**

* D above is not required if a bond complying with ORC 153.54 and 153.571 (rollover bond) was submitted at time of bid.



ADDITIONAL REMARKS SCHEDULE

AGENCY Hylant - Cincinnati		NAMED INSURED Winwater Akron OH Co. 2600 S Arlington Rd Akron, OH 44319	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

- Additional Excess – 10/1/2023-10/1/2024 – Westchester Surplus Lines Insurance – Policy G72597539002 - \$5,000,000 Limit
- Additional Excess – 10/1/2023-10/1/2024 – Allied World Assurance Co – Policy 0313-5482 - \$10,000,000 Limit
- Additional Excess 10/1/2023-10/1/2024 – Houston Casualty Company – Policy H23XC51981-00 - \$5,000,000 part of \$10,000,000 Quota Share Limit
- Additional Excess 10/1/2023-10/1/2024 – Westfield Specialty Insurance Company – Policy XSL00000HW-02 - \$5,000,000 part of \$10,000,000 Quota Share Limit

Ashtabula County Board of Commissioners, Owner and CT Consultants, Inc. are listed as additional insureds on the general liability, automobile liability and excess liability on a primary and non-contributory basis where required by written contract. A 30-day notice of cancellation applies to all policies/10-day notice of cancellation for non-payment. A waiver of subrogation applies to general liability, automobile liability and excess liability and workers compensation in favor of the additional insured where required by written contract.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - AUTOMATIC STATUS WHEN REQUIRED BY CONTRACT OR AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

A. The Who Is An Insured provision of Covered Autos Liability Coverage is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy.

The status of an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. The most we will pay on behalf of the additional insured is the lesser of the amount payable under the Limit of Insurance for Covered Autos Liability Coverage or the amount of insurance required by the contract or agreement.

C. Notwithstanding any requirement, term or condition of any contract or agreement with respect to which this endorsement may pertain, the insurance afforded to the additional insured is subject to all the terms, exclusions and conditions of the COMMERCIAL AUTO COVERAGE FORM to which this endorsement is attached.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED INSURED - PRIMARY AND
NONCONTRIBUTORY - COVERED AUTOS
LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
AUTO DEALERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated.

Named Insured: Winsupply Inc
Endorsement Effective Date: 10/01/2023

SCHEDULE

Name Of Person(s) Or Organization(s):
Any person or organization you are required to add as an additional insured by written contract or agreement in effect prior to any loss or damage.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in:

- (1) Paragraph A.1. of **Section II - Covered Autos Liability Coverage** in the Business Auto and Motor Carrier Coverage Forms; or
- (2) Paragraph D.2. of **Section I - Covered Autos Coverages** of the Auto Dealers Coverage Form.

B. Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other auto insurance issued to the person or organization in the schedule under your policy provided that:

- (1) The person or organization is a Named Insured under such other insurance; and
- (2) Prior to the "accident" you have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the person or organization.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET WAIVER OF TRANSFER OF
RIGHTS OF RECOVERY AGAINST OTHERS
TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Winsupply Inc

Endorsement Effective Date: 10/01/2023

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to a person(s) or organization(s), but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a written contract with that person or organization.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - AUTOMATIC STATUS WHEN REQUIRED BY CONTRACT OR AGREEMENT WITH YOU

A. **Section II - Who Is An Insured** is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

In the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. The type and amount of insurance provided the additional insured does not exceed that required by the written contract or agreement, subject to your policy provisions and limits of liability. The most we will pay on behalf of the additional insured is the lesser of the amount payable under **Section III - Limits Of Insurance** or the amount of insurance required by the contract or agreement.

C. Notwithstanding any requirement, term or condition of any contract or agreement with respect to which this endorsement may pertain, the insurance afforded to the additional insured is subject to all the terms, exclusions and conditions of the **Commercial General Liability Coverage Part** to which this endorsement is attached.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization you are required to add as an additional insured by written contract or agreement in effect prior to any loss or damage.	As required by written contract or agreement in effect prior to any loss or damage.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSUREDS, PRIMARY & NONCONTRIBUTORY, WAIVER OF SUBROGATION

This endorsement modifies the coverage provided under the following Coverage Form(s):

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Coverage enhancements are listed below. For details of each coverage, please read the corresponding policy provisions in the body of this endorsement.

- 1. Additional Insureds - Automatic Status for 12 Additional Insured Types**
 - A. Automatic Status When Required In Written Contract Or Agreement (for Acts or Omissions In The Performance of Your Operations)
 - B. Lessor of Leased Equipment
 - C. Owners or Other Interests From Whom Land Has Been Leased
 - D. Manager or Lessor of Premise
 - E. Mortgagee, Assignee, or Receiver
 - F. Controlling Interest
 - G. Co-owner Of Insured Premises
 - H. Executors, Administrators, Trustees Or Beneficiaries
 - I. State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations Relating To Premises
 - J. Any Person Or Organization You Are Performing Work For
 - K. Vendors
 - L. Grantor of Franchise
- 2. Primary and Noncontributory - Other Insurance Condition**
- 3. Waiver Of Transfer Of Rights Of Recovery Against Others To Us (Waiver Of Subrogation) - Automatic**

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

1. Additional Insureds - Automatic Status for 12 Additional Insured Types

Section II - Who Is An Insured is amended to include the following as additional insureds when you have agreed to add that person or organization as an Additional Insured on your policy in a written contract or written agreement with that person or organization, or because of a permit issued by a state or political subdivision; provided the injury or damage occurs subsequent to the execution of the contract or agreement or issuance of the permit and while the contract, agreement or permit remains in effect.

A. Automatic Status When Required In Written Contract Or Agreement (for Acts or Omissions In The Performance of Your Operations)

- 1) A person or organization with respect to liability for:
 - a. "Bodily injury" or "property damage" not included in the "products-completed operations hazard"; or
 - b. "Personal and advertising injury";
caused by, in whole or in part, your acts or omissions or the acts or omissions of those acting on your behalf in the performance of your operations.

- 2) With respect to insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" due to rendering of or failure to render any professional service. This includes but is not limited to:

- a. Legal, accounting or advertising services;
- b. Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings or specifications;
- c. Inspection, supervision, quality control, architectural or engineering activities done by or for you on a project on which you serve as construction manager;
- d. Engineering services, including related supervisory or inspection services;
- e. Medical, surgical, dental, X-ray or nursing services treatment, advice or instruction;
- f. Any health or therapeutic service treatment, advice or instruction;
- g. Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement, or personal grooming or therapy;
- h. Any service, treatment, advice or instruction relating to physical fitness, including service, treatment, advice or instruction in connection with diet, cardiovascular fitness, bodybuilding or physical training programs;
- i. Optometry or optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;
- j. Body piercing services;
- k. Services in the practice of pharmacy;
- l. Law enforcement or firefighting services; and
- m. Handling, embalming, disposal, burial, cremation or disinterment of dead bodies.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional service.

B. Lessor of Leased Equipment

- 1) Any person(s) or organization(s) with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).
- 2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

C. Owners or Other Interests From Whom Land Has Been Leased

- 1) Any person(s) or organization(s) with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the land leased to you by the additional insured person(s) or organization(s).
- 2) With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- a. Any "occurrence" which takes place after you cease to lease that land;
- b. Structural alterations, new construction or demolition operations performed by or on behalf of the additional insured person(s) or organization(s).

D. Manager or Lessor of Premise

Any person(s) or organization(s) with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you by the additional insured person(s) or organization(s), subject to the following additional exclusions:

This insurance does not apply to:

- 1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- 2) Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

E. Mortgagee, Assignee, or Receiver

Any person(s) or organization(s) with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of a premises by you.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for such additional insured person(s) or organization(s).

F. Controlling Interest

- 1) Any person(s) or organization(s) with respect to their liability arising out of:
 - a. Their financial control of you; or
 - b. Premises they own, maintain or control while you lease or occupy these premises.
- 2) This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

G. Co-owner Of Insured Premises

Any person(s) or organization(s) with respect to their liability as co-owner of a premises coowned by you and covered under this insurance.

H. Executors, Administrators, Trustees Or Beneficiaries

Any executor, administrator, trustee or beneficiary of your estate or living trust while acting within the scope of their duties as such.

I. State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations Relating To Premises

Any state or governmental agency or subdivision or political subdivision, subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

- 1) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or
- 2) The construction, erection or removal of elevators; or
- 3) The ownership, maintenance or use of any elevators covered by this insurance.

J. Any Person Or Organization You Are Performing Work For

Any person(s) or organization(s) with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- 1) In the performance of your ongoing operations; or
- 2) In connection with your premises owned by or rented to you.

K. Vendors

- 1) Any person(s) or organization(s) (referred to throughout this endorsement as vendor), but only with respect to liability for "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

However:

- a. The insurance afforded to such vendor only applies to the extent permitted by law; and

- b. If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.
- 2) With respect to the insurance afforded to these vendors, the following additional exclusions apply:
 - a. The insurance afforded the vendor does not apply to:
 - 1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - 2) Any express warranty unauthorized by you;
 - 3) Any physical or chemical change in the product made intentionally by the vendor;
 - 4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - 5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - 6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - 7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (1) The exceptions contained in Subparagraphs d. or f.; or
- (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

b. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

L. Grantor of Franchise

Any person(s) or organization(s) with respect to their liability as grantor of a franchise to you.

However:

- 1. The insurance afforded to such additional insureds only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- 2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

If there is any difference in coverage afforded to an additional insured in this endorsement and

that provided under another additional insured endorsement attached to this policy, the broader coverage will apply to that additional insured.

2. Primary And Noncontributory Insurance

The following is added to the Other Insurance Condition and supersedes any provision to the contrary:

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from

any other insurance available to the additional insured.

3. Waiver Of Transfer Of Rights Of Recovery Against Others To Us (Waiver Of Subrogation) - Automatic

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us of Section IV - Conditions:**

We waive any right of recovery against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Name: Any person or organization for whom the Named Insured has agreed by written contract

Address: AL, AR, AZ, CO, CT, FL, GA, IA, ID, IL, IN, KS, LA, MA, MD, ME, MI, MN, MO, MS, NC, NE, NM, NV, NY, OK, OR, PA, RI, SC, SD, TN, VA

Description of Waiver: Any person or organization for whom the Named Insured has agreed by written contract executed prior to loss.

JobID:

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 10/01/2023
Insured

Policy No. 9016981001

Endorsement No.
Premium

Insurance Company

Countersigned by _____

WC 00 03 13
(Ed. 4-84)

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EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)

4/18/2024

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

AGENCY Hylant - Cincinnati 50 E-Business Way, Ste 420 Cincinnati, OH 45241		PHONE (A/C, No, Ext): 513-985-2400	COMPANY Hartford Fire Insurance Company Hartford Plaza Hartford, CT 06115	
FAX (A/C, No): 513-985-2404		E-MAIL ADDRESS: amy.cochran@hylant.com		
AGENCY CUSTOMER ID #:		License#: 23894		
INSURED Winwater Akron OH Co. 2600 S Arlington Rd Akron OH 44319		LOAN NUMBER	POLICY NUMBER 33UFJAV3ZJZ	
		EFFECTIVE DATE 10/01/2023	EXPIRATION DATE 10/01/2024	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED
THIS REPLACES PRIOR EVIDENCE DATED:				

PROPERTY INFORMATION

LOCATION/DESCRIPTION

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 EVIDENCE OF PROPERTY INSURANCE 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.

COVERAGE INFORMATION

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE	PERILS INSURED			
			BASIC	BROAD	X SPECIAL	
Blanket Building & Business Personal Property Special Form Including Theft Replacement Cost	1,000,000.00	50,000			X	

REMARKS (Including Special Conditions)

Ashtabula County Board of Commissioners, Owner and CT Consultants, Inc. are listed as loss payees where required by written contract. A 30-day notice of cancellation applies to all policies/10-day notice of cancellation for non-payment.

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.

ADDITIONAL INTEREST

NAME AND ADDRESS Ashtabula County Board of Commissioners 36 W. Walnut Street Jefferson, OH 44047	<input type="checkbox"/> ADDITIONAL INSURED	<input type="checkbox"/> LENDER'S LOSS PAYABLE	<input type="checkbox"/> LOSS PAYEE
	<input type="checkbox"/> MORTGAGEE		
	LOAN #		
AUTHORIZED REPRESENTATIVE <i>Nicholas P. Hylant</i>			



540 West Madison St, 9th Floor
Chicago, IL 60661
Ph: 312-651-6000
www.rtspecialty.com

CONFIRMATION OF INSURANCE

We are pleased to confirm that coverage has been bound with the carrier shown below in accordance with terms, conditions, and limitations provided by the carrier for you and your insured to review. As the broker with the direct relationship with the Insured, it is your responsibility to carefully review with the Insured all of the terms, conditions, and limitations of this Confirmation of Insurance, and to specifically reconcile with the Insured any differences between those quoted and those you requested. RT Specialty expressly disclaims any responsibility for any failure on your part to review or reconcile any such differences with the Insured. This coverage may not be bound without a fully executed brokerage agreement.

Any amendments to coverage must be specifically requested in writing or by submitting a policy change request form and then approved by the Insurance Company Underwriters. Coverage cannot be affected, amended, extended or altered through the issuance of certificates of insurance.

DATE ISSUED: April 24, 2024

PRODUCER: Hylant Group, Inc. - Independence

FROM: RT Specialty / Terry McCann

INSURED: Ashtabula County Board of Commissioners
36 W. Walnut Street
Jefferson, OH 44047

INSURER: Mid-Continent Casualty Company - Admitted (AM Best: A+ VIII)

POLICY NO: 04OCP002007366

COVERAGE: OCP Liability

POLICY FORM: CG 00 09 04 13

POLICY PERIOD: 4/24/2024 to 6/1/2025

LIMITS OF LIABILITY: \$1,000,000 Each Occurrence Limit
\$2,000,000 Aggregate Limit

RATE: Adjustable at a rate of \$0.862 per \$1,000 of Cost based on an estimated exposure of \$2,075,771 Cost

PREMIUM:

FEES: *(All fees fully earned)*
Policy Fee - Carrier

TOTAL:

AGENT COMMISSION:



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Chicago, IL 60661
Ph: 312-651-6000
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SUBJECTIVITIES:

N/A

There are subjectivities that: 1) must be complied with or resolved before the contract becomes binding, 2) apply both before or after inception, compliance with which is a condition of all or part of the coverage; and 3) apply after the formation of the contract as conditions of continued coverage.

SPECIAL CONDITIONS / OTHER COVERAGES:

- 100% MINIMUM EARNED PREMIUM AT INCEPTION
PREMIUM IS 100% MINIMUM AND DEPOSIT
NO FLAT CANCELLATIONS
ALL FEES ARE FULLY EARNED AT INCEPTION

For RT Specialty to file the surplus lines taxes on your behalf, please complete the surplus lines tax document (per the applicable state requirements) and return with your request to bind. Due to state regulations, RT Specialty requires tax documents to be completed within 24 to 48 hours of binding. Please be diligent in returning tax forms.

ALL OTHER TERMS AND CONDITIONS APPLY PER FORM

IMPORTANT NOTE: The Home State of the Named Insured shall be determined in accordance with the provisions of the Nonadmitted and Reinsurance Act of 2010, 15. U.S.C §8201, etc. ("NRRA"), and the applicable law of the Home State governing cancellation or non-renewal of insurance shall apply to this Policy.

Taxes are provisional based on the insureds acceptance of OH as their home state.

State surcharges and/or fees charged by the Insurer may not be included herein and will be billed at a later date.

PREMIUM FINANCE (If not included in the quote document)

If the insured and the insurer agree to bind coverage and the premium will be financed, we will need the following information and, upon binding, please instruct the premium finance company to send documents to our attention. Premium Finance funds should always be paid to RT Specialty:

Table with 2 columns: Label (Name of Premium Finance Company, Premium Finance Account Number) and empty space for input.

PRODUCER COMPENSATION:

RT Specialty is typically compensated through commission from the insurer for the placement of policies in most transactions. The amount of the commission varies by insurance line and by carrier. RT Specialty might also receive additional compensation. In order to place the insurance requested we may charge a reasonable fee for additional services such as performing a risk analysis, comparing policies, processing submissions, communication expenses, inspections, working with underwriters on the coverage proposal, issuing policies, or servicing the policy after issuance. Any fees charged are fully earned at inception of the policy. Third-party inspection or other fees may be separately itemized upon request. Our fees are applied to new policies, renewal policies, and endorsements. Fees applicable to each renewal and endorsement will be set forth in the quotes. It is the insurance carrier's decision whether to offer the insurance quoted, and your client's decision whether to accept the quote. Our fee is not imposed by state law or the Insurer.

Depending upon the Insurer involved with your placement, we might also have an agreement with the Insurer that we are proposing for this placement that might pay us future additional compensation. This compensation could be based on formulas that consider the volume of business placed with the Insurer, the profitability of that business, how much of the business is retained for the Insurer's account each year, and potentially other factors. The agreements frequently consider total eligible premium from all clients placed during a calendar year and any



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incentive or contingent compensation is often received at a future date. Because of variables in these agreements, we often do not have an accurate means at the time of placement to determine the amount of any additional compensation that might be attributable to any single placement.

You, as the retail broker with the direct relationship with the Insured, must comply with all applicable laws and regulations related to disclosure of and consent and agreement to, compensation, and informing the Insured that it may request more information about producer or broker compensation that might be paid in connection with the Insured's placement. If we request a copy of any legally required insured consent or agreement, you will provide us with a copy. If you need additional information about the compensation arrangements for services provided by RT Specialty affiliates, please contact your RT Specialty representative.

RT Specialty is a division of RSG Specialty, LLC. RSG Specialty, LLC is a Delaware limited liability company and a subsidiary of Ryan Specialty, LLC. In California: RSG Specialty Insurance Services, LLC (License # 0G97516).

CANCELLATION OF THIS COVERNOTE SHALL BE IN ACCORDANCE WITH THE PROVISIONS OF THE APPLICABLE POLICY. THIS COVERNOTE SHALL TERMINATE BY THE ISSUANCE OF THE POLICY BY THE COMPANY AND THE PREMIUM SHALL BE CREDITED THEREON. THIS INSURANCE IS FURTHER SUBJECT TO THE TERMS, CONDITIONS, AND LIMITATIONS OF THE POLICY(IES) IN CURRENT USE BY THE ABOVE MENTIONED COMPANY(IES).

This placement may include a broker fee for services that may include performing a risk analysis, comparing policies, processing submissions, communication expenses, searching the markets for the desired coverage, working with underwriters on the coverage proposal and servicing the policy after issuance. Third-party inspection fees may be itemized. If the insured recommends an inspection company we will endeavor to determine if it is approved by the carrier. As a broker, we represent the insured. We will also receive a commission from the insurer. Broker fees on admitted policies may be fully earned and nonrefundable. Broker fees may be applied to renewal policies, endorsements and certificates. Fees applicable to each renewal, endorsement and certificate will be explained in the quotes. The insured was not obligated to purchase the proposed insurance.

We have an agreement with the insurer that we are proposing for your insurance that may pay us future additional compensation. This type of compensation is in addition to any fees and/or commissions that we have agreed to accept for servicing your insurance needs. This compensation, generally known as profit-sharing, is based on formulas that consider the volume of business placed with the company, the profitability of that business, how much of the business is retained for the company's account each year, and other factors. The agreement considers total eligible premium from all clients placed during a calendar year and any profit-sharing payment is usually received around the second calendar quarter of the following calendar year. Because of variables in this program, we have no accurate way at this time to determine the amount of any additional compensation that might be attributable to our proposal for your insurance. If you need any further information about this proposal or this insurance company that we are proposing to provide your insurance please contact us.

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.

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	

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

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): Decian 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 Cleaning	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
REPORT TOTALS		\$647,700.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00	\$647,700.00	\$0.00

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

Melyssa Collins
SIGNATURE OF NOTARY PUBLIC

A Notary Public in and for: Trumbull County, Ohio

My Commission expires March 28, 2028



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

[SEAL]



540 West Madison St, 9th Floor
Chicago, IL 60661
Ph: 312-651-6000
www.rtspecialty.com

PREMIUM PAYMENT IS DUE WITHIN TWENTY (20) DAYS FROM EFFECTIVE DATE UNLESS OTHERWISE STIPULATED.

A handwritten signature in black ink, appearing to read 'R. J. G.' with a stylized flourish at the end.

AUTHORIZED REPRESENTATIVE
RT Specialty

GENERAL TERMS

In all cases, policy and carrier wordings take precedence.

DEPOSIT PREMIUM

The deposit premium is the minimum portion of premium due to the carrier at the inception of the policy. The premium for the policy term will be adjusted according to the provisions stated in the policy.

MINIMUM PREMIUM

The minimum premium is the LEAST amount of premium retained by the carrier if the policy is in effect for the full term.

MINIMUM EARNED PREMIUM

The minimum earned premium is the LEAST amount of premium that will be retained by the carrier in the event of cancellation. The actual amount of earned premium retained will be the GREATER of the actual premium developed based on the time the policy was in effect OR the minimum earned premium as stated in the policy.

CERTIFICATES OF INSURANCE

Any Certificate of Insurance issued by Producer as evidence of insurance must conform to applicable laws. The Certificate must state that it is for information only, confers no rights upon the Certificate holder and the Certificate of Insurance must not extend or alter the coverage provided by the Policy(ies) listed in the Certificate. Producer is not authorized to issue, and RT Specialty (RT) will not review, accept or approve, a Certificate of Insurance that modifies policy terms, names any other person/entity as an "additional insured" or states that any other person/entity other than those named in the Policy (ies) may receive notice of cancellation or non-renewal under such policy(ies). A policy cannot be amended by a Certificate of Insurance. If the insured requires endorsements to their policy to comply with certificate holder requirements, you must request these endorsements in writing so that underwriters may evaluate their ability to provide applicable coverage. Producer will be responsible for any error, mistake or negligence in the issuance of a Certificate of Insurance to its client.



**Bureau of Workers'
Compensation**

30 W. Spring St.
Columbus, OH 43215

Certificate of Ohio Workers' Compensation

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

This certificate must be conspicuously posted.

Policy number and employer
80085960

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

WINWATER AKRON OH CO.
3131 S DIXIE DR STE 600
MORaine OH 45439-2287



www.bwc.ohio.gov
Issued by: BWC

Administrator/CEO

You can reproduce this certificate as needed.

Ohio Bureau of Workers' Compensation

Required Posting

Section 4123.54 of the Ohio Revised Code requires notice of rebuttable presumption. Rebuttable presumption means an employee may dispute or prove untrue the presumption (or belief) that alcohol, marijuana or a controlled substance not prescribed by the employee's physician is the proximate cause (main reason) of the work-related injury.

The burden of proof is on the employee to prove the presence of alcohol, marijuana or a controlled substance was not the proximate cause of the work-related injury. An employee who tests positive or refuses to submit to chemical testing may be disqualified for compensation and benefits under the Workers' Compensation Act.



**Bureau of Workers'
Compensation**

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

A- A- Coverage

- 1- This Policy applies to all companies within Winsupply and The Winsupply Family of Companies, including all affiliated service companies (collectively the "Company"). Also, this Policy applies to all full-time, part-time, temporary, permanent, contract and seasonal employees of the Company. To ensure consistent application of this Policy, Wholesalers People Services LLC will designate a representative to assist the Company in the Policy's implementation, receiving and evaluating test results and making recommendations regarding the Policy to Company Presidents and Managers.

B- Purpose of Policy

- 1- The Company is committed to providing a safe, efficient, and productive environment for its employees and, has adopted this Policy of maintaining a work environment that is free from substance abuse and its harmful effects.
- 2- This Policy is posted and maintained on the WinZone where it is available to all employees of the Company at Resources>Company Policies >Substance Abuse and Screening Policy
- 3- As a condition of employment and thereafter annually during open enrollment for health insurance benefits (see policy Z-400) every employee of the Company must acknowledge receipt of this Policy through the WinZone in the "Acknowledgement of Receipt" located in the SUBSTANCE ABUSE AND SCREENING POLICY ACKNOWLEDGEMENT AGREEMENT.
 - a- Signed consent is submitted when the applicant signs the Application for Employment, (See Policy E-275-A).
 - b- Subject to any limitations imposed by law, a refusal to submit to drug testing will result in termination of employment, disqualification from employment or withdrawal of an offer of employment.
- 4- A drug and alcohol-free work environment will be maintained to ensure the reputation, confidence and quality of the Company, its products and services within the community and industry at large.
- 5- To ensure an ongoing program that will establish and maintain the highest standards of an efficient and safe working environment for all employees, while also reducing absenteeism and tardiness related to substance and alcohol use.
- 6- A desire to rehabilitate any employee engaged in substance use who is committed to accepting help.
- 7- Not all states or localities restrict the use of tobacco at work. Regardless of location, the Company desires a tobacco, smoke and vapor-free environment. The use of tobacco products, e-cigarettes personal vaporizers, or electronic nicotine delivery systems is prohibited on Company premises. The Company may permit these activities during lunch or rest breaks in designated outdoor smoking areas.

C- The Policy

- 1- Possessing, using, purchasing, distributing, manufacturing or selling alcohol or controlled substances or being under the influence of alcohol or a controlled or illegal substance without medical authorization and notice (if necessary) to the Company during work hours, on Company premises or while on duty will result in disciplinary action, up to and including discharge.
- 2- Although some states create an exemption from criminal liability for medical and/or recreational marijuana/cannabis users, federal law continues to prohibit possession of the drug, even where permitted under state law. Therefore, the Company does not recognize an exception for medical or recreational marijuana and possessing, using, purchasing, distributing, manufacturing or selling medical or recreational marijuana/cannabis on Company premises or having it in the employee's system during work hours or while on duty will subject the employee to disciplinary action, up to and including termination of employment. Revised
- 3- Many states have laws that limit an employer's actions when presented with an employee's or applicant's positive drug or alcohol test and/or limit an employer's rights to test for certain substances. State laws vary and frequently change, and any positive test must should be reviewed by legal counsel before making any adverse employment decision based on a positive drug or alcohol test of an employee or applicant.
- 4- Examples
 - a- New York Companies are not permitted to test applicants or employees for marijuana for any reason except in limited circumstances. Revised
 - b- California Companies cannot base employment related decisions on positive drug tests that do not show current impairment. Employers are prohibited from pre-employment marijuana/cannabis screening through methods that only screen for non-psychoactive cannabis metabolites. Revised

- c- Minnesota Companies may not require a job applicant to undergo cannabis testing solely to determine the presence of cannabis as a condition of employment unless the testing involves an applicant in a safety sensitive position. Revised
 - d- New Jersey Companies may not require a job applicant to undergo cannabis testing solely to determine the presence of cannabis as a condition of employment unless the testing involves and applicant in a safety sensitive position. Revised
 - e- Nevada Companies may not require a job applicant to undergo preemployment testing for marijuana.
 - f- Washington Companies cannot deny employment to an applicant because a drug test shows non-psychoactive cannabis metabolites in their hair, blood, urine, or other bodily fluids unless the testing involves an applicant in a safety sensitive position. Revised
- 5- Employees are required to notify their Company President or Manager within five days after a conviction of any criminal drug statute. Any such conviction, as well as a failure to provide timely notification of such a conviction, will result in disciplinary action, up to and including termination of employment.
- 6- Prescription and over-the-counter drugs are not prohibited when taken in standard dosage and/or according to a physician's prescription and they do not impair the individual's ability to perform his or her job duties to include operating required material handling equipment.
- a- Any employee taking prescribed or over-the-counter medications is responsible for consulting the prescribing physician and/or pharmacist to ascertain whether the medication may interfere with the safe performance of his/her job. If the use of a medication could compromise the safety of the employee, fellow employees, or the public, it is the employee's responsibility to use appropriate personnel procedures (e.g., call in sick, use leave, request change of duty, and/or notify the Company President or Manager) to avoid unsafe workplace practices.
- 7- The following definitions apply:
- a- "Alcohol or alcoholic beverage" means any beverage that contains alcohol.
 - b- "Controlled substance" means any substance (except alcohol) for which the possession, use, sale, dispensation, distribution or manufacture is limited or controlled by law. This includes medical or recreational marijuana even in states where use is permitted.
 - c- "Drug" means any substance other than alcohol that can alter an individual's mood, perception, pain level, or judgment.
 - d- "Illegal drug" means any drug or controlled substance, whether prescribed or otherwise, the sale, possession, or consumption of which is illegal.
 - e- "Prescribed drug" means any substance prescribed for an individual's use by a licensed medical practitioner.
 - f- "Reasonable cause" means any situation where management in good faith believes, based upon actions, appearance, specific behavior, performance, physical indicators, or other credible information, that an employee may be under the influence of a substance in violation of this policy.
- 8- Recordkeeping/Confidentiality
- a- All records of drug or alcohol testing shall be considered confidential and shall not be disclosed to any individual except as described in this Policy.
 - b- An employee shall have the right, upon request, to obtain a copy of that employee's test result(s). Otherwise, disclosure and access shall be limited to designated Company officials on a need-to-know basis only or when required by law.
 - c- A breach of confidentiality in violation of these rules will result in discipline, up to and including termination of employment.
- 9- Searches
- a- Entering Company property constitutes consent to searches and inspections.
 - b- If an employee is suspected of violating the Policy, he or she may be asked to submit to a search or Level I inspection at any time.
 - c- Searches can be conducted of, but not limited to Company-provided furniture and equipment including lockers, desks and workstations and vehicles and equipment.
 - d- Supervisors are required to obtain advance approval from the employee's Company President or Manager prior to conducting such a search.
- 10- Special drug and alcohol screening and testing requirements for employees who are subject to Federal Department of Transportation ("DOT") regulations are found in Section I of this Policy.

D- Collecting, Testing, and Conducting Procedures

1- Collection Procedures

- a- To ensure that every employee and applicant who is subjected to drug and alcohol testing by the Company is treated in a fair and impartial manner, a designated third-party medical review officer ("MRO") that is a physician with knowledge of substance abuse disorders will review all positive test results.
- b- Trained third party collection personnel who meet quality assurance and chain-of-custody requirements shall conduct the testing. Any individual subject to testing under this Policy shall be permitted to provide specimens in private, but the process will otherwise be subject to strict scrutiny to avoid any alteration or substitution of the specimen.
- c- Failure to appear for testing when scheduled or a refusal to produce or provide a specimen during testing shall be considered a refusal to participate in testing and will result in discipline up to and including termination of employment or the withdrawal of an offer of employment. Any attempt by an employee or prospective employee to adulterate a specimen or otherwise manipulate the testing process will result in discipline up to and including termination of employment or withdrawal of an offer of employment.
- d- The Company's current third-party testing provider and MRO for all applicants and employees is First Advantage.
- e- The cost for a complete pre-employment screening package is \$165.00 and the Company is responsible for payment to First Advantage for any screening services provided to it.

2- Testing Procedures

- a- Alcohol Testing: The procedure used to confirm the presence of alcohol may be either a blood test, a breath alcohol test, or gas chromatography/mass spectrometry (GC/MS), which utilizes a urine sample.
- b- Drug Testing: The procedure used to confirm the presence of specific drugs (e.g., cocaine, phencyclidine, opiates, amphetamines, cannabinoids) involves two tests both of which are conducted by a laboratory certified by the National Institute on Drug Abuse.
 - First, there is a drug screening test conducted and if the result of this test is "negative" (indicates no presence of drugs), the second test is not performed. If, however, the drug screen is "positive" (indicates the presence of drugs in the system), a second, more comprehensive confirmation test is performed.
 - The second, confirmation test, is performed using the gas chromatography/mass spectrometry (GC/MS) test procedure. This confirmation test is a sophisticated, highly specific procedure for the detection of drug presence.

3- Conducting Tests

- a- The Company requires a blood test, urinalysis, or other drug or alcohol screening of employees and applicants under the following circumstances:
 - Pre-Employment:
 - In accordance with applicable federal and state law, a positive test result will disqualify the applicant from employment or, if an offer has already been extended, will result in withdrawal of the offer of employment.
 - A "negative/dilute" test result must be promptly retested (ideally within 32 hours or less). A "negative/dilute" result means the sample was too diluted with water or other fluids. If the result of the second drug test again is "negative dilute", this will disqualify the applicant from employment or, if an offer has already been extended, will result in withdrawal of the offer of employment.
 - Applicants who test positive for drugs and/or alcohol will not be eligible to re-apply for employment with the Company for a period of two (2) years (See Procedure E-340).
- b- Where there is Reasonable Suspicion or Cause to Suspect a Problem:
 - With advance approval from the Company President or Manager, the Company may test an employee whenever it in good faith and reasonably suspects that an employee is under the influence of an illegal or controlled substance or alcohol in violation of this Policy.
 - The conduct giving rise to the reasonable suspicion must be reduced to writing and signed by the witness(es) within 24 hours of the observed behavior, or before the test results are released, whichever occurs first.
 - Determination of reasonable suspicion is highly fact specific and subject to different definitions depending on state law. It is recommended to seek legal advice before approving this type of testing.
- c- Post-accident:

- Any employee who is involved in any incident or accident while on duty or within the scope of his or her employment which results in injury requiring medical attention to a person or results in property damage in excess of \$250 will be required to submit to testing immediately following such incident or within 32 hours of the incident/accident if it is impossible to submit to a drug and alcohol screen immediately following the accident.
 - The Company President or Manager should be consulted prior to implementing the post-accident provision of this Policy. In addition, any employee required to undergo a drug and alcohol screen must be transported to the testing facility by a third party.
 - Many states have laws that permit post-accident testing only if there is “reasonable suspicion” that the employee is under the influence of drugs or alcohol at the time of the accident. That determination is highly fact specific, and it is recommended to seek legal advice before approving post-accident testing.

d- Randomly:

- Where permitted by state law, or required by federal law the Company may, through its third-party testing partner, conduct tests of employees on a random basis.
 - In some states including California and Connecticut, random testing is not permitted unless the job is certified as “high risk or safety sensitive”. That determination is highly fact specific, and it is recommended to seek legal advice before the decision is made to conduct random drug or alcohol testing.
 - Many states have laws that permit post-accident testing only if there is “reasonable suspicion” that the employee is under the influence of drugs or alcohol at the time of the accident. That determination is highly fact specific, and it is recommended to seek legal advice before approving post-accident testing.

c- The Company will test in any other circumstances where required by law.

E- Consequence of Positive Test Result to Employees

- 1- Employees who have a confirmed positive test result for the first time will be referred to counseling and treatment.
- 2- Depending upon the circumstances, additional discipline, up to and including discharge, may be imposed.
- 3- Upon a second positive test, the employee will be terminated. All termination notices will identify “violation of policy” as the reason for termination, and terminations shall be deemed “for cause.”
- 4- An employee shall have the right to contact the Company’s President or Manager to discuss contested positive test results.

F- Positive Test Results and Workers Compensation

- 1- Where permissible under applicable state law, the Company will also seek disallowance of a worker’s compensation claim when an employee tests positive for alcohol or drugs after a work-related accident or injury.

G- Disciplinary Action in Event of Violation

- 1- Violation of any provision of this Policy will result in disciplinary action, up to and including discharge from employment.
- 2- Any employee whose involvement with illegal/controlled substances or alcohol results in excessive absenteeism, tardiness, or is the cause of accidents or poor work performance may also be subjected to immediate disciplinary action, up to and including termination.
- 3- Depending upon the circumstances, a violation of the Policy may also result in referral of the matter to the Employee Assistance Program (“EAP”) and/or law enforcement officials.

H- Employee Assistance Program (“EAP”)

- 1- Employees are urged to seek professional help for drug and alcohol-related issues before a problem arises or disciplinary action becomes necessary.
- 2- Where a referral is made after a first positive test, or an employee makes a self-referral to treatment before a problem arises or disciplinary action becomes necessary, the Company will, to the extent possible, grant a leave of absence without pay.

- a- Costs associated with drug and alcohol treatment are the responsibility of the employee unless covered by applicable health insurance.
 - b- Leave will be conditioned upon receipt of reports from the providers that the employee is cooperating and making progress in the treatment program.
 - c- The Company will preserve the confidential nature of the employee's counseling and rehabilitation for drug and alcohol treatment.
 - d- If the employee receives medical approval from a physician or qualified medical professional and submits documentation to receive treatment required by the Department of Labor, the employee may be granted up to 12 weeks of absence without pay in order to receive medical treatment while retaining his or her job. (See Procedure E-413)
- 3- Although the Company does not have its own rehabilitation program, Company employees are eligible for services provided through the Wholesalers Group Life and Health Benefit Plan (the "Plan") even if the employee is not a participant in the Plan's medical coverage portion.
- 4- In order to return to work, the employee will be required to provide a negative drug test result and a position must be available.
- a- The employee will thereafter be required to provide a physician's fitness for duty certification prior to returning to work.
 - After returning to work, the employee will also be required to submit to periodic drug and alcohol testing for a period of five years.
- I- Special Drug and Alcohol Screening Requirements for Certain Employees
- 1- In accordance with the Federal Department of Transportation's ("DOT") regulations - Drug Testing Provisions, any employee who transports hazardous material requiring placarding or who operates a vehicle with a gross vehicle weight rating ("GVWR") of 26,001 pounds or more is subject to the following drug testing provisions:
- a- Pre-Employment Testing:
 - Any employment applicant conditionally offered a position as a driver is required to undergo a pre-employment DOT 5 panel drug test. If the test result is positive, the applicant will not be employed as a driver and may be ineligible for any employment depending on applicable state law.
 - The Company must select "CDL" Driver Package when ordering a background check for qualified drivers under this Section of the Policy.
 - b- Physical Examination Testing:
 - A drug test may be administered as part of an applicant's or employee's periodic physical examination.
 - c- Post-Accident Testing:
 - Following an accident, the driver must be drug tested within thirty-two (32) hours if any of the following situations occur:
 - If the accident results in a fatality.
 - If the driver receives a citation for a moving violation with disabling damage to any motor vehicle involved requiring a tow away from the scene of the accident.
 - If the driver receives a citation for a moving violation and any person involved in the accident receives bodily injury with need for immediate medical attention away from the scene of the accident.
 - d- Reasonable Cause Testing:
 - Any employee driver identified as demonstrating abnormal behavior, performance or physical indicators of possible substance abuse is subject to "reasonable cause" testing. The employee's appearance or conduct should, if possible, be observed by two management level employees who have been trained to detect signs of drug use. If only one management level employee is available, only he/she need witness the conduct.
 - Authorization to test for reasonable cause must be obtained from the Company President or Manager and only after consultation with and approval from the Company's Board of Directors and Area Leader. It is also recommended to seek legal advice before conducting such testing.
 - The conduct giving rise to the reasonable suspicion must be reduced to writing and signed by the witness(es) within 24 hours of the observed behavior, or before the test results are released, whichever occurs first.

- e- Random Testing:
 - The Company will randomly screen fifty (50) percent of all qualifying drivers annually. The random tests will be conducted throughout the testing year by the Company's third-party testing provider. Drivers will not be informed of the test in advance.
- 2- In accordance with the Federal Department of Transportation's regulations - Alcohol Testing Provisions, any employee who transports hazardous material requiring placarding or who operates a vehicle with a GVWR of 26,001 pounds or more are subject to the following alcohol testing provisions:
 - a- Post-Accident Testing:
 - The driver must undergo a breath alcohol test within two hours of an accident if any of the following situations occur:
 - If the accident results in a fatality.
 - If the driver receives a citation for a moving violation with disabling damage to any motor vehicle involved requiring a tow away from the scene of the accident.
 - If the driver receives a citation for a moving violation and any person involved in the accident receives bodily injury with immediate medical attention away from the scene of the accident.
 - b- Reasonable Cause Testing:
 - Any employee driver identified as demonstrating abnormal behavior, performance or physical indicators of possible substance abuse is subject to "reasonable cause" testing. The employee's appearance or conduct should, if possible, be observed by two management level employees who have been trained to detect signs of drug use. If only one management level employee is available, only he/she need witness the conduct.
 - Authorization to test for reasonable cause must be obtained from the Company President or Manager and only after consultation with and approval from the Company's Board of Directors and Area Leader. It is also recommended to seek legal advice before conducting such testing.
 - The conduct giving rise to the reasonable suspicion must be reduced to writing and signed by the witness(es) within 24 hours of the observed behavior, or before the test results are released, whichever occurs first.
- 3- In accordance with the Federal Department of Transportation's regulations - Medical Review Officer ("MRO"), all drug tests will be reviewed by an approved MRO, a licensed physician with knowledge of substance abuse disorders. The Company's current third-party testing provider and MRO for all applicants and employees is First Advantage.
 - a- The MRO will review all positive test results to determine whether any alternative medical explanation, other than illegal drug abuse, exists for the positive result. The MRO must review any medical records provided by the tested employee which could show that the positive test was caused by prescribed medication (not including medical marijuana).
 - b- Before the final determination by the MRO, he/she will contact the affected employee to discuss the test result and determine if there are any extraordinary circumstances. Where questions arise as to the accuracy or validity of a positive result, the MRO may order a retest of the original specimen. In addition, the MRO must order a retest upon timely request by the employee. If a positive test result is later determined to be negative, only the negative result will be reported.
- 4- In accordance with the Federal Department of Transportation's regulations - Positive Test Results
 - a- Driver Applicants:
 - An applicant for a driver position whose drug or alcohol test is positive is not eligible for employment at the Company as a driver and, depending on applicable state law, may not be eligible for any position with the Company.
 - b- Employed Drivers Who Test Positive:
 - A driver who tests positive must be taken off the road immediately and cannot resume his driving duties until the MRO has certified that he/she is drug free.
 - Further, the driver will be referred by the Company to the EAP. Failure to report to the EAP or failure to complete the EAP recommended counseling and/or rehabilitation program will result in immediate termination.
 - A driver may not resume driving duties until a drug test, to be given at the discretion of the Company, verifies he/she is free of drugs. Following his/her return to driving duties, the driver is subject to an

unlimited number of random drug tests for a period of 60 months. The driver would also be subject to the \$5,000 annual insurance premium and deductible of \$500,000 for a period of 7 years.

– A Board Action stating the desire to allow the employee to drive and the insurance premium that will be paid by the Company is required to satisfy the driving requirements of the Wholesalers P&C Insurance Plan.

• Any future positive drug test will result in immediate termination.

c- In accordance with the Federal Department of Transportation's regulations - Refusal to Submit to a Drug/Alcohol Test, the refusal of any driver to submit to any drug or alcohol test outlined in the provisions of this Policy will result in immediate discipline, up to and including termination.

5- Employees with Safety-sensitive Duties Who Test Positive Revised

a- An employee who tests positive cannot resume safety-sensitive duties (driving, forklift, fabrication, etc.) until the MRO has certified that they are drug-free.

b- Further, the employee will be referred by the Company to the EAP.

• Failure to report to the EAP or failure to complete the EAP-recommended and/or rehabilitation program will result in immediate termination.

c- An employee may not resume safety-sensitive duties (driving, forklift, fabrication, etc.) until a drug test, to be given at the discretion of the Company, verifies that they are free of drugs.

• Following their return to duties, the employee is subject to an unlimited number of random drug tests for a period of 60 months.

d- The employee will be subject to the \$5,000 annual insurance premium and deductible of \$500,000 for a period of 7 years. Testing Laboratory:

6- All drug screening will be conducted by a laboratory certified by the National Institute on Drug Abuse ("NIDA") and the Department of Health and Human Services ("DHHS") or equivalent agency certifications.

7- Questions Regarding Policy:

a- For assistance related to this Policy please contact Wholesale's People Services LLC at 877-727-0010.

J- Acknowledgement of Receipt

1- The Substance Abuse and Screening Policy Acknowledgement Agreement in the WinZone reads as follows:

a- By clicking on 'I Agree' button below, I hereby submit this form and acknowledge that I have received a copy of the SUBSTANCE ABUSE POLICY AND SCREENING POLICY AGREEMENT (the "Policy"). I also acknowledge that I have had the opportunity to discuss and ask questions about the Policy, and that I understand all of the provisions of the Policy.

I understand and acknowledge that my compliance with this Policy and my consent to screening as outlined in this Policy are conditions of and required for my continued employment by the Company as defined in this Policy.

I hereby give my consent to such screening as outlined by the Policy.

I also understand that, although this Policy reflects the Company's current policy regarding substance use, it may be necessary for the Company to make changes from time to time to best serve the needs of the Companies (or in accordance with applicable laws). However, any changes deemed necessary will be made in writing, and the modified Policy will be shared online with every employee and shared with applicants.

This Substance Abuse Policy supersedes all prior substance abuse policies and procedures.

DELINQUENT PERSONAL PROPERTY STATEMENT

Winwater of Akron, having been awarded a contract by the Ashtabula County Board of Commissioners, Ohio, hereby affirms under oath, pursuant to Ohio Revised Code Section 5719.042, that at the time the bid was submitted, my company was **was not** charged with delinquent personal property taxes on the General Tax List of Personal Property for Ashtabula County, Ohio.

If such charge for delinquent personal property tax exists on the General Tax List of Personal Property for Ashtabula County, Ohio, the amount of such due and unpaid delinquent taxes, including due and unpaid penalties and interest shall be set forth below.

A copy of this statement shall be transmitted by the Taxing District's Fiscal Officer to the County Treasurer within thirty days of the date it is submitted. A copy of this statement shall also be incorporated into the Contract made between Ashtabula County Board of Commissioners, Ohio, and Winwater of Akron, and no payment shall be made with respect to any Contract unless such statement has been so incorporated as a part thereof.

Delinquent Personal Property Tax	\$	<u> </u>
Penalties	\$	<u> </u>
Interest	\$	<u> </u>

WINWATER OF AKRON



Matt Huebner, President

AFFIDAVIT
OF COMPLIANCE WITH OHIO REVISED CODE SECTION 3517.13

STATE OF OHIO

COUNTY OF Summit

MATT HUEBNER being duly sworn deposes and states as follows:

1. I am duly authorized to make the statements contained herein on behalf of WINWATER OF AKRON ("the Contracting Party").
2. The Contracting Party is a/an (select one):
 - Individual, partnership, or other unincorporated business association (including without limitation, a professional association organized under Ohio Revised Code Chapter 1787), estate, or trust
 - Corporation organized and existing under the laws of the State of DE
 - Labor organization
3. I hereby affirm that the Contracting Party and each of the individuals specified in R.C. 3517.13(I) (with respect to non-corporate entities and labor organizations) or R.C. 3517.13(J) (with respect to corporations) are in full compliance with the political contribution limitations set forth in R.C. 3517.13(I) and (J), as applicable.
4. I understand that a false representation on this certification will incur penalties pursuant to 3517.992(R).

Affiant further sayeth naught.

By: [Signature]
Title: PRESIDENT

SWORN TO BEFORE ME and subscribed in my presence this 17th day of April, 2024.

Juanita Maino
Notary Public

My commission expires: 1.23.2028



Juanita Maino
Notary Public, State of Ohio
My Commission Expires:
01/23/2028

AGREEMENT FOR ESCROW ACCOUNT

(1) This agreement is entered into between ASHTABULA COUNTY COMMISSIONERS, and WINWATER OF AKRON, contractor for the ASHTABULA COUNTY AMI WATER METER PROJECT.

Funds due for the payment in the amount of \$83,030.87, which is 8% of 50% of the total work to be completed under the contract, shall be deposited in a savings account in Andover Bank, 150 North Chestnut Street, P.O. Box 405, Jefferson, Ohio 44047, who shall be the Escrow Agent. The account shall be in the name of Ashtabula County Commissioners and Winwater of Akron, Contractor. Said funds are to be deposited upon a receipt of an approved application for payment showing the amount due for payment and the amount to be retained.

The savings account shall earn interest at the current passbook rate. There are no escrow fees to be charged.

The Escrow Agent shall hold the escrowed principal and interest until the receipt of notice from the state or county and contractor that the project is substantially completed and occupied, or in use, or has been accepted; or until receipt of an arbitration order or an order of the court of claims specifying the amount of the escrow to be released and the person to whom it is to be released. Upon receipt of the notice or order, the agent shall promptly release the retained principal and interest and pay it to the contractor. A notice releasing said retained principal and interest will be issued to the Escrow Agent by the County and the Contractor.

ASHTABULA COUNTY COMMISSIONERS

Not Applicable – Contractor Signed Escrow Waiver

Kathryn L. Whittington, President

Witness

J.P. Ducro IV, Vice President

Casey R. Kozlowski

WINWATER OF AKRON

Not Applicable – Contractor Signed Escrow Waiver

Matt Huebner, President


Witness

Date

ESCROW WAIVER

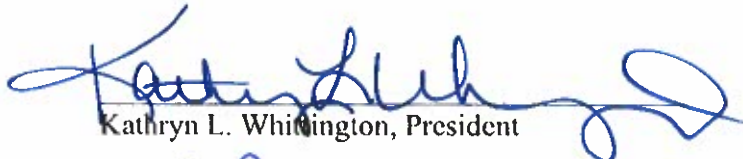
In accordance with a certain Contract between the Ashtabula County Board of Commissioners, Ohio, (hereinafter referred to as "the Owner") and Winwater of Akron, (hereinafter referred to as "the Contractor") it is mutually agreed by and between the parties hereto that because of the short-term duration of the within contract, no escrow account will be established pursuant to Sections 153.13, 153.14 and 153.63 of the Ohio Revised Code nor shall any interest be paid on any retainage.

WINWATER OF AKRON



Matt Huebner, President

ASHTABULA COUNTY BOARD OF COMMISSIONERS



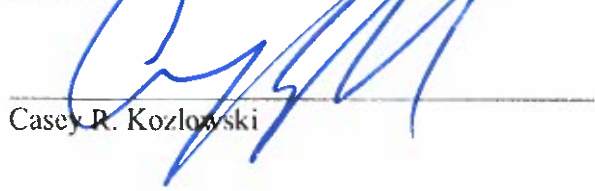
Kathryn L. Whittington, President



Witness



J.P. Ducro, Vice President



Casey R. Kozlowski

NOTICE TO PROCEED

Project: Ashtabula County AMI Water Meter Project

Owner: Ashtabula County Board of Commissioners
25 West Jefferson Street, Bldg. E
Jefferson, Ohio 44047

To: Winwater of Akron
2600 S. Arlington Road
Akron, Ohio 44319

Date: 6-20-24

You are hereby notified to commence work in accordance with the Contract. All work shall be completed by 365 Days from Notice to Proceed.

ASHTABULA COUNTY BOARD OF COMMISSIONERS


Kathryn L. Whittington, President

THE OWNER OR THEIR AUTHORIZED REPRESENTATIVE SHALL INSERT THE FOLLOWING CONTRACT DOCUMENTATION IN THE EXECUTED CONTRACT:

A) FINDINGS FOR RECOVERY – ORC 9.24
(<http://ffr.ohioauditor.gov/>)

B1) CHECK FOR DEBARRED CONTRACTORS IN THE STATE OF OHIO
(<https://www.sos.state.oh.us/records/debarred-contractors/>)

**B2) CHECK FEDERAL SAM (System for Award Management) for
FEDERAL FUNDING (including sub-contractors), (if applicable)**
(<https://www.sam.gov/SAM/>)

**C) NOTIFICATION OF SURETY AND AGENT OF CONSTRUCTION
CONTRACT AWARD – ORC 9.32 (if applicable)**

**D) NOTIFICATION TO ~~UTILITY~~ COMPANIES OF COMMENCEMENT
OF CONTRACT EXECUTION – ORC 153.64 (if applicable)**



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: **Winwater of Akron**
Date: **2/19/2024 12:21:05 PM**

This search produced the following list of **5** possible matches:

Name/Organization	Address
Baldwin, Joyce	1291 Stonington Dr.
MacWin Protocol Technology Services, Inc.	12328 Granger Road
Wine, Ronald	1401Halstead Circle
Wings Academy 2	10615 Lamontier Ave.
Winhusen, Eric	2556 South Kathwood Circle

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	Debarment Period	Contractors, Subcontractors, & Officers	Address	Regarding Project	Case Number
1/12/2017	7/12/16-7/12/18	GM 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 002988
1/12/2017	7/12/16-7/12/18	CM 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 002988
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	Cielde F. Miller a/k/a Chayge 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



Procurement Services

State of Ohio Debarment List

State agencies given the authority to debar suppliers by the Ohio Revised Code (R.C.) are the Ohio Facilities Construction Commission (OFCC), the Ohio Department of Transportation (ODOT), the Department of Administrative Services (DAS), and the Ohio Secretary of State. Respectively, debarment authority is given to these agencies by R.C. [153.02](#), [5513.06](#), [125.25](#). The reasons for debarment are also prescribed by these statutes.

A debarred supplier cannot participate (i.e., do any work in any capacity) in any State agency contracts until the debarment period expires. Neither the Ohio Revised Code nor the Ohio Administrative Code (OAC) establish prescribed debarment periods. Instead, these are determined on a case-by-case basis.

When conducting procurements, State agencies are required to use the Statewide Debarment List. For agencies using OhioBuys, suppliers' profiles can be referenced to determine their debarment status, plus systematic controls are in place preventing debarred vendors from doing business with State agencies. Additionally, agencies must use the Ohio Secretary of State's [Debarred Contractors List](#) and the United States General Services Administration's [System for Award Management \(SAM\)](#) list of federally debarred suppliers. State agencies are prohibited from awarding contracts, funded in whole or in part with state and/or federal funds, to any person or company on any of these lists.

Search for any keyword...

Show 50  entries

Vendor	Vendor ID	Address		
Advocate Solutions, LLC	55662	762 S. Pearl Street, Columbus, OH 43206	1/9/2023	1/9/2028 DAS
A. Joseph Business Enterprises (see Nena Bradley, below)	169391	184 Rivers Edge Way Gahanna, OH 43230	2/24/2022	2/24/2027 DAS
AIN Systems, Inc.	Unavailable	7414 Trevenia Drive Blacklick, OH 43004	12/3/2018	12/3/2023 DAS
All Controls Corporation	88497	P.O. Box 1082 Chardon, OH 44024	1/13/2012	Permanent ODOT
Atlas Central Corporation	65046	1207 Fairfield Ave, Cleveland, OH 44113	11/22/2005	Permanent ODOT
Bright Chemical and Lighting Corporation	65443	PO Box 33528 North Royalton, OH 44133	1/13/2012	Permanent ODOT
Charter Contracting Corporation	Unavailable	152 12th Street, Suite B Campbell, OH 44405	4/13/2014	Permanent ODOT
Christian (Chris) Hilty	Unavailable	7075 Rocker Street Chagrin Falls, OH 44023	10/16/2008	Permanent ODOT
David C. Oakes Officer: TesTech (see below)	Unavailable	1700 Lyons Road Dayton, OH 45458	2/7/2014	Permanent ODOT

Demitra Burkhart Officer: AIN Systems, Inc. (see above)	Unavailable	7414 Trevenia Drive Blacklick, OH 43004	12/3/2018	12/3/2023	DAS
Eron Colson	Unavailable	2640 Reynoldsburg-New Albany Road Blacklick, OH 43004	10/22/2021	10/22/2026	DAS
George Ginnis	Unavailable	5752 Webb Road Youngstown, OH 44515 492 Harmony Lane Campbell, OH 44405	9/9/2014	Permanent	ODOT
Gust Kafas Officer: Northern States Industrial Painting (Federal ID: 34- 1953447) (see below)	Unavailable	11056 Jasmine Court Strongsville, OH 44136	1/29/2004	Permanent	ODOT
James Bright Officer: Bright Chemical and Lighting Corporation (see above)	Unavailable	5300 Wiltshire Road North Royalton, OH 44133	10/16/2008	Permanent	ODOT
James Hartory	Unavailable	10545 Locust Grove Chardon, OH 44024	10/16/2008	Permanent	ODOT
JASStek, Inc.	234439	500 Metro Place North, Suite 100 Dublin, OH 43017	11/10/2022	11/10/2024	DAS
Jatinder Singh	Unavailable	Unavailable	11/10/2022	11/10/2027	DAS

Larry Frangos Officer: Northern States Industrial Painting (Federal ID: 34- 1526908) (see below)	Unavailable 4950 Kennedy Road Lowellville, OH 44436 5752 Webb Road Youngstown, OH 44515	10/8/2014	Permanent	ODOT
Laxman Sanyasi	Unavailable	11/10/2022	11/10/2027	DAS
Mark O'Donnell	Unavailable 157 Abbe Road South Elyria, OH 44035	10/16/2008	Permanent	ODOT
Nena Bradley (see A. Joseph Enterprises, above)	Unavailable 184 Rivers Edge Way Gahanna, OH 43230	2/24/2022	2/24/2027	DAS
North Shore Door Company, Inc.	66955 PO Box 88780 Atlanta, GA 30356	1/13/2012	Permanent	ODOT
Northern States Industrial Painting (Federal ID: 34- 1953447)	Unavailable Unavailable	1/29/2004	Permanent	ODOT
Northern States Industrial Painting (Federal ID: 31- 1526908)	Unavailable Unavailable	10/4/2004	Permanent	ODOT
Nozzle New, Inc.	70597 Unavailable	1/13/2012	Permanent	ODOT
Quattro, Inc.	77702 312 Walnut Street Suite 3100 Cincinnati, OH 45202	7/2/2013	Permanent	ODOT

Richard Goldizen	Unavailable	3060 Red Oak Drive Perry, OH 44024	10/16/2008	Permanent	ODOT
Robert Johnson (aka Jeff Johnson) Officer: Smith & Johnson Construction (see below)	Unavailable	1 Mironova Place Suite 2325 Columbus, OH 43215 885 Grandview Avenue Suite 270 Columbus, OH 43215	3/5/2007	Permanent	ODOT
Robert Jones, Jr.	Unavailable	10375 Misty Ridge Concord, OH 44077	10/16/2008	Permanent	ODOT
Sherif A. Aziz Officer: TesTech (see below)	Unavailable	1700 Lyons Road Dayton, OH 45458	2/7/2014	Permanent	ODOT
Sherry B. Oakes Officer: TesTech (see below)	Unavailable	1700 Lyons Road Dayton, OH 45458	2/7/2014	Permanent	ODOT
Sulakshana Singh	Unavailable	Unavailable	11/10/2022	11/10/2027	DAS
Smith & Johnson Construction Company	48083	855 Grandview Avenue Columbus, OH 43212	3/5/2007	Permanent	ODOT
TesTech	60837	1700 Lyons Road Dayton, OH 45458	2/7/2014	Permanent	ODOT
West Shore New Holland, Inc.	55247	32200 Lorain Road North Ridgeville, OH 44039	1/13/2012	Permanent	ODOT

howing 1 to 35 of 35 entries

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"Winwater of Akron Co."

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Excluded individual

Excluded Entity

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e.g. 123456789, Smith Corp

"Professional Meter, Inc."

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Entity#: 4523494
Filing Type: FOREIGN CORPORATION
Original Filing Date: 08/12/2020
Location: --
Business Name: WINSUPPLY AKRON OH CO.

Status: Active
Exp. Date: -

Agent/Registrant Information

CORPORATION SERVICE COMPANY
1160 DUBLIN ROAD, SUITE 400
COLUMBUS OH 43215
01/19/2024
Active

Filings

Filing Type	Date of Filing	Document ID
FOREIGN LICENSE/FOR-PROFIT	08/12/2020	202022600716
TRADE NAME/ASSIGNMENT	09/02/2020	202024700710
FICTITIOUS NAME/ASSIGNMENT	09/02/2020	202024700712
FOREIGN/AMENDMENT	02/16/2021	202102002672
FOREIGN/AGENT CHANGE OF ADDRESS	04/18/2022	202210801594
TRADE NAME RENEWAL	11/04/2022	202230803704
FOREIGN/AGENT CHANGE OF ADDRESS	01/19/2024	202401901494

Prior Business Names

Prior Business Name	Effective Date
---------------------	----------------

Prior Business Name

Effective Date

WINSUPPLY AKRON OH CO.

02/16/2021

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

I, Frank LaRose, Secretary of State of the State of Ohio, do hereby certify that this is a list of all records approved on this business entity and in the custody of the Secretary of State.



Witness my hand and the seal of the Secretary of State at Columbus, Ohio this 19th of February, A.D. 2024

Ohio Secretary of State

A handwritten signature in blue ink, appearing to read "Frank LaRose".

April 17, 2024

Western Surety Company
151 N. Franklin Street
Chicago, IL 60606

**Re: *Ashtabula County AMI Water Meter Project
Ashtabula County Board of Commissioners
Winwater of Akron***

To Whom It May Concern:

In compliance with Ohio Revised Code Section 9.32, we are hereby notifying you on behalf of the Ashtabula County Board of Commissioners that the Ashtabula County Board of Commissioners awarded a contract for the above referenced project to Winwater of Akron, currently named as principal on a Bond given as surety to the Ashtabula County Board of Commissioners.

Should you have any questions or require additional information, please feel free to contact our office.

Respectfully,

CT CONSULTANTS, INC.



Robert L. McNutt, P.E.
Project Manager

RLM:mep

cc: Susan E. Hurd, Hylant Group, Inc.

H:\2023\231319\SPEC\Contract Forms\Contract Letters.Docx

FISCAL OFFICER'S CERTIFICATE

Conforming with O.R.C. § 5705.41

The undersigned Auditor of Ashtabula County, hereby certifies that the amount required to meet the obligations of Ashtabula 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:

Two Million Seventy-Five Thousand Seven Hundred Seventy-One and 83/100 in the amount not to exceed \$2,075,771.83 and free from any previous encumbrances.

Agreement Title: **Construction Contract -**

By and Between the Ashtabula County Board of Commissioners, by and through the Department of Environmental Services, and Winwater of Akron for the purposes of providing construction services pertinent to the ASHTABULA COUNTY AMI WATER METER PROJECT in the Ashtabula County General Sewer District.

SIGNED



David J. Thomas
Ashtabula County Auditor

6/25/24
Date