

RESOLUTION APPROVING CONTRACT WITH KLINGINSMITH ENTERPRISES AND ASHTABULA COUNTY FOR THE SR 534 / SR 307 EMERGENCY WATER MAIN REPLACEMENT PROJECT, ACDES

WHEREAS, on June 25, 2024 by Resolution Number 2024-319 an emergency was declared due to deterioration and a waterline break at the intersection of SR 534 / SR 307 in Harpersfield Township; and

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
Klinginsmith Enterprises, Inc. P.O. Box 5135, 12984 Sportsman Rd Conneaut Lake, Pennsylvania 16316.

SCOPE: Klinginsmith to install a new 12 inch and 8" watermain to replace a failed ductile iron main existing between SR 534 and SR 307 in Harpersfield Township and changing the current elevation of the waterline from 20 'deep to 5' deep. The new main will be tied into the existing main. The new main will consist of 520 feet of new pipe.

COST: Not to Exceed, \$92,015.00, and a 10% contingency.

TERM: The term of this agreement shall commence on the effective date and continue through September 6, 2024 the completion date, 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. 2024-353

July 18, 2024

**RESOLUTION APPROVING THE CONTRACT WITH KLINGINSMITH ENTERPRISES
AND ASHTABULA COUNTY FOR THE SR 534 / SR 307 EMERGENCY WATER
MAIN REPLACEMENT PROJECT, ACDES**

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

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

AGREEMENT

This AGREEMENT, made this 15th day of July, 2024 (the "Effective Date") between Klingensmith Enterprises (the "Contractor"), with offices at 12984 Sportsman Road, PO Box 5135, Conneaut Lake, PA 16316 and Ashtabula County, 25 W. Jefferson St., 2nd Floor, Old Courthouse, Jefferson, OH 44047 (the "County") for the State Route 537/State Route 307 Roudn-A-Bout Emergency Water Main Replacement 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 Exhibit A. In the event of inconsistencies within or between 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 September 6, 2024 (the "Completion Date"), unless otherwise terminated earlier as provided below (the "Term").

ARTICLE III COMPENSATION AND PAYMENT

- 3.1 The Contractor's total compensation for the Work shall be \$92,015.00 (the "Contract Price").
- 3.2 Contractor is subject to and responsible for paying fees to obtain all applicable licenses, permits, and other permissions necessary to perform its obligations under this Contract. Contractor is responsible for paying federal, state, and local taxes. Contractor agrees to withhold all income taxes due or payable for qualifying wages, salaries, and commissions paid to its employees and further agrees that any of its sub-contractors shall be required to agree to withhold any such income taxes due for services performed under this Contract.
- 3.3 The Contractor shall submit monthly to the County an itemized Application for Payment for Work performed based upon Exhibit A on a form satisfactory to the County.
- 3.4 The Application for Payment shall be supported by documentation substantiating the Contractor's right to payment. The Contractor shall supply such additional documentation as the

designated representative of the county ("County's Representative") may request in connection with each payment to the Contractor.

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 Exhibit A ("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 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/Bid] Documents, the Contractor, in addition to any other requirements in the [Contract/Bid] Documents, shall commence to correct such breach and all damage resulting therefrom within forty-eight (48) hours after written notice thereof, thereafter shall use its best efforts to correct such breach and damage to the satisfaction of the County and, except when an extension of time is granted in writing by the County, correct such breach and damage to the satisfaction of the County within thirty (30) days of such notice; provided that if such notice is given after final payment hereunder, such 48-hour period shall be extended to seven (7) days. If the Contractor fails to commence to correct such breach and damage, or to correct such breach and damage as provided above, the County, upon written notice to the Contractor and without prejudice to any of its other rights or remedies, may correct the deficiencies. The Contractor upon written notice from the County shall pay the County, within ten (10) days after the date of such notice, all of the County's costs and expenses incurred in connection with or related to such correction and/or breach, including without limitation the County's administrative, legal, and consulting expenses. The foregoing warranties and obligations of the Contractor shall survive the final payment and/or

termination of this Agreement. If the Contractor fails to pay the County any amounts due under this Section, the Contractor shall pay the County, in addition to the amounts due, a late payment fee of one and one-half percent (1.5%) per month for each month or part thereof that the payments are not paid when due.

ARTICLE VII
INSURANCE AND INDEMNIFICATION

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

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

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

ARTICLE VIII
SUSPENSION AND TERMINATION

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

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

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

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

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

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

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

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

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

If the Contractor is so terminated, the Contractor shall not be entitled to any further payment. If the County completes the Work and if the cost of completing the Work exceeds the balance of the Contract Price, including compensation for all direct and consequential damages incurred by

the County, or the County as a result of the termination, such excess shall be paid by the Contractor or the Contractor's Surety.

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

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

ARTICLE IX
DISPUTE RESOLUTION

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

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

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

ARTICLE X
MISCELLANEOUS

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

or the other Contract Documents or to waive any of its or their terms, except as expressly provided in this Paragraph.

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

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

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

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

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

Klingensmith Enterprises, Inc.:

By: 

Date: 7/8/2024

Its: V.P.

Ashtabula County Board of County Commissioners:

By: 

Date: 7-18-24

Its: President

Approved as to Legal Form:



Date: 7/10/24

Colleen M. O'Toole,
Ashtabula County Prosecutor

**EXHIBIT A
SCOPE OF WORK**

This project is to install a 12-inch waterline to replace a portion of a failed ductile iron main existing between State Route 307 and State Route 534 in Harpersfield Township and changing current elevation of water line from 20 foot deep to 5 foot deep. The new main will be tied into the existing main. The new main will consist of 520 foot of new pipe, as proposed in Quote #QA053124 provided by Contractor.

The Contract price is inclusive of labor, material, traffic control, tie in, and restoration as set forth below:

Hot tap. labor & equipment	\$4,600.00
Hot tap. Material	\$4,650.00
Open cut 220 FT	\$19,965.00
Drill 300 FT of 12" HDPE	\$62,800.00

520 FT of pipe labor & material 167.60 per ft. includes traffic control, 220 ft. of open cut installation of pipe, drill 300 ft. 12" HDPE, tie in's, testing and restoration.

Hydrant is to be supplied by others.

Amount of Liquidated Damages: \$500

EXHIBIT B
INSURANCE REQUIREMENTS

- **General Liability Coverage.** Contractor shall maintain commercial general liability insurance with a limit of not less than \$3,000,000 each occurrence.

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/08/2024

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

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

PRODUCER M&M Insurance/McConnell & Associates 2540 New Butler Road Suite 102 New Castle PA 16101		CONTACT NAME: M&M Insurance Group, Inc. PHONE (A/C No. Ext): (724) 858-7713 FAX (A/C No.): E-MAIL ADDRESS:															
INSURED Klingensmith Enterprises, Inc. Po Box 5135 Conneaut Lake PA 16316-5135		INSURER(S) AFFORDING COVERAGE <table border="1"> <tr> <th>INSURER</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Erie Insurance Company</td> <td>26271</td> </tr> <tr> <td>INSURER B: Erie Insurance Exchange</td> <td>26271</td> </tr> <tr> <td>INSURER C: Erie Insurance Exchange</td> <td>26271</td> </tr> <tr> <td>INSURER D: Erie Insurance Comp of NY</td> <td></td> </tr> <tr> <td>INSURER E: Erie Insurance Company</td> <td>26271</td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER	NAIC #	INSURER A: Erie Insurance Company	26271	INSURER B: Erie Insurance Exchange	26271	INSURER C: Erie Insurance Exchange	26271	INSURER D: Erie Insurance Comp of NY		INSURER E: Erie Insurance Company	26271	INSURER F:	
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COVERAGES **CERTIFICATE NUMBER:** KLIN24070810125989 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADD/SUBR (INSD) (WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> X C U Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		Q81-0241700	12/01/2023	12/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		Q12-0140130	12/01/2023	12/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		Q36-0170540	12/01/2023	12/01/2024	EACH OCCURRENCE \$ 8,000,000 AGGREGATE \$ 8,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	Q98-5101102	12/01/2023	12/01/2024
E	Bulders Risk - Blanket		Q81-0241700	12/01/2023	12/01/2024	Limit \$800,000 Deductible \$1,000

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

Re: State Route 535/State Route 307 Round-A-Bout Emergency Water Main Replacement.
 Ashtabula County is an additional insured on all policies except Workers Compensation, as required by written contract.

CERTIFICATE HOLDER Ashtabula County 25 W. Jefferson St - 2nd Floor Old Courthouse Jefferson OH 44047	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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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: **klingsmith**
Date: **7/17/2024 11:15:09 AM**

This search produced the following list of **3** possible matches:

Name/Organization	Address
Franklin, Ralph	15262 State Route 7 South
Franklinton Preparatory Academy	4721 Reading Rd.
Strickling, Vivian	11755 Norbourne Dr., Apt. 1001

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.



Department of Administrative Services

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.

klingsmith

Show

25

entries

Vendor	Vendor ID	Address	Start Date	End Date	DOB
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No matching records found

Showing 0 to 0 of 0 entries (filtered from 33 total entries)

Previous

Next

FISCAL OFFICER'S CERTIFICATE
5705.41 O.R.C.

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

6002; not to exceed \$0.00.

Agreement Title: RESOLUTION APPROVING THE CONTRACT WITH KLINGINSMITH ENTERPRISES AND ASHTABULA COUNTY FOR THE SR 534 / SR 307 EMERGENCY WATER MAIN REPLACEMENT PROJECT, ACDES

A handwritten signature in blue ink, appearing to read 'David Thomas', is written over a horizontal line.

David Thomas, Ashtabula County
Auditor

Date: July 12, 2024