

RESOLUTION APPROVING A CONTRACT WITH R. L. HILL MANAGEMENT, INC. FOR THE INTERIOR RENOVATION/ALTERATION PROJECT FOR THE ASHTABULA COUNTY CHILDREN SERVICES BOARD BUILDING, LOCATED AT 3914 C COURT, ASHTABULA TOWNSHIP

WHEREAS, Tania Burnett, Director of Ashtabula County Children Services, has presented a Contract for the approval of the Board, to-wit:

Scope of Contract: Interior renovation/alteration at the Children Services Board building located at 3914 C Court, Ashtabula, OH 44004

Provider: R. L. Hill Management, Inc., 31835 Aurora Rd., Solon, OH 44139

Cost: **Not to Exceed:** \$2,227,446.00

Term: Begin upon signing and ending February 28, 2025

WHEREAS, the contract has been reviewed and it is found that such a contract would be desirable and is necessary; now

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

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

**ASHTABULA COUNTY COMMISSIONERS
CERTIFICATION PAGE**

Resolution No. 2024-394

August 27, 2024

**RESOLUTION APPROVING A CONTRACT WITH R. L. HILL MANAGEMENT, INC.
FOR THE INTERIOR RENOVATION/ALTERATION PROJECT FOR THE
ASHTABULA COUNTY CHILDREN SERVICES BOARD BUILDING, LOCATED AT
3914 C COURT, ASHTABULA TOWNSHIP**

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 9th day of August, 2024 (the "Effective Date") between R.L. Hill Management, Inc. (the "Contractor"), with offices at 31835 Aurora Road, Solon, OH 44139, and Ashtabula County, 25 W. Jefferson St., 2nd Floor, Old Courthouse, Jefferson, OH 44047 (the "County") for the Interior Renovation/Alteration Project of the Children Services Building 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. 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 February 28, 2025 (the "Completion Date"), unless otherwise terminated earlier as provided below (the "Term").

ARTICLE III COMPENSATION AND PAYMENT

3.1 The Contractor's total compensation for the Work shall be \$ 2,227,446.00 (the "Contract Price").

3.2 Contractor is subject to and responsible for paying fees to obtain all applicable licenses, permits, and other permissions necessary to perform its obligations under this Contract. Contractor is responsible for paying federal, state, and local taxes. Contractor agrees to withhold all income taxes due or payable for qualifying wages, salaries, and commissions paid to its employees and further agrees that any of its sub-contractors shall be required to agree to withhold any such income taxes due for services performed under this Contract.

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

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

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

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

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

The amount of Liquidated Damages to which the County is apparently entitled under the 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. Except as set forth in Article I, in the event of any inconsistencies or ambiguities between the terms of this Agreement and the General Conditions or Supplementary Conditions incorporated into the Contract Documents, the terms of this Agreement shall take precedence.

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

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

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

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

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

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

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

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

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

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

10.11 Contractor agrees that, in the hiring of employees for the performance of work under the Contract or any subcontract, no contractor, subcontractor, or any person acting on a contractor's or subcontractor's behalf, by reason of race, creed, sex, disability or military status as defined in section 4112.01 of the Revised Code, or color, shall discriminate against any citizen of the state in the employment of labor or workers who is qualified and available to perform the work to

which the employment relates. Contractor further agrees that neither it, its subcontractors, or any person on the Contractor's or subcontractor's behalf, in any manner, shall discriminate against or intimidate any employee hired for the performance of work under the contract on account of race, creed, sex, disability or military status as defined in section 4112.01 of the Revised Code, or color. That there shall be deducted from the amount payable to the Contractor by the County under this Agreement a forfeiture of twenty-five dollars (\$25.00) as required by O.R.C. Section 153.60 for each person who is discriminated against or intimidated in violation of this Agreement. That this Agreement may be canceled or terminated by the County and all money to become due hereunder may be forfeited for a second or subsequent violation of the terms of this section of this Agreement.

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

[SIGNATURES ON NEXT PAGE]

Signature Page

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

RL HILL MANAGEMENT, INC.:

By: 

Date: 8/9/24

Its: President

ASHTABULA COUNTY.:

By: 

Date: 8-27-24

Its: President

Approved as to Legal Form:



Colleen M. O'Toole,
Ashtabula County Prosecutor

Date: 8/10/24

EXHIBIT A

CONTRACT DOCUMENTS

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

- Project Bidding Documents dated May 15, 2024 (the “Bid”)
- Addendum Number 1 dated May 17, 2024
- Addendum Number 2 dated June 18, 2024

Ashtabula County Children Services
Interior Renovation / Alteration Project

For Bidding and Permit
May 15, 2024

SECTION 003000 - BID FORM

1.1 BID FROM:

Bidder R.L. Hill Management, Inc.

Address 31835 Aurora Rd.

City, State, Zip Solon, OH 44139

Telephone Number (440) 439.0490

BID TO:

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

FOR PROJECT:

Interior Renovation / Alteration Project:
Ashtabula County Children Services
3914 'C' Court
Ashtabula, OH 44004

Having examined the Project Bidding Documents dated May 15, 2024 and the following addenda:

Addendum No. <u>1</u> Dated <u>5/17/2024</u>	Addendum No. _____ Dated _____
Addendum No. <u>2</u> Dated <u>6/18/2024</u>	Addendum No. _____ Dated _____

All as prepared by Onyx Creative, Inc, 25001 Emery Rd., Cleveland, OH 44128, Tele: (216) 223-3212. Having inspected the site and become familiar with conditions affecting the Work, the Bidder hereby proposes to furnish all labor, materials, tools, transportation, and equipment necessary to complete the Work designated above, specified, and described in the Project manual and Drawings for the following sums of money:

GENERAL CONTRACTOR:

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

TOTAL LABOR AND MATERIALS: \$ 2,228,645

1.2 TIME OF COMPLETION:

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

1.3 ENCLOSURES:

A. The following required documents accompany this bid form:

- | | |
|---|-------------------------------------|
| 1. Bid Breakdown Form | ☒ |
| 2. Bid Security | ☒ |
| 3. Contractor's Qualification Statement | ☒ |
| 4. Bid Guarantee and Contractor Bond | ☒ |
| 5. Non Collusion Affidavit | ☒ |
| 6. Drug & Employee Screening Policy | ☒ |
| 7. Proposed Construction Schedule | ☒ |

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

1.4 CONTRACTOR'S LICENSE

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

1.5 ACCEPTANCE:

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

BIDDER:



TEL. NO: (440) 439.0490

BY:

Raphael Hill

FAX NO: ()

TITLE:

President

EMAIL ADDRESS: raphael@rhillmgmt.com

DATE:

June 21, 2024

OFFICIAL ADDRESS:

31385 Aurora Rd.
Solon, OH 44139

1.6 CONTRACTOR SUBSTITUTION SHEET

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

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

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

DATE: June 21, 2024 SIGNED BIDDER 

END OF DOCUMENT 003000

Project Ashtabula Co. Children Services
Location 3914 'C' Court
Ashtabula, OH 44004

Trade	Remarks	Value
1.0 General Conditions		\$181,180
2.0 Existing Conditions	LANDSCAPE REPAIR	\$4,000
2.1 Demolition		\$69,800
3.0 Concrete		
3.1 Footings / Foundations		\$26,900
3.2 Flatwork		\$36,200
4.0 Masonry		
4.1 Unit Masonry		\$34,000
5.0 Metals		
5.1 Structural Steel		\$19,000
5.2 Cold Formed Metal Framing		\$95,000
6.0 Woods, Plastics Composites		
6.1 Rough Carpentry		\$25,000
6.2 Finish Carpentry		\$45,760
6.3 Millwork		\$93,000
7.0 Thermal and Moisture Protection		
7.1 Waterproofing		\$2,500
7.2 Insulation	SEE GYP. BOARD	-
7.3 EIFS		\$8,400
7.5 Metal Roofing		\$27,280
8.0 Openings		
8.1 Doors, Frames and Hardware		\$23,900
8.2 Entrances and Storefronts		\$11,000
8.3 Windows	SEE 8.2 ABOVE	-
8.4 Glazing	SEE 8.2 ABOVE	-
9.0 Finishes		
9.1 Gypsum Board		\$25,000
9.2 Tile		\$44,400
9.3 Acoustic Ceilings		\$59,645
9.4 Flooring		\$25,950
9.5 Wall Finishes	FINISH P/W	\$13,000
9.6 Painting		\$22,461
10.0 Specialties		
10.1 Storage		\$1,120
10.2 Toilet Partitions		\$4,600
10.3 Toilet Accessories	SEE 10.2 ABOVE	-
11.0 Equipment		

11.1	Food Service / Kitchen Equip.	Not included	-
12.0	Furnishings		
12.1	Window Treatments	Not included	-
12.2	Furniture	Not included	-
13.0	Special Construction	Not included	-
15.0	Fire Suppression	cost in plumbing	-
15.1	Portable Fire Extinguishers		
16.0	Plumbing		\$367,580
17.0	HVAC		\$728,000
17.1	HVAC Equipment	See line item 17.0	-
17.2	Ductwork / Distribution	See line item 17.0	-
18.0	Integrated Automation	See line item 17.0	-
18.1	Network Equipment	See line item 17.0	-
19.0	Electrical		\$150,000
19.1	Light Fixtures	See line item 19.0	
20.0	Communications		\$44,445
22.0	Earthwork	See line item 3.0	-
22.1	Site Clearing	See line item 3.0	
23.0	Exterior Improvements		
23.1	Concrete (curbs, walks etc)		\$15,400
24.4	Electrical	See line item 19.0	-
24.5	Communication	See line item 19.0	-
26.0	Overhead and Profit		\$91,625

Total		\$0.00
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\$2,228,645

**ASHTABULA COUNTY
COMMISSIONERS**
Kathryn L. Whittington
J. P. Duoro IV
Casey R. Kozlowski



25 W. Jefferson St.
Jefferson, OH 44047-1082
Phone: (440) 576-3750
Fax: (440) 576-2344
commissioners@ashtabulacounty.us

To: All Bidders of Record

From: Ashtabula County Board of Commissioners

**Re: Addendum No. 1
Change mandatory pre-bid meeting date**

Date: May 17, 2024

This Addendum forms a part of the documents and modifies the original bidding documents dated May 15, 2024, and any and all previous addenda, if any. Include this signed acknowledge receipt of this addendum with your bid forms. Failure to do so may subject the bidder to disqualification.

The addendum is as follows:

The bid is hereby modified to change the date of the mandatory pre-bid meeting from June 6, 2024 to June 5, 2024 at 2:00 p.m.

Acknowledgement of Receipt of Addendum No. 1:



Bidder- Signature and Name **RALPHAE L. HILL**
R.L. HILL MANAGEMENT

JUNE 21, 2024

Date

This form is to be signed and submitted with bid documents.

Project:	Ashtabula County Children Services	Addendum #	2
Location:	3914 'C' court	Date	06.18.24
City, State:	Ashtabula, OH 44004	Project #:	21458.00

The Bidders are hereby informed that the Bid Documents dated 05.15.24 for the referenced project are hereby modified, changed and/or supplemented as specified, described and set forth in this addendum. Receipt of this addendum shall be noted on the Proposal Form and any associated costs shall be included in the Bid. Upon its issue, the addendum shall become part of the contract documents.

Modifications have been made to the following bid documents, that were issued on 05.15.24.

1. Section 000100 – NOTICE TO BIDDERS. The Project Opinion of Probable Cost has been clarified to be \$2,546,669.60. The complete revised document has been attached to this addendum.
2. Section 002000 – INFORMATION FOR BIDDERS. Section 1.3: Estimated Construction Schedule, Item B, has been updated to February 28, 2025. The complete revised document has been attached to this addendum.

The following responses below are the result of the pre-bid questions that have been received by Onyx Creative, Inc. for the above referenced project. The questions and answers below are not listed in order of importance.

1. Sht. A12.03 – Casework Pod 'C' / Visitation Rm. Ceiling Plan: In plan detail 3/12.03, the floating ceiling section cut did not reference a detail. Also, further information regarding this ceiling system is requested.

Response:

Refer to the attached SK-A1, for the requested information pertaining to Ceiling Type: CL-2.

2. MP10.00 Lists Specification 23 09 13 for Instrumentation and Control Devices, however there is no specification for the Building Automation System. Several notes on the mechanical schedules (M30.00) reference a new BMS for this project. Please clarify the design intent for the new BMS or provide a specification detailing the requirements for the network architecture, graphics, trends, alarms, and scheduling.

Response:

BMS system requirements are to control the VAV boxes, and the boiler system for the VAV reheat and the fin tube perimeter heat. Scheduling and display requirements will need to be coordinated with tenant.

3. M30.00 RTU Schedule note 8 states "PROVIDE WITH DDC CONTROLS. TEMPERATURE CONTROLS CONTRACTOR TO PROVIDE ALL NECESSARY CONNECTIONS TO NEW BUILDING BMS." Please clarify the design intent for the RTUs. Is the equipment expected to be provided complete with factory controls and BACNET so that the temperature controls contractor can interface to each unit and display them on the BAS? Or are these units expected to be furnished "DDC Ready" so that the temperature controls contractor can field-install their own controller and all necessary end devices?

Response:

If Carrier ALC works best when the RTU comes with open controls, then the drawings can be revised. Price out interfacing with open controls or the way you prefer to do it, we can accommodate.

4. M30.00 Boiler Schedule note 5 states "PROVIDE BMS CONTROLS." Please provide a sequence of operations for the HW System.

Response:

Fin tube is operated by an outside air sensor. VAV reheat is HW 3-way valve.

5. MD10.00 Coded Note 13 states that existing circulation pumps are to remain. Please confirm the quantity of recirculation pumps. Are these pumps single speed, ECM, or on VFDs?

Response:

One boiler(B-2) has 2016 pumps(2x Grundfos UPS 53-55/57/2F, which appear to be 3 speed squirrel cage motors). The other(B-1) will need new circulating pumps. This will be revised on plans. Let me know if those newer pumps will be an issue

6. M20.00 Fintube Piping Plan shows existing FT to remain. Please clarify the design intent for controlling the perimeter heat. Will HW be run through all FT in the building based on OA temp? Or will each FT zone require a control valve wired to the associated VAV box that serves the same zone so that the FT can be used to maintain space temp setpoint?

Response:

OA Temp

7. Do you have any size intentions for the 3 Restroom Sign Types shown on A40.08. The all gender sign must be at least 8"W x 10"H to be ADA compliant.

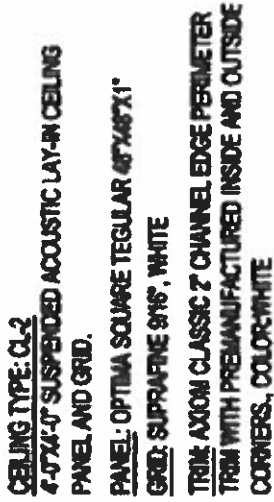
Response:

There are no specific size intentions for the width and height of the Restroom Signs, only the dimensions and requirements for ADA as shown in elevation E/A40.08.

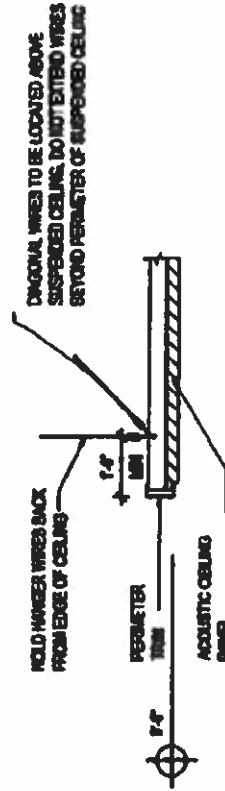
8. Do you have a list of general contractors that are bidding this project?

Response:

See attached Bidders List.



**CEILING TYPE: CL-2 SECTION
CLARIFICATION**



1 TYPICAL SUSPENDED CEILING PERIMETER

CEILING TYPE: CL-2 DETAIL



25001 Emery Rd, Suite 400
Cleveland, Ohio 44128
216.223 3200 | onyxcreative.com

Attention: **All Bidders**

RE: **Ashtabula County Children's Services
Interior Renovation/Alteration Project
3914 'C' Court
Ashtabula, OH 44004**

June 10, 2024

On June 5, 2024, the mandatory pre-bid meeting was held on-site. Below is the list of general contractors who attended this meeting.

- **American Abatement**
P: 216-281-9400
E: tim@asaro-inc.com
Contact: Tim Donelon
- **United Contractors, Inc.**
P: 330-448-8010
E: jim@ucbuilds.com
Contact: Jim Amburgey
- **Declan Construction**
P: 330-647-3898
E: jake@declanconstruction.com
Contact: Jake Saum
- **Massaro Corporation**
P: 412-579-8478
E: Bids@massarocorporation.com
Contact: Bill Toto
- **HAVE Mechanical Contractors**
P: 440-998-7252
E: jason@have-inc.com
Contact: Jason Stuyvesant
- **AKA – The AKA Team**
P: 216-390-1740
E: william@akateam.com
Contact: Will McCastle
- **Lakeland – The Construction Group**
P: 440-579-1100
E: tdardy@lms88.com
Contact: Tim Dardy
- **RL Hill Management Inc.**
P: 440-822-8014
E: garystrieter@rlhillmgmt.com
Contact: Gary Strieter
- **Sona Construction, LLC**
P: 216-883-9955
E: sunild@ameritech.net
Contact: Sunil Desai
- **Perk Company, Inc.**
P: 216-391-1444
E: aignazio@perkcompany.com
Contact: Anthony Ignazio
- **Infinity Construction**
P: 216-883-3777
E: DAddington@InfinityConstruction.com
Contact: David Addington

NOTICE TO BIDDERS

000100 – NOTICE TO BIDDERS

Sealed bids for the Interior Renovation / Alteration project for the Ashtabula County Children Services located at 3914 'C' Court, Ashtabula, OH 44004 will be received at the office of the Ashtabula County Commissioners, Attn: Lisa Hawkins, Clerk of the Board, 25 Jefferson St, Jefferson, OH 44047 until 2:00 pm on June 21, 2024, and will be opened and read immediately after.

Project Opinion of Probable Cost: **\$2,546,659.50**

Bid packages including plans and specifications may be obtained by contacting Anthony Alexander, Reprographics Manager, Blue Streak Service at 216-223-3203, aalexander@bluestreakservices.com. Upon securing the non-refundable payment of \$100.00, a link will be provided to download this project in electronic format. Hard copies of the plans and specifications are available for a fee upon request.

All bids must be made on the forms provided with the bid documents and shall be delivered in a sealed envelope, the outside properly marked with project title, date, and time of bid opening. Each bid must be in strict compliance with all the Instructions to Bidders to be considered for contract award.

Each bid shall contain the full name of each person or company submitting a bid and shall be accompanied by either:

- 1) A bond in accordance with division (B) of ORC 153.54 for the full amount of bid; or
- 2) A certified check or cashier check. The amount of the certified check or cashier check shall be equal to ten percent (10%) of the bid, as a security that they will enter into a contract should the bid be accepted.

All questions during bidding must be submitted in writing to Onyx Creative, Inc. 25001 Emery Rd., Cleveland, OH 44128, via email to tnagyv@onyxcreative.com no later than 12:00 pm EST on June 17, 2024. Ashtabula County Children Services staff will not be available to answer questions nor meet with potential bidders outside the Pre-Bid Meeting. Responses will be addressed via email as an addendum no less than 2 days prior to bid deadline.

A MANDATORY pre-bid meeting will be held at the main entrance of the Ashtabula County Children Services located at 3914 'C' Court, Ashtabula, OH 44004 on June 5, 2024, at 2:00 p.m. EST. All bidders are required to attend, to be considered for the contract award.

Bidders must comply with prevailing wage rates on public improvements in Ashtabula County, Ohio as determined by the Ohio Bureau of Employment Services, Wage and Hour Division.

This notice is available online on the Ashtabula County website at www.ashtabulacounty.us/bids and accessed by clicking the appropriate link.

The Board of Commissioners reserves the right to reject any or all bids, waive all informalities or irregularities and to accept the lowest and best bid.

By order of the Board of County Commissioners, Ashtabula County, Ohio

Kathryn Whittington, J.P. Ducro IV, Casy Kozlowski

Lisa Hawkins, Clerk of Board

Publish: May 15, 2024

Revised : June 18, 2024

SECTION 002000 - INFORMATION FOR BIDDERS

PART 1 - GENERAL

1.1 SITE VISITATIONS

- A. Bidders are required to attend the mandatory pre-bid meeting held at the project site located at 3914 'C' Court, Ashtabula, OH 44004 on June 5, 2024, at 2:00 P.M., EST.

1.2 SUPPLEMENTAL INFORMATION

- A. Due the complexity of this project and the forthcoming impact to the day-to-day operations within this facility, ACCS Management has requested, that all bidding contractors provide with their bid, a proposed preliminary schedule and outline on the phasing of this project, so that Management has an understanding on how to make accommodations for their staff, while the various phases of this project are under construction.

1.3 ESTIMATED CONSTRUCTION SCHEDULE

- A. Proposed Construction Start Date: September 2, 2024
1. Estimate (4-6 weeks) per each pod.
- B. Proposed Construction Completion Date: February 28, 2025

Note: These dates are just estimated construction time limits for the start and completion dates for this project. Dates subject to change once a general contractor has been awarded the project and the proposed construction schedule has been thoroughly evaluated.

END OF SECTION 002000

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

KNOW ALL MEN BY THESE PRESENTS,

That we, the undersigned R.L. Hill Management, Inc., 31835 Aurora Road, Solon, OH 44139

(Name and Address)

as Principal and Travelers Casualty & Surety Company of America

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

unto Ashtabula County Commissioners hereinafter

called Oblige, in the penal sum of the dollar amount of the bid submitted by the Principal to the Oblige

on 21st day of June, 2024 to

undertake the project known as: Ashtabula County Children Services / Interior Renovation & Alteration

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

In no case shall the penal sum exceed the amount of TWO MILLION TWO HUNDRED EIGHT THOUSAND SIX HUNDRED FORTY FIVE dollars (\$2,228,645)

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

THE CONDITION OF THE ABOVE OBLIGATIONS IS SUCH, that whereas the above named Principal has submitted a bid on the above referred project:

NOW, THEREFORE, if the Oblige accepts the bid of the Principal and the Principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications and bills for material; and in the event the Principal pays to the Oblige the difference not to exceed ten percent (10%) of the Bid Guaranty and Contract Bond

004100-3

penalty hereof between the amount specified in the bid and such larger amount for which the Obligor may be in good faith contract with the next lowest bidder to perform the work covered by the bid; or in the event the Obligor does not award the contract to the next lowest bidder and resubmits the project for bidding, the Principal will pay the Obligor the difference not to exceed ten percent (10%) of the penalty hereof between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new contract documents, required advertising and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be void, otherwise to remain in full force and effect. If the Obligor accepts the bid of the Principal and the Principal within ten (10) days after the awarding of the contract, enters into a proper contract in accordance with the bid, plans, details, specifications, and bills of material, which said contract is made a part of this bond the same as though set forth herein; and

IF THE SAID Principal shall well and faithfully perform each and every condition of such contract; and indemnify the Obligor against all damage suffered by failure to perform such contract according to the provisions thereof and in accordance with the plans, details, specifications, and bills of material therefore; and shall pay all lawful claims of subcontractors, materialmen, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any materialman or laborer having a just claim, as well as for the Obligor herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

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

Ashtabula County Children Services
Interior Renovation / Alteration Project

For Bidding and Permit
May 15, 2024

SIGNED AND SEALED THIS 21st day of June, 2024.

PRINCIPAL: R.L. Hill Management, Inc.

SURETY COMPANY ADDRESS
(Bond Department)

BY: [Signature]

Travelers Casualty & Surety Company of America
Company Name

TITLE: PRESIDENT 6150 Oak Tree Blvd., #500
Street

SURETY: Travelers Casualty & Surety Company of America Independence, OH 44131
City State Zip

COMPANY Travelers Casualty & Surety Company of America 800-468-4999
Telephone

BY: [Signature]
Sharon Brickman, Attorney in Fact
216-328-8080
Telephone Number

SURETY AGENT'S ADDRESS

The Fedeli Group
Agency Name
6005 Rockside Rd., Suite 500
Street
Independence, OH 44131
City State Zip
216-328-8080
Telephone

TRAVELERS

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

POWER OF ATTORNEY

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

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



State of Connecticut

City of Hartford as.

By: _____

Robert L. Ranney, Senior Vice President

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

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

My Commission expires the 30th day of June, 2026



Anna P. Nowak, Notary Public

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

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

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

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

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

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

Dated this 21st day of June, 2024



Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3800.

Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

Office of Risk Assessment
60 West Town Street
Third Floor - Suite 300
Columbus, Ohio 43215
(614)844-2658
Fax(614)844-3256
www.insurance.ohio.gov

Ohio Department of Insurance

Mike DeWine - Governor

Judith French - Director



Certificate of Compliance

Issued 03/18/2024

Effective 04/02/2024

Expires 04/01/2025

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

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

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

Section 3929.01 (A)

Accident & Health

Aircraft

Allied Lines

Boiler & Machinery

Burglary & Theft

Commercial Auto - Liability

Commercial Auto - No Fault

Commercial Auto - Physical Damage

Credit

Earthquake

Fidelity

Financial Guaranty

Fire

Glass

Inland Marine

Medical Malpractice

Multiple Peril - Commercial

Multiple Peril - Farmowners

Multiple Peril - Homeowners

Ocean Marine

Other Liability

Private Passenger Auto - Liability

Private Passenger Auto - No Fault

Private Passenger Auto - Physical Damage

Surety

Workers Compensation

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

IN WITNESS WHEREOF, I have hereunto subscribed my name and caused my seal to be affixed at Columbus, Ohio, this day and date.

Judith L. French

Judith French, Director



TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF JUNE 30, 2023

CAPITAL STOCK \$ 6,480,000

ASSETS		LIABILITIES & SURPLUS	
BONDS	\$ 5,150,861,833	LOSSES	\$ 1,838,742,249
STOCKS	115,760,594	LOSS ADJUSTMENT EXPENSES	136,032,824
CASH AND INVESTED CASH	83,310,786	COMMISSIONS	38,296,447
OTHER INVESTED ASSETS	6,861,822	OTHER EXPENSES	38,588,082
SECURITIES LENDING REINVESTED COLLATERAL ASSETS	25,983,085	TAXES, LICENSES AND FEES	11,726,720
INVESTMENT INCOME DUE AND ACCRUED	43,143,089	UNEARNED PREMIUMS	1,453,378,390
PREMIUM BALANCES	347,716,520	ADVANCE PREMIUM	2,438,053
REINSURANCE RECOVERABLE	43,481,728	POLICYHOLDER DIVIDENDS	18,990,836
NET DEFERRED TAX ASSET	70,753,310	CEDED REINSURANCE NET PREMIUMS PAYABLE	87,783,183
CURRENT FEDERAL AND FOREIGN INCOME TAXES RECOVERABLE	4,318,606	AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	21,257,989
GUARANTY FUNDS RECEIVABLE OR ON DEPOSIT	1,868,093	REMITTANCES AND ITEMS NOT ALLOCATED	5,152,800
RECEIVABLE FROM PARENTS, SUBSIDIARIES AND AFFILIATES	28,863,847	PROVISION FOR REINSURANCE	6,484,384
OTHER ASSETS	1,580,021	PAYABLE FOR SECURITIES LENDING	25,983,085
		OTHER ACCRUED EXPENSES AND LIABILITIES	317,889
		TOTAL LIABILITIES	\$ 8,361,171,831
		CAPITAL STOCK	\$ 6,480,000
		PAID IN SURPLUS	433,803,780
		OTHER SURPLUS	2,090,072,833
		TOTAL SURPLUS TO POLICYHOLDERS	\$ 2,550,556,563
TOTAL ASSETS	\$ 6,821,527,524	TOTAL LIABILITIES & SURPLUS	\$ 6,821,527,524

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

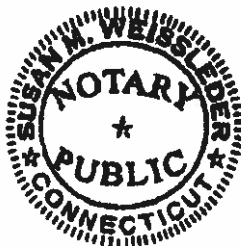
MICHAEL J. DOODY, BEING DULY SWORN, SAYS THAT HE IS VICE PRESIDENT - FINANCE, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 30TH DAY OF JUNE, 2023.

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

Michael J. Doody
VICE PRESIDENT - FINANCE

Susan M. Weissleder
NOTARY PUBLIC

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



AIA Document A305 - 2020

Exhibit A

General Information

This Exhibit is part of the Contractor's Qualification Statement, submitted by R.L. Hill Management and dated the Twenty-First day of June in the year Two Thousand Twenty-Four
(In words, indicate day, month and year.)

§ A.1 ORGANIZATION

§ A.1.1 Name and Location

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

R.L. Hill Management, Inc
31835 Aurora Rd. Solon, OH

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

N/A

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

N/A

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

31835 Aurora Rd,
Solon, OH 44139

§ A.1.2 Legal Status

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

S Corporation

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

Ohio

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

N/A

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

Raphael L. Hill

January 18, 1998

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

N/A

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

N/A

§ A.1.3 Other Information

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

26 Years

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

20

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

236220

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

Minority Business Enterprise – Ohio, Cuyahoga County & Cleveland
Small Business Enterprise – Cuyahoga County
EDGE - Ohio
SA - Federal

§ A.2 EXPERIENCE

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

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

\$37,793,861

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

\$13,441,059

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

\$11,213,000

§ A.3 CAPABILITIES

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

Carpentry and demolition

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

RL Hill specializes in renovations and self-performs selective demolition and carpentry related services.

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

Estimating & Constructability Reviews

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

RL Hill manages the BIM process on projects that require it but does not model in house.

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

Procore

§ A.4 REFERENCES

§ A.4.1 Identify three client references:

(Insert name, organization, and contact information)

1) Eric Mack, Project Coordinator
Cuyahoga County
(216) 215-6291

2) Dee Sledge, Project Manager
Starbucks Coffee Co.
(773) 241-0041
dsledge@starbucks.com

3) Tony Sias, CEO
Karamu House
(216) 752-7074
tsias@karamuhouse.org

§ A.4.2 Identify three architect references:

(Insert name, organization, and contact information)

1) Richard Ortmeyer, Principle
Bostwick Design
(216) 752-7074
ortmeyerr@bostwickdesign.com

2) Sandra Madison, CEO
Robert P. Madison International, Inc.
(216) 861-8195
smadison@rpmadison.com

3) Daniel Bickerstaff, Principle

Ubiquitous Design, LTD.
(216) 752-4444
arcatek@udltd.com

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

Andy Phelps
PNC
(440) 801-5021
Maryann.soldan@pnc.com

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

1) Brad Pinchot, U.P.
Novak & Sons, Inc.
(216) 475-5440

2) Todd Ozanich, President
Imperial Heating & Cooling, Inc.
(440) 498-1788

3) Steve Jones, Ex. Vice President
Zenith Systems, LLC
(216) 584-2608
sjones@zenithsystems.com

AIA Document A305 - 2020

Exhibit B

Financial and Performance Information

This Exhibit is part of the Contractor's Qualification Statement, submitted by R.L Hill Management and dated the Twenty-First day of June in the year 2024
(In words, indicate day, month and year.)

§ B.1 FINANCIAL

§ B.1.1 Federal tax identification number:

34-1854086

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

Contact at Marcum: Randy Bosley 440.459.5726 Randy.Bosley@marcumllp.com
Company financial statements, balance sheets and income statements available upon request.

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

No

§ B.1.4 Identify your organization's preferred credit rating agency and identification information.
(Identify rating agency, such as Dun and Bradstreet or Equifax, and insert your organization's identification number or other method of searching your organization's credit rating with such agency.)

No preference, identification number is 34-1854086

§ B.2 DISPUTES AND DISCIPLINARY ACTIONS

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

No

§ B.2.2 In the last five years has your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management:
(If the answer to any of the questions below is yes, provide an explanation.)

- .1 failed to complete work awarded to it?

No

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

No

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

No

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

No

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

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

No

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

No

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

No

AIA Document A305 - 2020

Exhibit C

Project Specific Information

This Exhibit is part of the Contractor's Qualification Statement, submitted by R.L. Hill Management, Inc. and dated the Twenty-First day of June in the year 2024
(In words, indicate day, month and year.)

PROJECT:

(Name and location or address.)

Interior Renovations/Alteration
Ashtabula County Children Services
3914 'C' Court Ashtabula, OH 44004

CONTRACTOR'S PROJECT OFFICE:

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

31835 Aurora Rd. Solon, OH 44139

TYPE OF WORK SOUGHT

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

Construction Manager as Constructor

CONFLICT OF INTEREST

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

N/A

§ C.1 PERFORMANCE OF THE WORK

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

2007

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

20

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

N/A

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

Marcellus Byrd, Executive Project Manager
31835 Aurora Rd. Solon, OH 44139
Over 22 years' experience as a project manager
Experience with numerous public library projects and large commercial projects

Dean Feliciano, Project Superintendent
31835 Aurora Rd. Solon, Ohio 44139
Experience in numerous large commercial projects

Lynell Pointer, Project Engineer
31835 Aurora Rd. Solon, Ohio 44139
Has built and renovated large commercial projects including schools, libraries, prisons, and medical office buildings

Rhonda Molenaar, Accountant
31835 Aurora Rd. Solon, Ohio 44139
Experience with LCP tracker and certified payroll on public projects

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

Carpentry

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

Platform Cement
Bricker
Columbia Steel
Frank Novak Painting
Architectural Interiors
Imperial Heating & Cooling
Commerce Plumbing
Zenith Systems

§ C.2 EXPERIENCE RELATED TO THE PROJECT

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

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

\$37,793,861

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

\$13,441,059

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

\$11,213,000

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

105 Projects completed

Largest contract: Cuyahoga County Men's Shelter, \$4,439,177

§ C.3 SAFETY PROGRAM AND RECORD

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

Yes

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

N/A

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

See attachment

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

See attachment

§ C.4 INSURANCE

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

See attachment

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

Yes

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

No

§ C.5 SURETY

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

Yes

§ C.5.2 Surety company name:

The Fedeli Group

§ C.5.3 Surety agent name and contact information:

Kevin Keller
(330) 807-4048

§ C.5.4 Total bonding capacity:

\$26,800,000

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

\$13,500,000

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Exhibit D

Contractor's Past Project Experience

	1	2	3	4
PROJECT NAME	Cuyahoga County Animal Shelter	Cuyahoga County Men's Shelter	MetroHealth Behavioral Health Center	Karamu Phase III
PROJECT LOCATION	9500 Sweet Valley Dr. Valley View OH 44125	2020 Lakeside Cleveland, OH 44114	10 Severance Circle Cleveland Hts OH 44118	2355 E. 89 th St. Cleveland, Ohio 44106
PROJECT TYPE	Renovation & Addition in Occupied Space	Renovation	Renovation & Addition in Occupied Space	Renovation & Addition in Occupied Space
OWNER	Cuyahoga County	Cuyahoga County	MetroHealth	Karamu House
ARCHITECT	Bowen	Robert P. Madison International	Hasenstab Architects	Robert P. Madison International
CONTRACTOR'S PROJECT EXECUTIVE	Wendy Harris	Wendy Harris	Marcellus Byrd	Marcellus Byrd
KEY PERSONNEL (include titles)	Dean Feliciano, Superintendent	Dean Feliciano, Superintendent	Guy Riccelli, General Superintendent Darryl Thomas Superintendent	Guy Riccelli, General Superintendent Darryl Thomas Superintendent
PROJECT DETAILS	Contract Amount \$2,155,000 Completion Date September 2024 % Self-Performed Work 5%	Contract Amount \$4,400,000 Completion Date March 2024 % Self-Performed Work 5%	Contract Amount \$3,100,000 Completion Date 2022 % Self-Performed Work 5%	Contract Amount \$5,250,000 Completion Date June 2024 % Self-Performed Work 5%
PROJECT DELIVERY METHOD	☐ Design-bid-build ☐ Design-build ☐ CM constructor ☐ CM advisor ☒ Other: General Contract	☐ Design-bid-build ☐ Design-build ☐ CM constructor ☐ CM advisor ☒ Other: General Contract	☐ Design-bid-build ☐ Design-build ☐ CM constructor ☐ CM advisor ☒ Other: CMR	☐ Design-bid-build ☐ Design-build ☐ CM constructor ☐ CM advisor ☒ Other: Negotiated General Contract
SUSTAINABILITY CERTIFICATIONS	N/A	N/A	N/A	N/A

DRAFT AIA Document A305 - 2020
Exhibit E

Contractor's Past Project Experience, Continued

	1	2	3	4
PROJECT NAME	Cuyahoga County COVID-19 Alterations	Cleveland Clinic RC-20	Starbucks Mayfield Hts	UH Rainbow Babies
PROJECT LOCATION	Various	6000 West Creek Rd Independence OH 44131	5836 Mayfield Rd. Mayfield Hts OH 44124	11100 Euclid Ave. Cleveland OH 44106
PROJECT TYPE	Renovation & Addition in Occupied Space	Renovation & Addition in Occupied Space	Renovation	Modernization
OWNER	Cuyahoga County	Cleveland Clinic	Starbucks	University Hospitals
ARCHITECT	Cuyahoga County	Robert P. Madison International, Inc.	GPD Group	LABella Associates
CONTRACTOR'S PROJECT EXECUTIVE	Raphael Hill	Raphael Hill	Raphael Hill	Raphael Hill
KEY PERSONNEL (include titles)	Guy Riccelli, General Superintendent	Guy Riccelli, General Superintendent	Guy Riccelli, General Superintendent	Guy Riccelli, General Superintendent
PROJECT DETAILS	Contract Amount \$2,200,000 Completion Date 2021 % Self-Performed Work 25%	Contract Amount \$1,700,000 Completion Date 2020 % Self-Performed Work 30%	Contract Amount \$1,200,000 Completion Date 2021 % Self-Performed Work 32%	Contract Amount \$1,380,000 Completion Date 2019 % Self-Performed Work 32%
PROJECT DELIVERY METHOD	☐ Design-bid-build ☐ Design-build ☐ CM constructor ☐ CM advisor ☒ Other: General Contracting	☐ Design-bid-build ☐ Design-build ☐ CM constructor ☐ CM advisor ☒ Other: General Contracting	☐ Design-bid-build ☐ Design-build ☐ CM constructor ☐ CM advisor ☒ Other: General Contracting	☐ Design-bid-build ☒ Design-build ☐ CM constructor ☒ CM advisor ☐ Other:
SUSTAINABILITY CERTIFICATIONS	N/A	N/A	N/A	N/A

OSHA's Form 300A (Rev. 01/2004) Summary of Work-Related Injuries and Illnesses

Year 2021

U.S. Department of Labor
Occupational Safety and Health Administration

Form 300A-01-21 (Rev. 01/2021)

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've edited the entries from every page of the Log. If you had no cases write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 30 CFR 1904.35, or OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

Total number of days away from work	Total number of days of job transfer or restriction
0	0
(K)	(L)

Total number of...	
(M)	(N)
(1) Injury	(4) Poisoning
(2) Skin Disorder	(5) Hearing Loss
(3) Respiratory Condition	(6) All Other Illnesses
0	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time to review the instructions, search existing data sources, gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about this collection of information, or any aspect of this data collection, contact: US Department of Labor, Office of Management and Administration, 200 Constitution Avenue, NW, Washington, DC 20540. Do not send this information to this office.

Establishment Information	
Your establishment name	FL HILL MANAGEMENT, INC.
Street	31255 AMERICA RD.
City	PELICH
State	OHIO
Zip	44128
Industry description (e.g., Manufacture of motor truck trailers)	Commercial motor vehicle repair
Standard Industrial Classification (SIC), if known (e.g., SIC 3716)	
OR: North American Industrial Classification (NAICS), if known (e.g., NAICS 336212)	2 2 5 2 2 5
Employment Information	
Annual average number of employees	82
Total hours worked by all employees last year	35,451
Sign here	
Knowingly falsifying this document may result in a fine.	
I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.	
By: <u>Brady Miller</u>	Certifier
Company executive	106
401-330-2420 (2021)	Printed name
Phone	Signature

Log of Work-Related Injuries and Illnesses

Year 2022
U.S. Department of Labor
Occupational Safety and Health Administration

Free material only on 1-800-417-

Establishment name	R.L. HILL MANAGEMENT, INC.		
City	SOLOM	State	OH

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Page 1 of 1

(1)	Injury
(2)	Slip Disorder
(3)	Respiratory Condition
(4)	Poisoning
(5)	Hearing Loss
(6)	All other illnesses

OSHA's Form 300A (Rev. 01/2004) Summary of Work-Related Injuries and Illnesses

Year 2022

U.S. Department of Labor
Occupational Safety and Health Administration
Form 300A-OSHA 309a-1012-101

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to enter the 0s to verify that the entries are complete.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no entries write "0."

Employers better understand, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.36, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(0)	(0)	(0)	(0)

Total number of days away from work	Total number of days of job transfer or restriction
0	0
(0)	(0)

Total number of...	
(4)	
(1) Injury	0
(2) Skin Disorder	0
(3) Respiratory Condition	0
(4) Poisoning	0
(5) Hearing Loss	0
(6) All Other Illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time to review the instruction, search existing data sources, gather the data needed, and complete and review the collection of information. Send comments regarding this burden estimate or any aspect of this collection of information, including suggestions for reducing the burden, to Washington, DC 20503. Do not send this information to the person to whom you are submitting the collection of information. For more information on this burden estimate, contact the Office of Management and Enterprise Services, Paperwork Project Team, Washington, DC 20503.

Establishment Information	
Your establishment name	<u>R.I. HILL MANAGEMENT, INC.</u>
Street	<u>11111 AURORA RD.</u>
City	<u>SCION</u> State <u>OHIO</u> Zip <u>44130</u>
Industry description (e.g., Manufacture of motor truck trailers)	<u>Commercial construction general contractor</u>
Standard Industrial Classification (SIC), if known (e.g., SIC 3710)	
OR, North American Industrial Classification (NAICS), if known (e.g., NAICS 336112)	<u>2 2 2 2 2 2</u>
Employment Information	
Annual average number of employees	<u>29</u>
Total hours worked by all employees last year	<u>28,419</u>
Sign here	
I hereby certify that this document was prepared in a true and accurate manner.	
I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.	
Signature	Company name
<u>Steve Miller</u>	<u>Company name</u>
440-330-0001	Phone
<u>440-330-0001</u>	Phone

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 2023 
U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OHS no. 1218-0174

Establishment name R.L. HILL MANAGEMENT, INC.
City BOLON State OH

[illegible]

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instruction, search existing data sources, gather the data needed, and complete and review the collection of information. Send comments regarding this burden estimate or any aspect of this collection of information, including suggestions for reducing the burden, to Washington Headquarters Office, Paperwork Project (0434-0188). Send all other correspondence regarding this collection of information to the collection manager, U.S. Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave., NW, Washington, DC 20210. Do not send the confidential information in this collection.



Kevin S. Keller
Senior Vice President
Construction & Surety Division
(216) 643-6978
kkeller@thefedeligroup.com

January 3, 2024

Mr. Raphael Hill
RL Hill Management, Inc.
31835 Aurora Road
Solon, OH 44139

Re: RL Hill Management, Inc.

Dear Ralph:

We are pleased to represent RL Hill Management, Inc. as surety agent. We have served in this capacity since January of 2008. RL Hill Management, Inc. is a valued client of our agency.

RL Hill's surety is Travelers Casualty and Surety Company of America, NAIC #31194. They are rated A+ (Superior), XV (\$2 billion in surplus or greater) by A.M Best Company. Travelers' U.S. Treasury limit is \$224,944,000.

Travelers is providing surety support to RL Hill in the amount of \$7 million single job/ \$12 million aggregate. These limits are based upon historical usage and not a maximum amount. Higher limits are likely available on a case-by-case basis.

This letter should not be construed to be a commitment to become surety on any specific project. The surety expressly reserves its right to modify its plans prior to issuing any bonds contingent upon review of the terms and conditions of the contract, bond forms, pertinent underwriting information, and financing for a project.

If you should desire further information, please feel free to contact me.

Sincerely,

Kevin S. Keller



RLHILLM-01

PCOWAN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/30/2023

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
The Fedell Group
5005 Rockside Road, Fifth Floor
Independence, OH 44131

CONTACT Pat Cowan

PHONE (AC, No, Ext): (216) 643-2749

FAX (AC, No): (216) 326-8081

E-MAIL PCowan@thefedellgroup.com

INSURER(S) AFFORDING COVERAGE

INSURER A: Westfield Insurance Company

NAIC #

24112

INSURED

RL Hill Management, Inc.
31835 Aurora Road
Solon, OH 44139

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

TYPE	TYPE OF INSURANCE	ADDITIONAL COVERAGES	POLICY NUMBER	POLICY EFF. DATE (MM/YY)	POLICY EXPI. DATE (MM/YY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY ☒ PRO. ☒ LOC OTHER:		CWP0776399	9/8/2023	9/8/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRE AUTOS ONLY ☒ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY		CWP0776399	9/8/2023	9/8/2024	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB EXCESS LIAB DED ☒ RETENTION \$ 0	☒ OCCUR CLAIMS-MADE	CWP0776399	9/8/2023	9/8/2024	EACH OCCURRENCE \$ 13,000,000 AGGREGATE \$ 13,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Summary in W-9) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A	CWP0776399	9/8/2023	9/8/2024	PER STATUTE ☒ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

FOR INFORMATION PURPOSES

XXXXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXX

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

Pat Cowan

ACORD 25 (2018/03)

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The ACORD name and logo are registered marks of ACORD

SECTION 006300 - FORM OF NON-COLLUSION AFFIDAVIT

State of Ohio _____)

) SS.

County of CUYAHOGA _____)

Bid Identification 2024-1D5A

Contractor Raphael Hill

_____, being first duly sworn, deposes and says that he is President

(sole owner, a partner, president, secretary, etc.) of R.L. Hill Management, Inc.

_____, the party making the foregoing bid; that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that such bid is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that any one shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with any one to fix the bid price of said bidder or of any other bidder, or to fix any overhead, profit, or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract or any one interested in the proposed contract; that all statements contained in such bid are true; and, further, that said bidder has not, directly or indirectly, submitted his bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to such person or persons as have partnership or other financial interest with said bidder in his general business.

Signed: _____

Subscribed and sworn to before me this

21 day of JUNE, 2024

Seal of Notary

Irish Victoria Power



END OF SECTION 006300

Drug Free Workplace Policy

COMPANY: RL HILL MANAGEMENT, INC.

EFFECTIVE DATE: SEPTEMBER, 2020

UPDATED: MAY, 2022

Purpose and Goal

RL Hill Management, Inc. is committed to protecting the safety, health and well-being of all employees and other individuals in our workplace. We recognize that alcohol abuse and drug use pose a significant threat to our goals. We have established a drug-free workplace program that balances our respect for individuals with the need to maintain an alcohol and drug-free environment.

RL Hill Management, Inc. encourages employees to voluntarily seek help with drug and alcohol problems. Our company makes a list of local resources available to assist employees who may need help with drug or alcohol problems.

Covered Workers

An employee of RL Hill Management, Inc. or applicants for a position at the company is covered by our drug-free policy. Our policy includes, but is not limited to all management positions, supervisors, full-time or part time employees, off-site employees and includes contractors or temporary staff employed by outside agencies.

Shared Responsibility

A safe and productive drug-free workplace is achieved through cooperation and shared responsibility. Both employees and management have important roles to play.

All employees are required to report to work fit for duty and without impairment due to the use of alcohol or other drugs.

In addition, employees should:

- Be concerned about working in a safe environment.
- Support fellow workers in seeking help.
- Seek assistance before a positive drug or alcohol test occurs.
- Report dangerous behavior to their supervisor.

It is the supervisor's responsibility to:

- Observe employee performance.
- Investigate reports of dangerous practices.
- Document negative changes and problems in performance.
- Follow a "needs to know" policy when communicating information related to drug and alcohol use, rehabilitation, performance issues or violations of this policy.
- Counsel employees as to expected performance improvement.
- Provide information on the local resources available to assist employees.
- Clearly state consequences of policy violations.
- Know where to take employees for drug and alcohol testing, when applicable.

Applicability

Our drug-free workplace policy is intended to apply whenever anyone is representing or conducting business for RL Hill Management, Inc.. Therefore, this policy applies during all working hours, whenever conducting business or representing RL Hill Management, Inc., while on RL Hill Management, Inc. property and at company-sponsored events.

Communication

Communicating our drug-free workplace policy to both supervisors and employees is critical to our success. To ensure all employees are aware of their role in supporting our drug-free workplace program:

- All employees will receive a written copy of the policy upon hire.
- The policy will be reviewed in orientation sessions with new employees.
- The policy and assistance programs will be reviewed at safety meetings.
- Employee may request a copy of this policy from human resources at any time.
- Additional training for employees and supervisors may be offered from time to time.

When an update to this policy is made, employees will be notified.

Prohibited Behavior

It is a violation of our drug-free workplace policy to use, possess, sell, trade, and/or offer for sale alcohol, illegal drugs or intoxicants or use prescription medication in a manner not intended by the physician. It is a violation of our policy to buy, sell, trade and/or offer alcohol, illegal drugs, intoxicants or prescription medication to minors.

Assistance

RL Hill Management, Inc. recognizes that alcohol and drug misuse and addiction are treatable illnesses. We also realize that early intervention and support improve the success of rehabilitation. To support our employees, our drug-free workplace policy:

- Encourages employees to seek help if they are concerned that they or their family members may have a drug and/or alcohol problem.
- Encourages employees to utilize the services of qualified professionals in the community to assess the seriousness of suspected drug or alcohol problems and identify appropriate sources of help.
- Ensures the availability of a current list of qualified community professionals.
- Offers all employees and their family members assistance with alcohol and drug problems through the Employee Assistance Program (EAP).
- Allows the use of sick, vacation, comp time or unpaid time while seeking treatment for alcohol and other drug problems.

Treatment for alcoholism and/or drug use disorders may be covered by the employee benefit plan. However, the ultimate financial responsibility for recommended treatment belongs to the employee

Notification of Conviction

Any employee, who is arrested or convicted of a criminal drug violation, including a DUI, must notify RL Hill Management, Inc. in writing within five (5) calendar days of the arrest or conviction.

Drug and Alcohol Testing Process

To ensure the accuracy and fairness of our testing program, all testing will be conducted according to Substance Abuse and Mental Health Services Administration (SAMHSA) guidelines where applicable. Testing will be a urine specimen, will be subjected to GC/MS confirmation and will be reviewed by a Medical Review Officer. Any employee testing positive will have the opportunity to explain the results with the Medical Review Officer before final results are released to RL Hill Management, Inc.. The Medical Review Officer may verify prescription medication with the prescribing physician.

During the testing process, cut off levels indicating a positive test will mirror the cut off levels used in federal testing (49 CFR) in force at the time of collection.

All drug-testing information will be maintained separately from personnel records, in separate confidential files. Employees may have access to their files at any time after signing a written consent. No drug or alcohol testing results will be released to third parties, including other employers, except where required by federal regulations or by law.

Testing for the presence of alcohol will be by breath alcohol machine. When the breath alcohol machine is not available, saliva or blood may be used. Initial tests at or above .02 on the breath alcohol machine will require a confirmation test conducted 15 minutes after the initial test. .02 or above on the confirmation will indicate a positive alcohol test result.

The substances that will be tested for are

- Amphetamines
- Cannabinoids (THC)
- Cocaine
- Opiates (Including prescription medication)
- Phencyclidine (PCP)
- Ecstasy
- Alcohol

Medical Marijuana

Ohio law allows employers to ban the use of medical marijuana by employees. Violation of this policy will result in immediate termination of employment.

Use of Cannabidiol (CBD) products

Employees should be aware that CBD products are not regulated by the Federal Drug Administration and run the risk of containing more than the federally permissible amount of THC causing a positive THC (marijuana) drug test. Using a CBD product is not an acceptable explanation for a positive drug test and employees will be subjected to disciplinary action.

Types of Testing

As a condition of employment, employees and applicants may be required to test in the following situations:

- Pre-employment
- Post-accident
- Reasonable suspicion
- Return to Work testing after absences over 90 days

"Dilute" Specimen

An employee who has a test reported as "dilute" by the Medical Review Officer will be required to provide a new specimen in a witnessed collection. The employer will accept the result of the second test as the final result.

Policy Violations

Employees who violate this policy will be subjected to discipline up to and including termination. An employee with a positive drug or alcohol test may be offered a Last Chance Agreement. Under a Last Chance Agreement:

- Employee is suspended from all work activity.
- Employee is required to attend an initial evaluation with a Substance Abuse Professional (SAP).
- Employee is required to abide by the treatment plan recommended by the Substance Abuse Professional.
- Before returning to work, employee is required to test negative on a drug and/or alcohol test.
- Employee may be subjected to follow up drug and alcohol test for a minimum of one year following the initial positive test. The Substance Abuse Professional may require a longer follow up testing schedule.
- A subsequent positive test will result in an immediate termination of employment.

Some costs related to the Last Chance Agreement may be covered under the employee's medical insurance. All other costs are the responsibility of the employee.

Refusal to Test, Adulteration of Test or Substitution of Specimen

An employee will be subject to immediate termination if he/she refuses to provide a specimen for a test, adulterates, substitutes the specimen with that from another person or sends an imposter, will not sign the required forms or refuses to cooperate in the testing process in such a way that prevents completion of the test.

In the case of applicants, if he or she violates the drug-free workplace policy, the offer of employment will be withdrawn.

Confidentiality

All information received by RL Hill Management, Inc. through the drug-free workplace program is confidential communication. Access to this information is limited to those who have legitimate need to know in compliance with relevant laws and management policies.

All supervisors are required to keep confidential any information regarding employees who are in a recovery program, who have tested positive or otherwise have violated this policy. Violation of confidentiality are subjected to discipline up to and including termination of employment.

Signed Acknowledgement of Receipt

All employees and new hires will be required to sign an acknowledgement of receipt of this policy annually.

RL Hill Management, Inc.

CURRENT POLICIES AND ACKNOWLEDGEMENT OF RECEIPT OF DRUG AND ALCOHOL POLICY

THE UNDERSIGNED EMPLOYEE IS IN RECEIPT OF THE CURRENT DRUG AND ALCOHOL POLICY IN FULL AND ACKNOWLEDGES THE FOLLOWING:

- RL Hill Management, Inc. conduct drug and alcohol testing as a condition of employment.
- Alcohol levels at or above .02 will be subject to disciplinary action.
- Employees will be tested for the following drugs/alcohol:
 - CANNABINOID (MARIJUANA)
 - PHENCYCLIDINE (PCP)
 - COCAINE
 - OPIATES (INCLUDING HEROIN)
 - AMPHETAMINE
 - ALCOHOL
- Employees must report the use of prescription drugs that may cause impairment before beginning use.
- Employees may not possess, sell, transport illegal or other drugs or use prescription medication in a manner not intended by a physician.
- RL Hill Management, Inc. will test employees in the following circumstances:
 - Pre Employment
 - Post Accident Testing
 - Follow Up Testing (when a Last Chance Agreement is offered)
 - Reasonable Suspicion
 - Return to Work

MEDICAL MARIJUANA: The use of medical marijuana is strictly prohibited.

DISCIPLINARY ACTIONS: A violation of this policy may result in discipline up to and including termination of employment. Employees with a positive drug screen may be offered a Last Chance Agreement. Please refer to the full policy for detailed disciplinary actions.

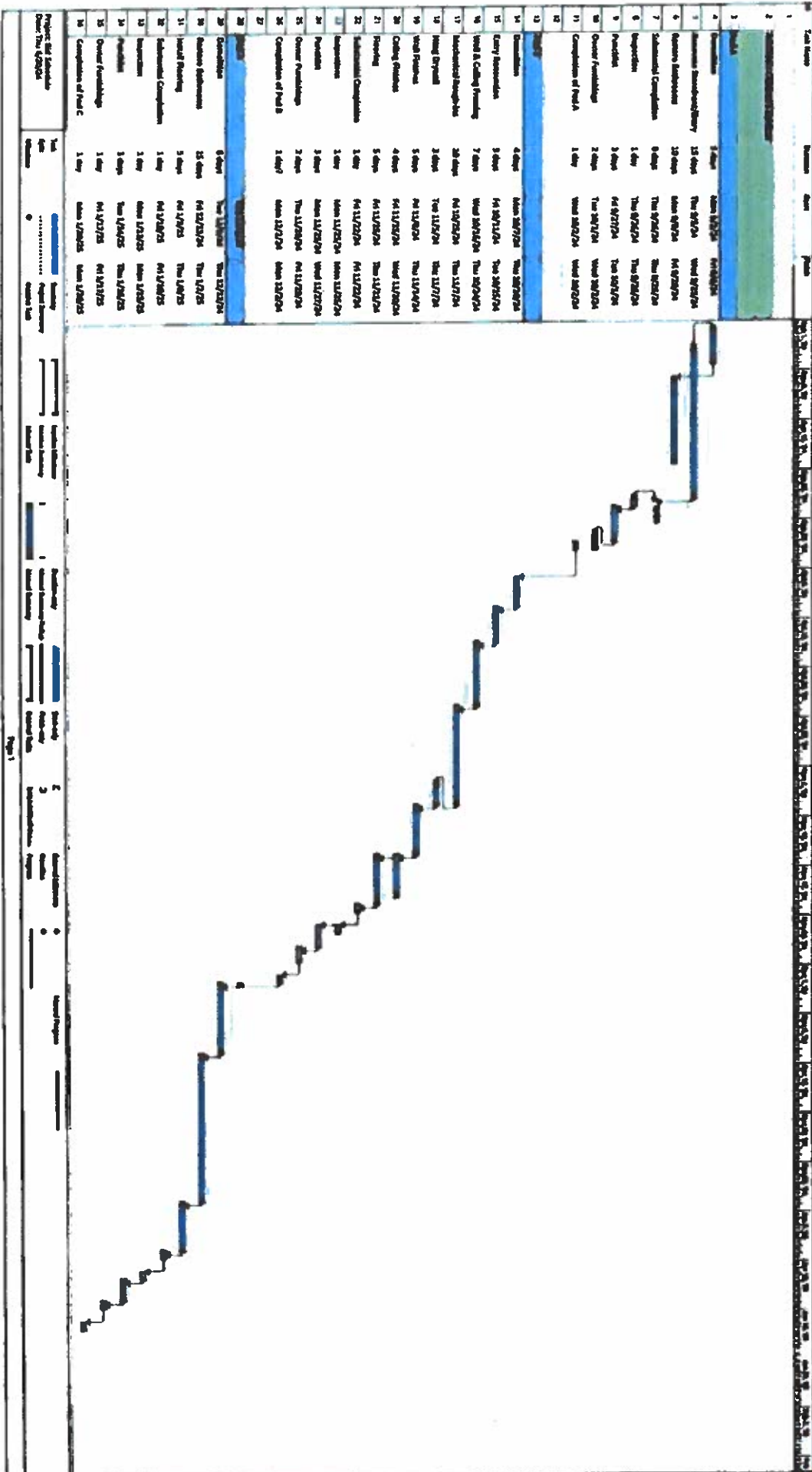
BY SIGNING THIS FORM IN THE SPACE PROVIDED BELOW YOU ARE ACKNOWLEDGING THAT YOU HAVE RECEIVED A FULL COPY OF RL HILL MANAGEMENT, INC. DRUG-FREE WORKPLACE POLICY, THAT YOU SPEAK AND UNDERSTAND ENGLISH, AND THAT YOU HAVE HAD THE OPPORTUNITY TO DISCUSS THE POLICY AND HAVE YOUR QUESTIONS ANSWERED. YOU FURTHER UNDERSTAND THAT IT IS YOUR RESPONSIBILITY TO READ THIS POLICY IN FULL AND ABIDE BY IT AT ALL TIMES. ANY VIOLATION OF THIS POLICY COULD LEAD TO DISCIPLINE UP TO AND INCLUDING TERMINATION OF YOUR EMPLOYMENT.

DATE SIGNED _____

EMPLOYEE'S SIGNATURE _____

WITNESS SIGNATURE _____

PRINTED NAME OF EMPLOYEE _____



FISCAL OFFICER'S CERTIFICATE

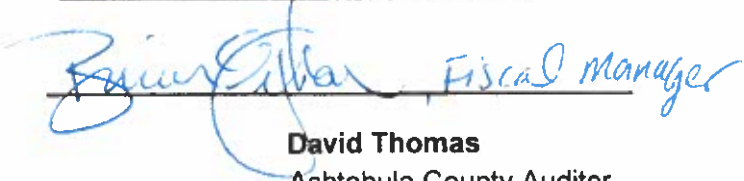
5705.41 O.R.C.

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

4078.206.100 – Capital Projects \$2,227,446.00

Agreement Title: Interior Renovation/Alteration Agreement for Property Located at 3914 C Court, Ashtabula, Ohio 44004

Between: R.L. Hill Management, Inc. and Ashtabula County Commissioners



David Thomas
Ashtabula County Auditor

Date: 8.21.24

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

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

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

1. Affiant is the President of the Ashtabula County Commissioners, at 25 West Jefferson Street, Bldg D, Jefferson, Ohio.
2. The Public Authority will be commencing a public improvement identified as follows:

Interior Renovation/Alterations at the Ashtabula County Children Services Board located at 3914 C Court, Ashtabula, OH 44004.

3. The following lists the name, address, and trade of each of the principal contractors working on this public improvement:

For Contract executed on August 27, 2024

<u>TRADE</u>	<u>CONTRACTOR</u>	<u>SURETY</u>
Construction	R.L. Hill Management, Inc. 31835 Aurora Rd. Solon, OH 44139	Travelers Casualty & Insurance Co. of America 6150 Oak Tree Blvd., #500 Independence, OH 44131

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


Kathryn L. Whittington, President

SWORN TO before me and subscribed in my presence this 27th day of August, 2024.



Lisa Hawkins, Notary Public
Commission Expires July 14, 2025

[SEAL]

NOTICE TO PROCEED

PROJECT: Ashtabula County Children Services Board

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

TO: R.L. Hill Management, Inc.
31835 Aurora Rd.
Solon, OH 44139

DATE: August 27, 2024

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

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


Kathryn Whittington, President

Ashtabula County Children Services
Interior Renovation / Alteration Project

For Bidding and Permit
May 15, 2024

SECTION 003000 - BID FORM

1.1 BID FROM:

Bidder R.L. Hill Management, Inc.

Address 31835 Aurora Rd.

City, State, Zip Solon, OH 44139

Telephone Number (440) 439.0490

BID TO:

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

FOR PROJECT:

Interior Renovation / Alteration Project:
Ashtabula County Children Services
3914 'C' Court
Ashtabula, OH 44004

Having examined the Project Bidding Documents dated May 15, 2024 and the following addenda:

Addendum No. <u>1</u> Dated <u>5/17/2024</u>	Addendum No. _____ Dated _____
Addendum No. <u>2</u> Dated <u>6/18/2024</u>	Addendum No. _____ Dated _____

All as prepared by Onyx Creative, Inc, 25001 Emery Rd., Cleveland, OH 44128, Tele: (216) 223-3212. Having inspected the site and become familiar with conditions affecting the Work, the Bidder hereby proposes to furnish all labor, materials, tools, transportation, and equipment necessary to complete the Work designated above, specified, and described in the Project manual and Drawings for the following sums of money:

GENERAL CONTRACTOR:

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

TOTAL LABOR AND MATERIALS: \$ 2,228,645

1.2 TIME OF COMPLETION:

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

1.3 ENCLOSURES:

A. The following required documents accompany this bid form:

- | | |
|---|-------------------------------------|
| 1. Bid Breakdown Form | ☒ |
| 2. Bid Security | ☒ |
| 3. Contractor's Qualification Statement | ☒ |
| 4. Bid Guarantee and Contractor Bond | ☒ |
| 5. Non Collusion Affidavit | ☒ |
| 6. Drug & Employee Screening Policy | ☒ |
| 7. Proposed Construction Schedule | ☒ |

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

1.4 CONTRACTOR'S LICENSE

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

1.5 ACCEPTANCE:

A. The undersigned understands that the Owner reserves the right to reject any or all proposals.

B. The undersigned agrees that his Proposal may be accepted any time prior to sixty (60) days after Bid Closing date and will not be withdrawn prior to that date.

BIDDER:



TEL. NO: (440) 439.0490

BY:

Raphael Hill

FAX NO: ()

TITLE:

President

EMAIL ADDRESS: raphael@rlhillmgmt.com

DATE:

June 21, 2024

OFFICIAL ADDRESS:

31385 Aurora Rd.
Solon, OH 44139

1.6 CONTRACTOR SUBSTITUTION SHEET

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

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

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

DATE: June 21, 2024 SIGNED BIDDER _____



END OF DOCUMENT 003000

Project Ashtabula Co. Children Services
Location 3914 'C' Court
Ashtabula, OH 44004

Trade	Remarks	Value
1.0 General Conditions		\$181,680
2.0 Existing Conditions	LANDSCAPE REPAIR	\$4,000
2.1 Demolition		\$69,800
3.0 Concrete		
3.1 Footings / Foundations		\$26,900
3.2 Flatwork		\$36,200
4.0 Masonry		
4.1 Unit Masonry		\$34,000
5.0 Metals		
5.1 Structural Steel		\$19,000
5.2 Cold Formed Metal Framing		\$55,000
6.0 Woods, Plastics Composites		
6.1 Rough Carpentry		\$35,000
6.2 Finish Carpentry		\$45,760
6.3 Millwork		\$95,000
7.0 Thermal and Moisture Protection		
7.1 Waterproofing		\$2,500
7.2 Insulation	SEE GYP. BOARD	-
7.3 EIFS		\$8,400
7.5 Metal Roofing		\$27,280
8.0 Openings		
8.1 Doors, Frames and Hardware		\$23,900
8.2 Entrances and Storefronts		\$11,000
8.3 Windows	SEE 8.2 ABOVE	-
8.4 Glazing	SEE 8.2 ABOVE	-
9.0 Finishes		
9.1 Gypsum Board		\$25,000
9.2 Tile		\$44,400
9.3 Acoustic Ceilings		\$59,645
9.4 Flooring		\$35,950
9.5 Wall Finishes	FINISH P/W	\$13,000
9.6 Painting		\$22,461
10.0 Specialties		
10.1 Signage		\$1,120
10.2 Toilet Partitions		\$4,600
10.3 Toilet Accessories	SEE 10.2 ABOVE	-
11.0 Equipment		

11.1	Food Service / Kitchen Equip.	Not included	-
12.0	Furnishings		
12.1	Window Treatments	Not included	-
12.2	Furniture	Not included	-
13.0	Special Construction	Not included	-
15.0	Fire Suppression	Cost in plumbing	-
15.1	Portable Fire Extinguishers		
16.0	Plumbing		\$367,580
17.0	HVAC		\$728,000
17.1	HVAC Equipment	See line item 17.0	-
17.2	Ductwork / Distribution	See line item 17.0	-
18.0	Integrated Automation	See line item 17.0	-
18.1	Network Equipment	See line item 17.0	-
19.0	Electrical		\$150,000
19.1	Light Fixtures	See line item 19.0	
20.0	Communications		\$44,445
22.0	Earthwork	See line item 3.0	-
22.1	Site Clearing	See line item 3.0	
23.0	Exterior Improvements		
23.1	Concrete (curbs, walks etc)		\$15,400
24.4	Electrical	See line item 19.0	-
24.5	Communication	See line item 19.0	-
26.0	Overhead and Profit		\$91,625
Total			\$0.00

\$2,228,645

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



**25 W. Jefferson St.
Jefferson, OH 44047-1092
Phone: (440) 576-3750
Fax: (440) 576-2344
commissioners@ashtabulacounty.us**

To: All Bidders of Record

From: Ashtabula County Board of Commissioners

**Re: Addendum No. 1
Change mandatory pre-bid meeting date**

Date: May 17, 2024

This Addendum forms a part of the documents and modifies the original bidding documents dated May 15, 2024, and any and all previous addenda, if any. Include this signed acknowledge receipt of this addendum with your bid forms. Failure to do so may subject the bidder to disqualification.

The addendum is as follows:

The bid is hereby modified to change the date of the mandatory pre-bid meeting from June 6, 2024 to June 5, 2024 at 2:00 p.m.

Acknowledgement of Receipt of Addendum No. 1:



Bidder- Signature and Name RALPHAE L HILL R.L. HILL MANAGEMENT

JUNE 21, 2024
Date

This form is to be signed and submitted with bid documents.

Project:	Ashtabula County Children Services	Addendum #	2
Location:	3914 'C' court	Date	06.18.24
City, State:	Ashtabula, OH 44004	Project #:	21456.00

The Bidders are hereby informed that the Bid Documents dated 05.15.24 for the referenced project are hereby modified, changed and/or supplemented as specified, described and set forth in this addendum. Receipt of this addendum shall be noted on the Proposal Form and any associated costs shall be included in the Bid. Upon its issue, the addendum shall become part of the contract documents.

Modifications have been made to the following bid documents, that were issued on 05.15.24.

1. Section 000100 – NOTICE TO BIDDERS. The Project Opinion of Probable Cost has been clarified to be \$2,546,659.50. The complete revised document has been attached to this addendum.
2. Section 002000 – INFORMATION FOR BIDDERS. Section 1.3: Estimated Construction Schedule, Item B, has been updated to February 28, 2025. The complete revised document has been attached to this addendum.

The following responses below are the result of the pre-bid questions that have been received by Onyx Creative, Inc. for the above referenced project. The questions and answers below are not listed in order of importance.

1. Sht. A12.03 – Casework Pod 'C' / Visitation Rm. Ceiling Plan: In plan detail 3/12.03, the floating ceiling section cut did not reference a detail. Also, further information regarding this ceiling system is requested.

Response:

Refer to the attached SK-A1, for the requested information pertaining to Ceiling Type: CL-2.

2. MP10.00 Lists Specification 23 09 13 for Instrumentation and Control Devices, however there is no specification for the Building Automation System. Several notes on the mechanical schedules (M30.00) reference a new BMS for this project. Please clarify the design intent for the new BMS or provide a specification detailing the requirements for the network architecture, graphics, trends, alarms, and scheduling.

Response:

BMS system requirements are to control the VAV boxes, and the boiler system for the VAV reheat and the fin tube perimeter heat. Scheduling and display requirements will need to be coordinated with tenant.

3. M30.00 RTU Schedule note 8 states "PROVIDE WITH DDC CONTROLS. TEMPERATURE CONTROLS CONTRACTOR TO PROVIDE ALL NECESSARY CONNECTIONS TO NEW BUILDING BMS." Please clarify the design intent for the RTUs. Is the equipment expected to be provided complete with factory controls and BACNET so that the temperature controls contractor can interface to each unit and display them on the BAS? Or are these units expected to be furnished "DDC Ready" so that the temperature controls contractor can field-install their own controller and all necessary end devices?

Response:

If Carrier ALC works best when the RTU comes with open controls, then the drawings can be revised. Price out interfacing with open controls or the way you prefer to do it, we can accommodate.

4. M30.00 Boiler Schedule note 5 states "PROVIDE BMS CONTROLS." Please provide a sequence of operations for the HW System.

Response:

Fin tube is operated by an outside air sensor. VAV reheat is HW 3-way valve.

5. MD10.00 Coded Note 13 states that existing circulation pumps are to remain. Please confirm the quantity of recirculation pumps. Are these pumps single speed, ECM, or on VFDs?

Response:

One boiler(B-2) has 2016 pumps(2x Grundfos UPS 53-55/57/2F, which appear to be 3 speed squirrel cage motors). The other(B-1) will need new circulating pumps. This will be revised on plans. Let me know if those newer pumps will be an issue

6. M20.00 Fintube Piping Plan shows existing FT to remain. Please clarify the design intent for controlling the perimeter heat. Will HW be run through all FT in the building based on OA temp? Or will each FT zone require a control valve wired to the associated VAV box that serves the same zone so that the FT can be used to maintain space temp setpoint?

Response:

OA Temp

7. Do you have any size intentions for the 3 Restroom Sign Types shown on A40.08. The all gender sign must be at least 8"W x 10"H to be ADA compliant.

Response:

There are no specific size intentions for the width and height of the Restroom Signs, only the dimensions and requirements for ADA as shown in elevation E/A40.08.

8. Do you have a list of general contractors that are bidding this project?

Response:

See attached Bidders List.

SK-A1

Attention: All Bidders

RE: Ashtabula County Children's Services
Interior Renovation/Alteration Project
3914 'C' Court
Ashtabula, OH 44004

June 10, 2024

On June 5, 2024, the mandatory pre-bid meeting was held on-site. Below is the list of general contractors who attended this meeting.

- American Abatement
P: 216-281-9400
E: tim@aaarc-inc.com
Contact: Tim Donelon
- United Contractors, Inc.
P: 330-448-8010
E: jim@ucibuilds.com
Contact: Jim Amburgey
- Declan Construction
P: 330-647-3898
E: jake@declanconstruction.com
Contact: Jake Saum
- Massaro Corporation
P: 412-579-8476
E: Bids@massarocorporation.com
Contact: Bill Toto
- HAVE Mechanical Contractors
P: 440-998-7252
E: jason@have-inc.com
Contact: Jason Stuyvesant
- AKA – The AKA Team
P: 216-390-1740
E: william@akateam.com
Contact: Will McCastle
- Lakeland – The Construction Group
P: 440-579-1100
E: tdardy@lms86.com
Contact: Tim Dardy
- RL Hill Management Inc.
P: 440-822-6014
E: garystrieter@rlhillmgmt.com
Contact: Gary Strieter
- Sona Construction, LLC
P: 216-883-9955
E: sunild@ameritech.net
Contact: Sunil Desai
- Perk Company, Inc.
P: 216-391-1444
E: aignazio@perkcompany.com
Contact: Anthony Ignazio
- Infinity Construction
P: 216-863-3777
E: DAddington@InfinityConstruction.com
Contact: David Addington

NOTICE TO BIDDERS

000100 – NOTICE TO BIDDERS

Sealed bids for the Interior Renovation / Alteration project for the Ashtabula County Children Services located at 3914 'C' Court, Ashtabula, OH 44004 will be received at the office of the Ashtabula County Commissioners, Attn: Lisa Hawkins, Clerk of the Board, 25 Jefferson St, Jefferson, OH 44047 until **2:00 pm on June 21, 2024**, and will be opened and read immediately after.

Project Opinion of Probable Cost: **\$2,546,659.50**

Bid packages including plans and specifications may be obtained by contacting Anthony Alexander, Reprographics Manager, Blue Streak Service at 216-223-3203, aalexander@bluestreakservices.com. Upon securing the non-refundable payment of \$100.00, a link will be provided to download this project in electronic format. Hard copies of the plans and specifications are available for a fee upon request.

All bids must be made on the forms provided with the bid documents and shall be delivered in a sealed envelope, the outside properly marked with project title, date, and time of bid opening. Each bid must be in strict compliance with all the Instructions to Bidders to be considered for contract award.

Each bid shall contain the full name of each person or company submitting a bid and shall be accompanied by either:

- 1) A bond in accordance with division (B) of ORC 153.54 for the full amount of bid; or
- 2) A certified check or cashier check. The amount of the certified check or cashier check shall be equal to ten percent (10%) of the bid, as a security that they will enter into a contract should the bid be accepted.

All questions during bidding must be submitted in writing to Onyx Creative, Inc. 25001 Emery Rd., Cleveland, OH 44128, via email to tnagy@onyxcreative.com no later than **12:00 pm EST on June 17, 2024**. Ashtabula County Children Services staff will not be available to answer questions nor meet with potential bidders outside the Pre-Bid Meeting. Responses will be addressed via email as an addendum no less than 2 days prior to bid deadline.

A MANDATORY pre-bid meeting will be held at the main entrance of the Ashtabula County Children Services located at 3914 'C' Court, Ashtabula, OH 44004 on **June 5, 2024, at 2:00 p.m., EST**. All bidders are required to attend, to be considered for the contract award.

Bidders must comply with prevailing wage rates on public improvements in Ashtabula County, Ohio as determined by the Ohio Bureau of Employment Services, Wage and Hour Division.

This notice is available online on the Ashtabula County website at www.ashtabulacounty.us/bids and accessed by clicking the appropriate link.

The Board of Commissioners reserves the right to reject any or all bids, waive all informalities or irregularities and to accept the lowest and best bid.

By order of the Board of County Commissioners, Ashtabula County, Ohio

Kathryn Whittington, J.P. Ducro IV, Casy Kozlowski

Lisa Hawkins, Clerk of Board

Publish: May 15, 2024
Revised : June 18, 2024

SECTION 002000 - INFORMATION FOR BIDDERS

PART 1 - GENERAL

1.1 SITE VISITATIONS

- A. Bidders are required to attend the mandatory pre-bid meeting held at the project site located at 3914 'C' Court, Ashtabula, OH 44004 on June 5, 2024, at 2:00 P.M., EST.

1.2 SUPPLEMENTAL INFORMATION

- A. Due the complexity of this project and the forthcoming impact to the day-to-day operations within this facility, ACCS Management has requested, that all bidding contractors provide with their bid, a proposed preliminary schedule and outline on the phasing of this project, so that Management has an understanding on how to make accommodations for their staff, while the various phases of this project are under construction.

1.3 ESTIMATED CONSTRUCTION SCHEDULE

- A. Proposed Construction Start Date: September 2, 2024
1. Estimate (4-6 weeks) per each pod.
- B. Proposed Construction Completion Date: February 28, 2025

Note: These dates are just estimated construction time limits for the start and completion dates for this project. Dates subject to change once a general contractor has been awarded the project and the proposed construction schedule has been thoroughly evaluated.

END OF SECTION 002000

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

KNOW ALL MEN BY THESE PRESENTS,

That we, the undersigned R.L. Hill Management, Inc., 31835 Aurora Road, Solon, OH 44139

(Name and Address)

as Principal and Travelers Casualty & Surety Company of America

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

unto Ashtabula County Commissioners hereinafter

called Obligee, in the penal sum of the dollar amount of the bid submitted by the Principal to the Obligee

on 21st day of June, 2024 to

undertake the project known as: Ashtabula County Children Services / Interior Renovation & Alteration

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

In no case shall the penal sum exceed the amount of TWO MILLION TWO HUNDRED EIGHT THOUSAND SIX HUNDRED FORTY FIVE dollars (\$2,228,645)

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

THE CONDITION OF THE ABOVE OBLIGATIONS IS SUCH, that whereas the above named Principal has submitted a bid on the above referred project:

NOW, THEREFORE, if the Obligee accepts the bid of the Principal and the Principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications and bills for material; and in the event the Principal pays to the Obligee the difference not to exceed ten percent (10%) of the Bid Guaranty and Contract Bond

004100-3

penalty hereof between the amount specified in the bid and such larger amount for which the Obligee may be in good faith contract with the next lowest bidder to perform the work covered by the bid; or in the event the Obligee does not award the contract to the next lowest bidder and resubmits the project for bidding, the Principal will pay the Obligee the difference not to exceed ten percent (10%) of the penalty hereof between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new contract documents, required advertising and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be void, otherwise to remain in full force and effect. If the Obligee accepts the bid of the Principal and the Principal within ten (10) days after the awarding of the contract, enters into a proper contract in accordance with the bid, plans, details, specifications, and bills of material, which said contract is made a part of this bond the same as though set forth herein; and

IF THE SAID Principal shall well and faithfully perform each and every condition of such contract; and indemnify the Obligee against all damage suffered by failure to perform such contract according to the provisions thereof and in accordance with the plans, details, specifications, and bills of material therefore; and shall pay all lawful claims of subcontractors, materialmen, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any materialman or laborer having a just claim, as well as for the Obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

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

Ashtabula County Children Services
Interior Renovation / Alteration Project

For Bidding and Permit
May 15, 2024

SIGNED AND SEALED THIS 21st day of June, 2024.

PRINCIPAL: R.L. Hill Management, Inc.

SURETY COMPANY ADDRESS
(Bond Department)

BY: [Signature]

Travelers Casualty & Surety Company of America
Company Name

TITLE: PRESIDENT 6150 Oak Tree Blvd., #500
Street

SURETY: Travelers Casualty & Surety Company of America Independence, OH 44131
City State Zip

COMPANY Travelers Casualty & Surety Company of America 800-468-4999
Telephone

BY: [Signature]
Sharon Brickman, Attorney in Fact
216-328-8080
Telephone Number

SURETY AGENT'S ADDRESS

The Fedeli Group
Agency Name
5005 Rockside Rd., Suite 500
Street
Independence, OH 44131
City State Zip
216-328-8080
Telephone

TRAVELERS

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

POWER OF ATTORNEY

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

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



State of Connecticut

City of Hartford ss.

By: _____

Robert L. Raney, Senior Vice President

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

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

My Commission expires the 30th day of June, 2026



Anna P. Nowik, Notary Public

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

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

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

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

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

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

Dated this 21st day of June, 2024

 Kevin E. Hughes, Assistant Secretary

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

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

Ohio Department of Insurance

Mike DeWine - Governor

Judith French - Director



Certificate of Compliance

Issued 03/18/2024

Effective 04/02/2024

Expires 04/01/2025

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

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

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

Section 3929.01 (A)

Accident & Health

Aircraft

Allied Lines

Boiler & Machinery

Burglary & Theft

Commercial Auto - Liability

Commercial Auto - No Fault

Commercial Auto - Physical Damage

Credit

Earthquake

Fidelity

Financial Guaranty

Fire

Glass

Inland Marine

Medical Malpractice

Multiple Peril - Commercial

Multiple Peril - Farmowners

Multiple Peril - Homeowners

Ocean Marine

Other Liability

Private Passenger Auto - Liability

Private Passenger Auto - No Fault

Private Passenger Auto - Physical Damage

Surety

Workers Compensation

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

IN WITNESS WHEREOF, I have hereunto subscribed my name and caused my seal to be affixed at Columbus, Ohio, this day and date.

Judith L. French

Judith French, Director



TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF JUNE 30, 2023

CAPITAL STOCK \$ 6,480,000

ASSETS		LIABILITIES & SURPLUS	
BONDS	\$ 5,150,881,833	LOSSES	\$ 1,538,742,249
STOCKS	115,780,594	LOSS ADJUSTMENT EXPENSES	138,032,224
CASH AND INVESTED CASH	83,310,786	COMMISSIONS	38,298,447
OTHER INVESTED ASSETS	8,581,822	OTHER EXPENSES	38,588,082
SECURITIES LENDING REINVESTED COLLATERAL ASSETS	25,993,585	TAXES, LICENSES AND FEES	11,726,720
INVESTMENT INCOME DUE AND ACCRUED	43,143,069	UNEARNED PREMIUMS	1,453,378,390
PREMIUM BALANCES	347,718,528	ADVANCE PREMIUM	2,435,053
REINSURANCE RECOVERABLE	43,481,726	POLICYHOLDER DIVIDENDS	18,990,836
NET DEFERRED TAX ASSET	70,783,315	CEDED REINSURANCE NET PREMIUMS PAYABLE	97,783,193
CURRENT FEDERAL AND FOREIGN INCOME TAXES RECOVERABLE	4,319,605	AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	21,267,969
GUARANTY FUNDS RECEIVABLE OR ON DEPOSIT	1,369,083	REMITTANCES AND ITEMS NOT ALLOCATED	5,152,800
RECEIVABLE FROM PARENTS, SUBSIDIARIES AND AFFILIATES	26,863,847	PROVISION FOR REINSURANCE	6,484,384
OTHER ASSETS	1,590,021	PAYABLE FOR SECURITIES LENDING	28,983,685
		OTHER ACCRUED EXPENSES AND LIABILITIES	317,899
		TOTAL LIABILITIES	\$ 3,391,171,831
		CAPITAL STOCK	\$ 6,480,000
		PAID IN SURPLUS	433,803,780
		OTHER SURPLUS	2,090,072,833
		TOTAL SURPLUS TO POLICYHOLDERS	\$ 2,530,356,613
TOTAL ASSETS	\$ 5,921,527,924	TOTAL LIABILITIES & SURPLUS	\$ 5,921,527,924

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

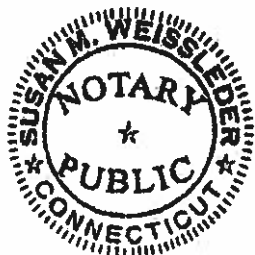
MICHAEL J. DOODY, BEING DULY SWORN, SAYS THAT HE IS VICE PRESIDENT - FINANCE, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 30TH DAY OF JUNE, 2023.

Michael J. Doody
VICE PRESIDENT - FINANCE

SUBSCRIBED AND SWORN TO BEFORE ME THIS
16TH DAY OF AUGUST, 2023

Susan M. Weissleder
NOTARY PUBLIC

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



AIA Document A305[®] – 2020

Exhibit A

General Information

This Exhibit is part of the Contractor's Qualification Statement, submitted by R.L. Hill Management and dated the Twenty-First day of June in the year Two Thousand Twenty-Four
(In words, indicate day, month and year.)

§ A.1 ORGANIZATION

§ A.1.1 Name and Location

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

R.L. Hill Management, Inc
31835 Aurora Rd. Solon, OH

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

N/A

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

N/A

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

31835 Aurora Rd,
Solon, OH 44139

§ A.1.2 Legal Status

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

S Corporation

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

Ohio

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

N/A

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

Raphael L. Hill

January 18, 1998

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

N/A

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

N/A

§ A.1.3 Other Information

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

26 Years

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

20

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

236220

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

Minority Business Enterprise – Ohio, Cuyahoga County & Cleveland

Small Business Enterprise – Cuyahoga County

EDGE - Ohio

SA - Federal

§ A.2 EXPERIENCE

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

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

\$37,793,861

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

\$13,441,059

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

\$11,213,000

§ A.3 CAPABILITIES

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

Carpentry and demolition

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

RL Hill specializes in renovations and self-performs selective demolition and carpentry related services.

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

Estimating & Constructability Reviews

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

RL Hill manages the BIM process on projects that require it but does not model in house.

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

Procore

§ A.4 REFERENCES

§ A.4.1 Identify three client references:

(Insert name, organization, and contact information)

1) Eric Mack, Project Coordinator
Cuyahoga County
(216) 215-6291

2) Dee Sledge, Project Manager
Starbucks Coffee Co.
(773) 241-0041
dsledge@starbucks.com

3) Tony Sias, CEO
Karamu House
(216) 752-7074
tsias@karamuhouse.org

§ A.4.2 Identify three architect references:

(Insert name, organization, and contact information)

1) Richard Ortmeyer, Principle
Bostwick Design
(216) 752-7074
ortmeyerr@bostwickdesign.com

2) Sandra Madison, CEO
Robert P. Madison International, Inc.
(216) 861-8195
smadison@rpmadison.com

3) Daniel Bickerstaff, Principle

Ubiquitous Design, LTD.
(216) 752-4444
arcatek@udltd.com

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

Andy Phelps
PNC
(440) 801-5021
Maryann.soldan@pnc.com

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

1) Brad Pinchot, U.P.
Novak & Sons, Inc.
(216) 475-5440

2) Todd Ozanich, President
Imperial Heating & Cooling, Inc.
(440) 498-1788

3) Steve Jones, Ex. Vice President
Zenith Systems, LLC
(216) 584-2608
sjones@zenithsystems.com

AIA® Document A305® – 2020

Exhibit B

Financial and Performance Information

This Exhibit is part of the Contractor's Qualification Statement, submitted by R.L Hill Management and dated the Twenty-First day of June in the year 2024
(In words, indicate day, month and year.)

§ B.1 FINANCIAL

§ B.1.1 Federal tax identification number:

34-1854086

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

Contact at Marcum: Randy Bosley 440.459.5726 Randy.Bosley@marcumllp.com
Company financial statements, balance sheets and income statements available upon request.

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

No

§ B.1.4 Identify your organization's preferred credit rating agency and identification information.
(Identify rating agency, such as Dun and Bradstreet or Equifax, and insert your organization's identification number or other method of searching your organization's credit rating with such agency.)

No preference, identification number is 34-1854086

§ B.2 DISPUTES AND DISCIPLINARY ACTIONS

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

No

§ B.2.2 In the last five years has your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management:
(If the answer to any of the questions below is yes, provide an explanation.)

- .1 failed to complete work awarded to it?

No

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

No

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

No

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

No

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

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

No

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

No

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

No

AIA Document A305™ - 2020

Exhibit C

Project Specific Information

This Exhibit is part of the Contractor's Qualification Statement, submitted by R.L. Hill Management, Inc. and dated the Twenty-First day of June in the year 2024
(In words, indicate day, month and year.)

PROJECT:

(Name and location or address.)

Interior Renovations/Alteration
Ashtabula County Children Services
3914 'C' Court Ashtabula, OH 44004

CONTRACTOR'S PROJECT OFFICE:

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

31835 Aurora Rd. Solon, OH 44139

TYPE OF WORK SOUGHT

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

Construction Manager as Constructor

CONFLICT OF INTEREST

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

N/A

§ C.1 PERFORMANCE OF THE WORK

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

2007

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

20

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

N/A

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

Marcellus Byrd, Executive Project Manager
31835 Aurora Rd. Solon, OH 44139
Over 22 years' experience as a project manager
Experience with numerous public library projects and large commercial projects

Dean Feliciano, Project Superintendent
31835 Aurora Rd. Solon, Ohio 44139
Experience in numerous large commercial projects

Lynell Pointer, Project Engineer
31835 Aurora Rd. Solon, Ohio 44139
Has built and renovated large commercial projects including schools, libraries, prisons, and medical office buildings

Rhonda Molenaar, Accountant
31835 Aurora Rd. Solon, Ohio 44139
Experience with LCP tracker and certified payroll on public projects

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

Carpentry

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

Platform Cement
Bricker
Columbia Steel
Frank Novak Painting
Architectural Interiors
Imperial Heating & Cooling
Commerce Plumbing
Zenith Systems

§ C.2 EXPERIENCE RELATED TO THE PROJECT

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

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

\$37,793,861

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

\$13,441,059

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

\$11,213,000

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

105 Projects completed

Largest contract: Cuyahoga County Men's Shelter, \$4,439,177

§ C.3 SAFETY PROGRAM AND RECORD

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

Yes

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

N/A

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

See attachment

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

See attachment

§ C.4 INSURANCE

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

See attachment

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

Yes

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

No

§ C.5 SURETY

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

Yes

§ C.5.2 Surety company name:

The Fedeli Group

§ C.5.3 Surety agent name and contact information:

Kevin Keller
(330) 807-4048

§ C.5.4 Total bonding capacity:

\$26,800,000

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

\$13,500,000

AIA® Document A305™ – 2020

Exhibit D

Contractor's Past Project Experience

	1	2	3	4
PROJECT NAME	Cuyahoga County Animal Shelter	Cuyahoga County Men's Shelter	MetroHealth Behavioral Health Center	Karamu Phase III
PROJECT LOCATION	9500 Sweet Valley Dr. Valley View OH 44125	2020 Lakeside Cleveland, OH 44114	10 Severance Circle Cleveland Hts OH 44118	2355 E. 89 th St. Cleveland, Ohio 44106
PROJECT TYPE	Renovation & Addition in Occupied Space	Renovation	Renovation & Addition in Occupied Space	Renovation & Addition in Occupied Space
OWNER	Cuyahoga County	Cuyahoga County	MetroHealth	Karamu House
ARCHITECT	Bowen	Robert P. Madison International	Hasenstab Architects	Robert P. Madison International
CONTRACTOR'S PROJECT EXECUTIVE	Wendy Harris	Wendy Harris	Marcellus Byrd	Marcellus Byrd
KEY PERSONNEL (include titles)	Dean Feliciano, Superintendent	Dean Feliciano, Superintendent	Guy Riccelli, General Superintendent Darryl Thomas Superintendent	Guy Riccelli, General Superintendent Darryl Thomas Superintendent
PROJECT DETAILS	Contract Amount \$2,155,000 Completion Date September 2024 % Self-Performed Work 5%	Contract Amount \$4,400,000 Completion Date March 2024 % Self-Performed Work 5%	Contract Amount \$3,100,000 Completion Date 2022 % Self-Performed Work 5%	Contract Amount \$5,250,000 Completion Date June 2024 % Self-Performed Work 5%
PROJECT DELIVERY METHOD	☐ Design-bid-build ☐ Design-build ☐ CM constructor ☐ CM advisor ☒ Other: General Contract	☐ Design-bid-build ☐ Design-build ☐ CM constructor ☐ CM advisor ☒ Other: General Contract	☐ Design-bid-build ☐ Design-build ☐ CM constructor ☐ CM advisor ☒ Other: CMR	☐ Design-bid-build ☐ Design-build ☐ CM constructor ☐ CM advisor ☒ Other: Negotiated General Contract
SUSTAINABILITY CERTIFICATIONS	N/A	N/A	N/A	N/A

DRAFT AIA Document A305 - 2020
Exhibit E

Contractor's Past Project Experience, Continued

	1	2	3	4
PROJECT NAME	Cuyahoga County COVID-19 Alterations	Cleveland Clinic RC-20	Starbucks Mayfield Hts	UH Rainbow Babies
PROJECT LOCATION	Various	6000 West Creek Rd Independence OH 44131	5836 Mayfield Rd. Mayfield Hts OH 44124	11100 Euclid Ave. Cleveland OH 44106
PROJECT TYPE	Renovation & Addition in Occupied Space	Renovation & Addition in Occupied Space	Renovation	Modernization
OWNER	Cuyahoga County	Cleveland Clinic	Starbucks	University Hospitals
ARCHITECT	Cuyahoga County	Robert P. Madison International, Inc.	GPD Group	LaBella Associates
CONTRACTOR'S PROJECT EXECUTIVE	Raphael Hill	Raphael Hill	Raphael Hill	Raphael Hill
KEY PERSONNEL (include titles)	Guy Riccelli, General Superintendent	Guy Riccelli, General Superintendent	Guy Riccelli, General Superintendent	Guy Riccelli, General Superintendent
PROJECT DETAILS	Contract Amount \$2,200,000 Completion Date 2021 % Self-Performed Work 25%	Contract Amount \$1,700,000 Completion Date 2020 % Self-Performed Work 30%	Contract Amount \$1,200,000 Completion Date 2021 % Self-Performed Work 32%	Contract Amount \$1,380,000 Completion Date 2019 % Self-Performed Work 32%
PROJECT DELIVERY METHOD	☐ Design-bid-build ☐ Design-build ☐ CM constructor ☐ CM advisor ☒ Other: General Contracting	☐ Design-bid-build ☐ Design-build ☐ CM constructor ☐ CM advisor ☒ Other: General Contracting	☐ Design-bid-build ☐ Design-build ☐ CM constructor ☐ CM advisor ☒ Other: General Contracting	☐ Design-bid-build ☒ Design-build ☐ CM constructor ☒ CM advisor ☐ Other:
SUSTAINABILITY CERTIFICATIONS	N/A	N/A	N/A	N/A

OSHA's Form 300A (Rev. 01/2004) Summary of Work-Related Injuries and Illnesses

Year 2021

U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OSHA No. 1758-0106

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases			
Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
(G)	(H)	(I)	(J)

Number of Days	
Total number of days away from work	Total number of days of job transfer or restriction
<u>0</u>	<u>0</u>
(K)	(L)

Injury and Illness Types			
Total number of...			
(M)			
(1) Injury	<u>0</u>	(4) Poisoning	<u>0</u>
(2) Skin Disorder	<u>0</u>	(5) Hearing Loss	<u>0</u>
(3) Respiratory Condition	<u>0</u>	(6) All Other Illnesses	<u>0</u>

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 50 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Send comments regarding this burden estimate or any aspect of this collection of information, including suggestions for reducing this burden, to Washington Headquarters Service, Bureau of the Census, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Project Director (0704-0188).

Establishment information

Your establishment name R.L. HILL MANAGEMENT, INC.
 Street 31135 AURORA RD.
 City BOLTON State OHIO Zip 44139
 Industry description (e.g., Manufacture of motor truck trailers)
Commercial construction general contractor
 Standard Industrial Classification (SIC), if known (e.g., SIC 3716)

OR North American Industrial Classification (NAICS), if known (e.g., 336212)

2 3 6 2 2 0

Employment information

Annual average number of employees 22
 Total hours worked by all employees last year 30,481

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Brody Miller
 Company executive
 440-439-0490 x201
 Phone

Controller
 Title
 6/29/2022
 Date

Log of Work-Related Injuries and Illnesses

Year 2022



Form approved OMB no. 1218-0175

Establishment name R.L. HILL MANAGEMENT, INC.

City SOLON State OH

[illegible]

Page totals

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instruction, search existing data sources, gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room H-3644, 200 Constitution Ave. NW, Washington, DC 20218. Do not send the completed forms to this office.

Page 1 of 1

Injury	
(1)	
(2)	Stich Disorder
(3)	Respiratory Condition
(4)	Poisoning
(5)	Hearing Loss
(6)	All other illnesses

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Year 2022

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0116

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases			
Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

Number of Days	
Total number of days away from work	Total number of days of job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types			
Total number of...			
(M)			
(1) Injury	0	(4) Poisoning	0
(2) Skin Disorder	0	(5) Hearing Loss	0
(3) Respiratory Condition	0	(6) All Other Illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 60 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Bureau of Statistics, 200 Constitution Ave. NW, Washington, DC 20210. Do not send the respondents' names to this office.

Establishment Information

Your establishment name R.L. HILL MANAGEMENT, INC.

Street 31835 ALPORA RD.

City BOLON

State OHIO

Zip 44139

Industry description (e.g., Manufacture of motor truck trailers)

Commercial construction general contractor

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)

OR North American Industrial Classification (NAICS), if known (e.g., 336212)

2 3 6 2 2 0

Employment Information

Annual average number of employees 23

Total hours worked by all employees last year 29,419

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Brady Miller
Company executive

Controller
Title

440-459-0490 x201

Phone

6/29/2022

Date

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

You must record information about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days missed from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR 1904.8 through 1904.12. Fill out one use two lines for a single case if you need it. You must complete an injury and illness incident report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Form approved OMB no. 1218-0176

Establishment name **R.L. HILL MANAGEMENT, INC.**City **OLON** State **OH** [illegible]

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

Page 1 of 1

(1)	Injury
(2)	Skin Disorder
(3)	Respiratory Condition
(4)	Poisoning
(5)	Hearing Loss
(6)	All other illnesses



Kevin S. Keller
Senior Vice President
Construction & Surety Division
(216) 643-6978
kkeller@thefedeligroup.com

January 3, 2024

Mr. Raphael Hill
RL Hill Management, Inc.
31835 Aurora Road
Solon, OH 44139

Re: RL Hill Management, Inc.

Dear Ralph:

We are pleased to represent RL Hill Management, Inc. as surety agent. We have served in this capacity since January of 2008. RL Hill Management, Inc. is a valued client of our agency.

RL Hill's surety is Travelers Casualty and Surety Company of America, NAIC #31194. They are rated A+ (Superior), XV (\$2 billion in surplus or greater) by A.M Best Company. Travelers' U.S. Treasury limit is \$224,944,000.

Travelers is providing surety support to RL Hill in the amount of \$7 million single job/ \$12 million aggregate. These limits are based upon historical usage and not a maximum amount. Higher limits are likely available on a case-by-case basis.

This letter should not be construed to be a commitment to become surety on any specific project. The surety expressly reserves its right to modify its plans prior to issuing any bonds contingent upon review of the terms and conditions of the contract, bond forms, pertinent underwriting information, and financing for a project.

If you should desire further information, please feel free to contact me.

Sincerely,

Kevin S. Keller



RLHILLM-01

PCOWAN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/30/2023

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
The Fedell Group
5005 Rockside Road, Fifth Floor
Independence, OH 44131

CONTACT Pat Cowan

NAME

PHONE (A/C, No, Ext): (216) 643-2749

FAX

(A/C, No): (216) 328-8081

E-MAIL ADDRESS: PCowan@thefedellgroup.com

INSURER(S) AFFORDING COVERAGE

INSURER A: Westfield Insurance Company

NAIC #

24112

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED

RL Hill Management, Inc.
31835 Aurora Road
Solon, OH 44138

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INFO: Y/N	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY ☒ PROJECT ☒ LOC OTHER:		CWP0775399	9/8/2023	9/8/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRE AUTOS ONLY ☒ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY		CWP0775399	9/8/2023	9/8/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB EXCESS LIAB DED ☒ RETENTION \$ 0		CWP0775399	9/8/2023	9/8/2024	EACH OCCURRENCE \$ 13,000,000 AGGREGATE \$ 13,000,000
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in OH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A	CWP0775399	9/8/2023	9/8/2024	PER STATUTE ☒ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

FOR INFORMATION PURPOSES

XXXXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXX

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

Pat Cowan

SECTION 006300 - FORM OF NON-COLLUSION AFFIDAVIT

State of Ohio _____)

) SS.

County of CUYAHOGA _____)

Bid Identification 2024-1D5A

Contractor Raphael Hill

_____, being first duly sworn, deposes and says that he is President

(sole owner, a partner, president, secretary, etc.) of R.L. Hill Management, Inc.

_____, the party making the foregoing bid; that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that such bid is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that any one shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with any one to fix the bid price of said bidder or of any other bidder, or to fix any overhead, profit, or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract or any one interested in the proposed contract; that all statements contained in such bid are true; and, further, that said bidder has not, directly or indirectly, submitted his bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to such person or persons as have partnership or other financial interest with said bidder in his general business.

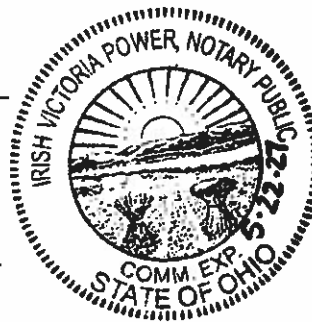
Signed: _____

Subscribed and sworn to before me this

21 day of JUNE, 2024

Seal of Notary

Irish Victoria Power



END OF SECTION 006300

Drug Free Workplace Policy

COMPANY: RL HILL MANAGEMENT, INC.
EFFECTIVE DATE: SEPTEMBER, 2020
UPDATED: MAY, 2022

Purpose and Goal

RL Hill Management, Inc. is committed to protecting the safety, health and well-being of all employees and other individuals in our workplace. We recognize that alcohol abuse and drug use pose a significant threat to our goals. We have established a drug-free workplace program that balances our respect for individuals with the need to maintain an alcohol and drug-free environment.

RL Hill Management, Inc. encourages employees to voluntarily seek help with drug and alcohol problems. Our company makes a list of local resources available to assist employees who may need help with drug or alcohol problems.

Covered Workers

An employee of RL Hill Management, Inc. or applicants for a position at the company is covered by our drug-free policy. Our policy includes, but is not limited to all management positions, supervisors, full-time or part time employees, off-site employees and includes contractors or temporary staff employed by outside agencies.

Shared Responsibility

A safe and productive drug-free workplace is achieved through cooperation and shared responsibility. Both employees and management have important roles to play.

All employees are required to report to work fit for duty and without impairment due to the use of alcohol or other drugs.

In addition, employees should:

- Be concerned about working in a safe environment.
- Support fellow workers in seeking help.
- Seek assistance before a positive drug or alcohol test occurs.
- Report dangerous behavior to their supervisor.

It is the supervisor's responsibility to:

- Observe employee performance.
- Investigate reports of dangerous practices.
- Document negative changes and problems in performance.
- Follow a "needs to know" policy when communicating information related to drug and alcohol use, rehabilitation, performance issues or violations of this policy.
- Counsel employees as to expected performance improvement.
- Provide information on the local resources available to assist employees.
- Clearly state consequences of policy violations.
- Know where to take employees for drug and alcohol testing, when applicable.

Applicability

Our drug-free workplace policy is intended to apply whenever anyone is representing or conducting business for RL Hill Management, Inc.. Therefore, this policy applies during all working hours, whenever conducting business or representing RL Hill Management, Inc., while on RL Hill Management, Inc. property and at company-sponsored events.

Communication

Communicating our drug-free workplace policy to both supervisors and employees is critical to our success. To ensure all employees are aware of their role in supporting our drug-free workplace program:

- All employees will receive a written copy of the policy upon hire.
- The policy will be reviewed in orientation sessions with new employees.
- The policy and assistance programs will be reviewed at safety meetings.
- Employee may request a copy of this policy from human resources at any time.
- Additional training for employees and supervisors may be offered from time to time.

When an update to this policy is made, employees will be notified.

Prohibited Behavior

It is a violation of our drug-free workplace policy to use, possess, sell, trade, and/or offer for sale alcohol, illegal drugs or intoxicants or use prescription medication in a manner not intended by the physician. It is a violation of our policy to buy, sell, trade and/or offer alcohol, illegal drugs, intoxicants or prescription medication to minors.

Assistance

RL Hill Management, Inc. recognizes that alcohol and drug misuse and addiction are treatable illnesses. We also realize that early intervention and support improve the success of rehabilitation. To support our employees, our drug-free workplace policy:

- Encourages employees to seek help if they are concerned that they or their family members may have a drug and/or alcohol problem.
- Encourages employees to utilize the services of qualified professionals in the community to assess the seriousness of suspected drug or alcohol problems and identify appropriate sources of help.
- Ensures the availability of a current list of qualified community professionals.
- Offers all employees and their family members assistance with alcohol and drug problems through the Employee Assistance Program (EAP).
- Allows the use of sick, vacation, comp time or unpaid time while seeking treatment for alcohol and other drug problems.

Treatment for alcoholism and/or drug use disorders may be covered by the employee benefit plan. However, the ultimate financial responsibility for recommended treatment belongs to the employee

Notification of Conviction

Any employee, who is arrested or convicted of a criminal drug violation, including a DUI, must notify RL Hill Management, Inc. in writing within five (5) calendar days of the arrest or conviction.

Drug and Alcohol Testing Process

To ensure the accuracy and fairness of our testing program, all testing will be conducted according to Substance Abuse and Mental Health Services Administration (SAMHSA) guidelines where applicable. Testing will be a urine specimen, will be subjected to GC/MS confirmation and will be reviewed by a Medical Review Officer. Any employee testing positive will have the opportunity to explain the results with the Medical Review Officer before final results are released to RL Hill Management, Inc.. The Medical Review Officer may verify prescription medication with the prescribing physician.

During the testing process, cut off levels indicating a positive test will mirror the cut off levels used in federal testing (49 CFR) in force at the time of collection.

All drug-testing information will be maintained separately from personnel records, in separate confidential files. Employees may have access to their files at any time after signing a written consent. No drug or alcohol testing results will be released to third parties, including other employers, except where required by federal regulations or by law.

Testing for the presence of alcohol will be by breath alcohol machine. When the breath alcohol machine is not available, saliva or blood may be used. Initial tests at or above .02 on the breath alcohol machine will require a confirmation test conducted 15 minutes after the initial test. .02 or above on the confirmation will indicate a positive alcohol test result.

The substances that will be tested for are

- Amphetamines
- Cannabinoids (THC)
- Cocaine
- Opiates (Including prescription medication)
- Phencyclidine (PCP)
- Ecstasy
- Alcohol

Medical Marijuana

Ohio law allows employers to ban the use of medical marijuana by employees. Violation of this policy will result in immediate termination of employment.

Use of Cannabidiol (CBD) products

Employees should be aware that CBD products are not regulated by the Federal Drug Administration and run the risk of containing more than the federally permissible amount of THC causing a positive THC (marijuana) drug test. Using a CBD product is not an acceptable explanation for a positive drug test and employees will be subjected to disciplinary action.

Types of Testing

As a condition of employment, employees and applicants may be required to test in the following situations:

- Pre-employment
- Post-accident
- Reasonable suspicion
- Return to Work testing after absences over 90 days

"Dilute" Specimen

An employee who has a test reported as "dilute" by the Medical Review Officer will be required to provide a new specimen in a witnessed collection. The employer will accept the result of the second test as the final result.

Policy Violations

Employees who violate this policy will be subjected to discipline up to and including termination. An employee with a positive drug or alcohol test may be offered a Last Chance Agreement. Under a Last Chance Agreement:

- Employee is suspended from all work activity.
- Employee is required to attend an initial evaluation with a Substance Abuse Professional (SAP).
- Employee is required to abide by the treatment plan recommended by the Substance Abuse Professional.
- Before returning to work, employee is required to test negative on a drug and/or alcohol test.
- Employee may be subjected to follow up drug and alcohol test for a minimum of one year following the initial positive test. The Substance Abuse Professional may require a longer follow up testing schedule.
- A subsequent positive test will result in an immediate termination of employment.

Some costs related to the Last Chance Agreement may be covered under the employee's medical insurance. All other costs are the responsibility of the employee.

Refusal to Test, Adulteration of Test or Substitution of Specimen

An employee will be subject to immediate termination if he/she refuses to provide a specimen for a test, adulterates, substitutes the specimen with that from another person or sends an imposter, will not sign the required forms or refuses to cooperate in the testing process in such a way that prevents completion of the test.

In the case of applicants, if he or she violates the drug-free workplace policy, the offer of employment will be withdrawn.

Confidentiality

All information received by RL Hill Management, Inc. through the drug-free workplace program is confidential communication. Access to this information is limited to those who have legitimate need to know in compliance with relevant laws and management policies.

All supervisors are required to keep confidential any information regarding employees who are in a recovery program, who have tested positive or otherwise have violated this policy. Violation of confidentiality are subjected to discipline up to and including termination of employment.

Signed Acknowledgement of Receipt

All employees and new hires will be required to sign an acknowledgement of receipt of this policy annually.

RL Hill Management, Inc.

CURRENT POLICIES AND ACKNOWLEDGEMENT OF RECEIPT OF DRUG AND ALCOHOL POLICY

THE UNDERSIGNED EMPLOYEE IS IN RECEIPT OF THE CURRENT DRUG AND ALCOHOL POLICY IN FULL AND ACKNOWLEDGES THE FOLLOWING:

- RL Hill Management, Inc. conduct drug and alcohol testing as a condition of employment.
- Alcohol levels at or above .02 will be subject to disciplinary action.
- Employees will be tested for the following drugs/alcohol:
 - CANNABINOID (MARIJUANA)
 - PHENCYCLIDINE (PCP)
 - COCAINE
 - OPIATES (INCLUDING HEROIN)
 - AMPHETAMINE
 - ALCOHOL
- Employees must report the use of prescription drugs that may cause impairment before beginning use.
- Employees may not possess, sell, transport illegal or other drugs or use prescription medication in a manner not intended by a physician.
- RL Hill Management, Inc. will test employees in the following circumstances:
 - Pre Employment
 - Post Accident Testing
 - Follow Up Testing (when a Last Chance Agreement is offered)
 - Reasonable Suspicion
 - Return to Work

MEDICAL MARIJUANA: The use of medical marijuana is strictly prohibited.

DISCIPLINARY ACTIONS: A violation of this policy may result in discipline up to and including termination of employment. Employees with a positive drug screen may be offered a Last Chance Agreement. Please refer to the full policy for detailed disciplinary actions.

BY SIGNING THIS FORM IN THE SPACE PROVIDED BELOW YOU ARE ACKNOWLEDGING THAT YOU HAVE RECEIVED A FULL COPY OF RL HILL MANAGEMENT, INC. DRUG-FREE WORKPLACE POLICY, THAT YOU SPEAK AND UNDERSTAND ENGLISH, AND THAT YOU HAVE HAD THE OPPORTUNITY TO DISCUSS THE POLICY AND HAVE YOUR QUESTIONS ANSWERED. YOU FURTHER UNDERSTAND THAT IT IS YOUR RESPONSIBILITY TO READ THIS POLICY IN FULL AND ABIDE BY IT AT ALL TIMES. ANY VIOLATION OF THIS POLICY COULD LEAD TO DISCIPLINE UP TO AND INCLUDING TERMINATION OF YOUR EMPLOYMENT.

DATE SIGNED

EMPLOYEE'S SIGNATURE

WITNESS SIGNATURE

PRINTED NAME OF EMPLOYEE

