

RESOLUTION RECEIVING BIDS AND AWARDING FOR CONTRACT A: LENOX NEW LYME WATERLINE EXTENSION, TO UNION INDUSTRIAL CONTRACTORS, INC. ASHTABULA OHIO, ACDES

WHEREAS, a request and recommendation has been received for the approval of the Board of Commissioners to award the Lenox New Lyme Waterline Extension Project, contract A the booster station; and

WHEREAS, On August 14, 2024, by Resolution No 2024-375, bids were ordered, and bids were received on September 5, 2024 for the Lenox New Lyme Waterline Extension Project, contract A, as follows:

	Contract A Booster Station	Contract B Waterline
Klinginsmith Construction Co.	none	\$524,885.75
J. Severino Construction, Inc.	\$1,065,464.25	\$753,851.53
Pollard Land Services, Inc.	\$1,249,335.00	\$749,430.00
Rudzik Excavating, Inc.	\$1,090,983.00	\$812,906.75
Chivers Construction Co. Inc.	none	\$994,499.00
Union Industrial Contractors, Inc.	\$960,780.00	\$696,790.00
Marucci & Gaffney Excavating Co.	\$1,069,850.00	\$965,600.50
S.E.T. Inc.	\$1,054,041.15	\$1,006,709.46
Yarian Brothers Construction, Inc.	none	\$981,293.00

WHEREAS, Douglas Starkey, Director of the Ashtabula County Department of Environmental Services, along with CT Consultants and staff, reviewed the bids and has recommended the bid be awarded to Union Industrial Contractors, Inc. for the total of the base bid of \$960,780.00, as the lowest and best bid received; and

WHEREAS, this Board would concur with that recommendation; now

THEREFORE, BE IT RESOLVED, By the Board of Commissioners of Ashtabula County, Ohio, that the bid for the Lenox New Lyme Waterline Extension Project, contract A; the project be awarded to Union Industrial Contractors Inc., as outlined above.

**ASHTABULA COUNTY COMMISSIONERS
CERTIFICATION PAGE**

Resolution No. 2024-481

October 08, 2024

**RESOLUTION RECEIVING BIDS AND AWARDING FOR CONTRACT A: LENOX
NEW LYME WATERLINE EXTENSION, TO UNION INDUSTRIAL CONTRACTORS,
INC.ASHTABULA OHIO, ACDES**

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

VOTE:

Kathryn L. Whittington

Aye

J.P. Ducro IV

Aye

Casey R. Kozlowski

Aye

CERTIFICATE OF CLERK

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



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

FORM OF NONCOLLUSION AFFIDAVIT

STATE OF Ohio)
) SS
COUNTY OF Ashtabula)

Ryan Cochran, being first duly sworn, deposes and says that
(Individual Name)

he/she is President of Union Industrial Contractors, Inc.
(Sole Owner, Partner, President, Secretary, etc.) (Corporation Name)

the party making the proposal or bid; that such bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived, or agreed, directly or indirectly with any Bidder or other person, to put in a sham bid, or that such Bidder or other person shall refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion or communication or conference, with any person, to fix the bid price of affiant or any other Bidder, or to fix any overhead, profit, or cost element of said Bid price, or of that of any other Bidder, or to secure any advantage against the Owner, or any person interested in the proposed Contract; that such bidder is the only party (or parties) who has an interest with the bidder in the profits of any contract which may result from the herein contained proposal; that no individual affiliated with the Owner, including but not limited to the head of any department, any employee, or any other official or officer of the Owner, is or will be directly or indirectly interested in this bid, and/or the profits from this bid if successful; that no individual affiliated with the Owner, including but not limited to the head of any department, any employee, or any other official or officer of the Owner, has or will receive anything of value as a result of the submission of this bid or its award; that no individual affiliated with the Owner, including but not limited to the head of any department, any employee, or any other official or officer of the Owner, has been solicited to provide assistance and/or provided assistance to the bidder which might give the bidder a competitive advantage or circumvent the competitive bidding process; and that all statements contained in said proposal or bid are true; and further, that such Bidder has not, directly or indirectly submitted this Bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

[Signature]
Affiant

Subscribed and sworn to before me this 4th day of September, 20 24.

[Signature]
Notary Public

My Commission Expires: _____
05/08/2023

BF.1



JESSICA HUFFMAN
Notary Public
State of Ohio
My Comm. Expires
January 24, 2028

CORPORATE RESOLUTION

I, Jessica Huffman,

(Individual Name)

Secretary of Union Industrial Contractors, Inc. an Ohio Corporation

(Corporation Name)

(State)

hereby certify that the Board of Directors of said Corporation on the 4 day of

September, 2024, adopted a resolution authorizing the President of this

(Corporation Title, i.e., President, Vice President, etc.)

Company, namely, Ryan Cochran, to sign bid proposals, sign and

(Individual Name)

enter into any and all contracts and other instruments, sign and/or authorize bid guaranty and

performance bonds for the purpose of furnishing labor and materials at such price and upon such

terms and conditions, including any amendments or modifications thereto, as said

President in their sole discretion shall deem best, and that said actions

(Corporation Title, i.e., President, Vice President, etc.)
shall be binding upon the Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said

Corporation at Ashtabula, Ohio this 4th day

(City)

(State)

of September, 2024, and I further certify that said resolution is still in

full force and effect.

Jessica Huffman
Corporate Secretary

PROPOSED SUBCONTRACTORS

The Bidder is required to state in the spaces provided below, the Subcontractors they propose to use to accomplish the work under this Contract. The items and specific amounts of work assigned to each listed Subcontractor shall also be outlined. Duplicate this sheet as needed.

1. Name: COOK PAVING
Address: 4345 SPRING ROAD
City/State/Zip: BROOKLYN HTS, OH 44131
Description: ASPHALT PAVING

Phone: (216) 701-4511 Amount: \$ _____ % of Contract: _____
Unique
EIN# _____ Entity ID# _____ CAGE CODE _____

2. Name: EFI SOLUTIONS
Address: 1221 NORTH ELM ST
City/State/Zip: CENTRALIA, IL 62801
Description: BOOSTER STATION

Phone: (618) 533-1351 Amount: \$ _____ % of Contract: _____
Unique
EIN# _____ Entity ID# _____ CAGE CODE _____

3. Name: _____
Address: _____
City/State/Zip: _____
Description: _____

Phone: () _____ Amount: \$ _____ % of Contract: _____
Unique
EIN# _____ Entity ID# _____ CAGE CODE _____

4. Name: _____
Address: _____
City/State/Zip: _____
Description: _____

Phone: () _____ Amount: \$ _____ % of Contract: _____
Unique
EIN# _____ Entity ID# _____ CAGE CODE _____

EXPERIENCE RECORD

The Bidder is required to state the character of previous work, give references, and such other detailed information as will enable the Owner to determine capability, responsibility, experience, skill, and financial standing. ***Provide data for the last five (5) years.*** Duplicate this sheet as needed. **Information submitted in an alternate format MUST contain all the information requested on this page.**

Project Name: _____
Description/Scope of Bidder's See attached
On this project you were a ___ Prime Contractor **OR** ___ Sub Contractor to _____
Year: _____ Your Contract or
Total Project Cost: \$ _____ Subcontract Amount: \$ _____
% Complete (if in progress) _____ % or Date Completed (if _____
Project Owner: _____
Owner Contact: _____ Phone: () _____
Engineer/Arch. Firm: _____
Engineer/Arch. Contact: _____ Phone: () _____
Your Bonding Company on this project (if any): _____

Project Name: _____
Description/Scope of Bidder's _____
On this project you were a ___ Prime Contractor **OR** ___ Sub Contractor to _____
Year: _____ Your Contract or
Total Project Cost: \$ _____ Subcontract Amount: \$ _____
% Complete (if in progress) _____ % or Date Completed (if _____
Project Owner: _____
Owner Contact: _____ Phone: () _____
Engineer/Arch. Firm: _____
Engineer/Arch. Contact: _____ Phone: () _____
Your Bonding Company on this project (if any): _____

Project Name: _____
Description/Scope of Bidder's _____
On this project you were a ___ Prime Contractor **OR** ___ Sub Contractor to _____
Year: _____ Your Contract or
Total Project Cost: \$ _____ Subcontract Amount: \$ _____
% Complete (if in progress) _____ % or Date Completed (if complete): _____
Project Owner: _____
Owner Contact: _____ Phone: () _____
Engineer/Arch. Firm: _____
Engineer/Arch. Contact: _____ Phone: () _____
Your Bonding Company on this project (if any): _____

Experience Record

Project: ACPA – C Plant Electrical and Mechanical Improvements
Description: Removal of existing piping, valves, electrical and pumps.
Installation of new pumps, piping, valves, transformers, electrical
and metering.
Contract Amount: \$3,608,562.00

Project: City of Geneva – Head Works and Sludge Holding
Description: Construction of a new head works building including building,
foundation, piping, excavation, electrical, equipment installation,
integration and site utilities. Sludge holding tank includes
foundations, pumps, tank construction, electrical and site work.
Contract Amount: \$5,733,563.00

Project: Geneva-on-the-Lake Waste Water Treatment Plant
Description: Complete renovation and addition to the existing waste water
treatment plant. New SBR tank, diffusers, grit chamber, head
works, process and air piping, electrical, UV, septage receiving,
building construction and site work.
Contract Amount: \$6,701,068.00

Project: Aqua –Latimer Ave Water Main
Description: Installation of 6” water line including taps, testing, chlorination,
restoration, utility coordination, directional boring and traffic
control.
Contract Amount: \$488,617.00

Project: Aqua –SR 531 Water Main
Description: Installation of 8” water line including taps, testing, chlorination,
restoration, culvert repairs and traffic control.
Contract Amount: \$426,325.00

Project: Ineos/FE – Raw Water Main
Description: Installation of 4,400 FT of 24” water line including testing, road
bore, utility coordination, restoration and traffic control. Project is
in progress.
Contract Amount: \$3,244,936.00

Project: Aqua Ohio – Columbus Ave Water Main Phase 1
Description: Installation of 20” water main with laterals, in excess of 20
services and multiple tie ins to existing mains.
Contract Amount: \$1,110,707.00

BIDDER'S INSURANCE AGENT'S AFFIDAVIT

PROJECT: Lenox New Lyme Waterline Extension

OWNER: Ashtabula County Board of Commissioners

I, Lisa Trnian-Assured Partners of Ohio, LLC, Account Manager, first being duly
(Insurance Agent's Name) (Title)

sworn do state the following:

- (a) that I have reviewed the insurance requirements in the bid documents and have noted therein the requirements on insurance including any policy modifications, cancellation and non-renewal provisions, and any additional policies or endorsements needed;
- (b) that I am familiar with the insurance that Union Industrial Contractors, Inc.
(Bidder's Company Name)
has in force, and that its insurance meets the contract insurance requirements or that it can be amended or endorsed to meet the contract insurance requirements (with standard industry exclusions) until the current policy expiration or until cancelled with notice per the specifications or additional policies and/or endorsements can be provided to the Contractor;
- (c) that all additional policies and/or endorsements required in the specifications are available;
- (d) that if an award of contract is made to the Bidder an insurance certificate(s) [most current version ACORD 25] and/or binder(s) which fully complies with all insurance requirements in the contract will be issued within three (3) business days of notification from the contractor and the contractor approving any additional policies or endorsements needed to fully comply with the insurance requirements in the contract;
- (e) that I have advised my client of the cost of all additional policies, amendments, and/or endorsements so that he can include same in their bid;
- (f) that the cancellation clause in the policy meets the specifications or that it can be amended by an endorsement;
- (g) that this document neither affirmatively or negatively amends, extends or alters the terms of or coverage afforded by the policy referenced herein.

Further, Affiant sayeth naught.

Lisa Trnian
(Agent's Signature)

Assured Partners of Ohio, LLC
Agency Name

Lisa Trnian
(Agent's Name)

3900 Kinross Lakes Parkway #300
Agency Address

8/29/24
Date

Richfield, Ohio 44286
Agency City, State and Zip Code

Agency Disclaimer:
This affidavit was issued according to the bid specifications that were provided to Assured Partners of Ohio, LLC. by our client.

440-333-9000 440-356-2126
(Phone) (Fax)

Our ability to comply with this acknowledgement depends on the terms, conditions and exclusions of the referenced policy.

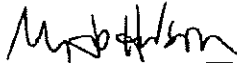
Lisa.Trnian@assuredpartners.com
(E-mail)

Revised Code section 3905.14(B)(5) authorizes the Superintendent to impose civil penalties or to suspend or revoke the license of an agent if the agent intentionally misrepresents the terms of an actual or proposed insurance contract. An agent who signs a certificate of insurance or other evidence document or issues an opinion that the agent knows alters or amends the coverage of the underlying policy may be in violation of this section and thereby be subject to administrative penalties under the Revised Code.

A certificate of insurance, an ACORD ("Association for Cooperative Operations Research and Development") form, or other evidence documents should not provide false information.

The following guidelines should be reviewed and adhered to by insurers and agents when issuing certificates of insurance or other evidence documents relating to commercial insurance:

1. No agent may issue a binder, certificate of insurance or indemnity agreement, affidavit, other evidence document, or any other instrument which either affirmatively or negatively amends, extends, or alters or misrepresents the terms, conditions, or coverage provided by the underlying insurance policy.
2. Each certificate of insurance or evidence document should contain the following statement or one substantively similar: "This document neither affirmatively nor negatively amends, extends, or alters the terms of or the coverage afforded by policy referenced herein.
3. Certificates of insurance or other evidence documents should not contain references to construction contracts, service contracts, or insurance requirements for the purpose of amending coverage afforded by the policies to which the certificate of insurance or evidence document makes reference. No certificate of insurance or evidence document may be used to amend, extend, restrict or alter the terms or coverage of policies to which the certificate or other evidence document makes reference.



Mary Jo Hudson
Superintendent of Insurance

Ohio

March 21, 2016

Ohio has enacted legislation (HB 259) that is effective March 21, 2016. For additional information, go to:

<https://www.legislature.ohio.gov/legislation/legislation-summary?id=GA131-HB-259>

March 12, 2009

Bulletin 2009-08 - Certificates of Insurance

(Effective March 12, 2009)

The Department of Insurance ("Department") is aware that some licensed insurance agents ("agents") or insurers are being asked to issue preprinted or client-furnished certificate of insurance documents or other evidences of insurance coverage ("other evidence documents") which include language that purports to amend or alter terms of the underlying insurance policies. These certificates of insurance or other evidence documents are typically used in lieu of providing a full copy of the policy and serve as proof of insurance and to summarize terms of the policy. This bulletin is to clarify the use of certificates of insurance or other evidence documents by agents or insurers in Ohio.

Certificates of insurance or other evidence documents must clearly and accurately state the insurance coverage provided. Any certificate or other evidence documents issued by an insurer or agent that obscures or misrepresents the insurance coverage or terms of an insurance policy is a violation of the Ohio Revised Code and may subject the issuer to civil penalties and/or license suspension or revocation. Therefore, an insurance agent may not issue a certificate of insurance or other evidence document that does not accurately represent the terms or conditions of the policy without written authority from the insurer to alter the terms or conditions of that policy, or unless the agent has written underwriting authority to do so.

When an insurer provides a certificate of insurance or other evidence document that goes beyond a synopsis of the policy, the insurer may be exceeding the underlying policy language. Any statement in the certificate or other evidence document that amends or extends coverage of the underlying policy, including references to construction contracts, service contracts, or insurance requirements could be, in effect, changing the policy terms and the insurer may be bound by those changes.

When an insurance agent executes a certificate of insurance or other evidence document which goes beyond a mere synopsis of the policy, the agent may be exceeding the policy language. If the agent includes any statement in the certificate or other evidence document that amends or extends coverage of the underlying policy, including references to construction contracts, service contracts, or insurance requirements, the agent could be, in effect, changing the policy terms. By issuing such a certificate or other evidence document, the agent may be in violation of Ohio insurance laws.

Ohio Revised Code section 3901.21(A) defines misrepresenting the terms or benefits of an insurance policy as an unfair and deceptive act or practice in the business of insurance. Pursuant to the authority in section 3905.14(B)(8) of the Revised Code, the Superintendent may impose a civil penalty or suspend or revoke the insurance license of an agent who is found to have committed an unfair or deceptive act or practice.

Revised Code section 3905.14(B)(5) authorizes the Superintendent to impose civil penalties or to suspend or revoke the license of an agent if the agent intentionally misrepresents the terms of an actual or proposed insurance contract. An agent who signs a certificate of insurance or other evidence document or issues an opinion that the agent knows alters or amends the coverage of the underlying policy may be in violation of this section and thereby be subject to administrative penalties under the Revised Code.

SUPPLEMENTAL BOND ACKNOWLEDGEMENT

(This is not a Bond form)

PROJECT: Lenox New Lyme Waterline Extension

OWNER: Ashtabula County Board of Commissioners

If the bidder submits a Bid Guaranty and Contract Bond (AKA Rollover or Bid/ Performance/ Payment/ Warranty Bond) per O.R.C. Sections 153.54 and 153.571 the following shall be completed, signed, and submitted with the bid:

By submission of the attached bid and these presents, the undersigned bidder and their surety hereby acknowledge that the attached Bond shall cover and warrant all work for the correction period per the General Conditions and as supplemented or amended elsewhere in these Contract Documents, which period is two (2) years commencing on the final acceptance of the work by Owner. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the project or part of the project is located and shall be instituted within one year from the last day of the correction period under the project or within one year after the Surety refuses or fails to perform its obligations under this Bond, whichever first occurs.

BIDDER

SURETY

BIDDER:	<u>UNION INSURANCE CONTRACTORS</u>	SURETY:	<u>Travelers Casualty and</u>
SIGNATURE:	<u>[Signature]</u>	SIGNATURE:	<u>Surety Company of America</u>
NAME:	<u>Ryan Cochran</u>	NAME:	<u>Paul E. Cruciani</u>
TITLE:	<u>PRESIDENT</u>	TITLE:	<u>Attorney-in-Fact</u>
DATE:	<u>9/15/2024</u>	DATE:	<u>8/29/24</u>
PHONE NO.:	<u>440-998-7871</u>	PHONE NO.:	<u>800-451-1904</u>

*Attach Power of Attorney

If the Bidder submits a Certified or Cashier's check, Irrevocable Letter of Credit and is awarded a contract by the Owner, the following shall be completed, signed, and submitted with the Contract Bond (AKA Performance/Payment/Warranty Bond) per ORC Sections 153.54 and 153.57.

By signature of the attached Contract and these presents the undersigned contractor and their surety acknowledge that the attached Bond shall cover and warrant all work for the correction period per the General Conditions and as supplemented or amended elsewhere in these Contract Documents, which period is two (2) years commencing on the final acceptance of the work by Owner. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the project or part of the project is located and shall be instituted within one year from the last day of the correction period under the project or within one year after the Surety refuses or fails to perform its obligations under this Bond, whichever first occurs.

BIDDER

SURETY

BIDDER:	_____	SURETY:	_____
SIGNATURE:	_____	SIGNATURE:	_____
NAME:	_____	NAME:	_____
TITLE:	_____	TITLE:	_____
DATE:	_____	DATE:	_____
PHONE NO.:	_____	PHONE NO.:	_____

*Attach Power of Attorney

BID GUARANTY AND CONTRACT BOND

(SECTION 153.571 Ohio Revised Code)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Union Industrial Contractors, Inc., 1800 East 21st Street, Ashtabula, Ohio 44004

as principal and Travelers Casualty and Surety Company of America

as sureties, are hereby held and firmly bound unto Ashtabula County Board of Commissioners, 25 W. Jefferson Street, Jefferson, Ohio 44047

as obligee in the penal sum of the dollar amount of the bid submitted by the principal to the obligee on September 5, 2024 to undertake the project known as Lenox New Lyme Waterline Extension

Combined - Contract A - Booster Station and Contract B - Waterline

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 _____

One million six hundred forty-seven thousand four hundred ninety-five
(\$1,647,495.00) dollars.

(If the foregoing blank not filled in, the penal sum will be the full amount of the principal's bid, including alternates. Alternatively, if the blank is filled in, 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 well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named principal has submitted a bid for 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 of material; and in the event the principal pays to the obligee the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid and such larger amount for which the obligee may 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 pays to the obligee the difference not to exceed ten percent 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 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:

Now also, if the said principal shall well and faithfully do and perform the things agreed by the obligee to be done and performed according to the terms of said contract; 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 just claim, as well as for the obligee herein; then this obligation shall be void; otherwise the same to 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 or specifications therefor shall in any wise affect the obligations of said surety on its bond.

Signed this 29th day of August, 2024.

PRINCIPAL
Union Industrial Contractors, Inc.

BY: [Signature]

TITLE: President

SURETY: Travelers Casualty and Surety Company of America

BY: [Signature]

Attorney-in-Fact

Paul E. Cruciani

SURETY COMPANY ADDRESS:

One Tower Square
Street
Hartford, CT 06183-6014
City State Zip

SURETY AGENT'S ADDRESS:

AssuredPartners of Ohio, LLC
1485 Corporate Woods Pkwy, Suite 100
Uniontown, Ohio 44685



**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 **Paul E. Cruciani** of **NORTH CANTON**, **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

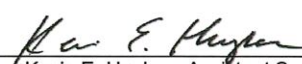
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice 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 **29th** day of **August**, 2024




Kevin E. Hughes, Assistant Secretary

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

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF DECEMBER 31, 2023

CAPITAL STOCK \$ 6,480,000

ASSETS		LIABILITIES & SURPLUS	
BONDS	\$ 5,104,395,801	LOSSES	\$ 1,495,036,900
STOCKS	119,333,643	LOSS ADJUSTMENT EXPENSES	146,791,770
CASH AND INVESTED CASH	30,541,608	COMMISSIONS	55,734,579
OTHER INVESTED ASSETS	8,355,939	OTHER EXPENSES	55,546,499
SECURITIES LENDING REINVESTED COLLATERAL ASSETS	13,350,613	TAXES, LICENSES AND FEES	15,857,431
INVESTMENT INCOME DUE AND ACCRUED	43,617,243	CURRENT FEDERAL AND FOREIGN INCOME TAXES	5,300,838
PREMIUM BALANCES	325,304,977	UNEARNED PREMIUMS	1,515,112,686
REINSURANCE RECOVERABLE	27,997,684	ADVANCE PREMIUM	4,091,249
NET DEFERRED TAX ASSET	72,421,341	POLICYHOLDER DIVIDENDS	21,388,522
GUARANTY FUNDS RECEIVABLE OR ON DEPOSIT	1,798,901	CEDED REINSURANCE NET PREMIUMS PAYABLE	62,914,516
OTHER ASSETS	818,309	AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	21,072,858
		REMITTANCES AND ITEMS NOT ALLOCATED	7,201,721
		PROVISION FOR REINSURANCE	9,891,783
		PAYABLE FOR SECURITIES LENDING	13,350,613
		OTHER ACCRUED EXPENSES AND LIABILITIES	409,380
		TOTAL LIABILITIES	\$ 3,429,701,342
		CAPITAL STOCK	\$ 6,480,000
		PAID IN SURPLUS	433,803,760
		OTHER SURPLUS	1,877,950,956
		TOTAL SURPLUS TO POLICYHOLDERS	\$ 2,318,234,716
TOTAL ASSETS	\$ 5,747,936,058	TOTAL LIABILITIES & SURPLUS	\$ 5,747,936,058

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 31ST DAY OF DECEMBER, 2023.

Michael J. Doody
 VICE PRESIDENT - FINANCE

SUBSCRIBED AND SWORN TO BEFORE ME THIS
 15TH DAY OF MARCH, 2024

Susan M. Weissleder
 NOTARY PUBLIC

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



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

Ohio Department of Insurance

Mike DeWine - Governor

Judith French - Director

Certificate of Compliance



Issued 03/18/2024

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



**Proposal to Ashtabula Co. Bd. of Commissioners
For Lenox New Lyme Waterline Extension
Contract A - Booster Station
Project No. 232009**

REF. NO.	DESCRIPTION	QTY.	MEASURE UNITS	UNIT PRICE LABOR	UNIT PRICE MATERIAL	TOTAL UNIT PRICE	ITEM TOTAL
1	(SPC) PRECONSTRUCTION VIDEO DOCUMENTATION	1.00	LS	\$ 750.00	\$ 0.00	\$ 750.00	\$ 750.00
2	(SPC) BONDS AND INSURANCES, AS PER PLAN	1.00	LS	\$ 0.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
3	(201) CLEARING AND GRUBBING, AS PER PLAN	1.00	LS	\$ 2,500.00	\$ 0.00	\$ 2,500.00	\$ 2,500.00
4	(SPC) TYPE "C" PAVEMENT REPLACEMENT (ASPHALT), DRIVEWAY, APRON, OR PARKING LOT	106.00	SY	\$ 80.00	\$ 50.00	\$ 130.00	\$ 13,780.00
5	(607) FENCE, CHAIN LINK, GALVANIZED, 8' HEIGHT, AS PER PLAN	150.00	FT	\$ 80.00	\$ 42.00	\$ 122.00	\$ 18,300.00
6	(614) MAINTAINING TRAFFIC	1.00	LS	\$ 2,500.00	\$ 500.00	\$ 3,000.00	\$ 3,000.00
7	(624) MOBILIZATION	1.00	LS	\$ 25,000.00	\$ 5,000.00	\$ 30,000.00	\$ 30,000.00
8	(638) 8 INCH WATER MAIN POLYVINYL CHLORIDE PIPE AND FITTINGS, AWWA C909 PVC, AS PER PLAN	210.00	FT	\$ 75.00	\$ 30.00	\$ 105.00	\$ 22,050.00
9	(638) 8 INCH X 8 INCH TAPPING SLEEVE, VALVE AND VALVE BOX	1.00	EACH	\$ 8,000.00	\$ 4,000.00	\$ 12,000.00	\$ 12,000.00
10	(638) 12 INCH X 8 INCH TAPPING SLEEVE, VALVE AND VALVE BOX	1.00	EACH	\$ 8,000.00	\$ 4,500.00	\$ 12,500.00	\$ 12,500.00
11	(638) WATER BOOSTER STATION	1.00	EACH	\$ 110,000.00	\$ 700,000.00	\$ 810,000.00	\$ 810,000.00
12	(SPC) LAWN RESTORATION (GRADING, SEEDING, & MULCHING)	1.00	LS	\$ 500.00	\$ 400.00	\$ 900.00	\$ 900.00
13	(SPC) UTILITY COMPANY CHARGES ALLOWANCE	1.00	LS	\$ -----	\$ -----	\$ -----	\$ 10,000.00
INFORMAL TOTAL BID						\$ 960,780.00	

The Bidder hereby acknowledges that they have reviewed the following addenda:

Addendum No. 1
Date: 8/30/24

The undersigned, having full knowledge of the plans and specifications for the improvements and the conditions of the Proposal hereby agree to furnish all the services, labor, materials, and equipment necessary to complete the work according to the plans and specifications and to accept as full compensation the lump sum or the unit prices specified serving as deduct or extra compensation rates.

And We (or I) do hereby agree that in the event of failure on OUR part to contract as aforesaid (provided this Proposal is accepted) the Bid Bond, Check or Letter of Credit accompanying this Proposal shall be forfeited to the Owner as liquidated damages for the difference between this bid and the awarded Contract price, not to exceed the amount of bond. We further agree that the Owner may reject any or all bids.

By signature below, I hereby certify that **I AND MY Insurance Agent have examined the insurance requirements** in the specifications and that the types and amounts of same are currently in effect or will be obtained and kept in effect for the project duration and that my Insurance Agent has assured that notification of non-renewal, policy modification, and/or cancellation to all certificate holders will occur per the contract requirements. Verification will be provided to the Owner subsequent to the issuance of a Notice of Award.

Submitted by, Ryan Cochran, President 440-998-7871
 Firm, Corporation, or Individual Union Industrial Contractors, Inc. Telephone Number
1800 East 21st ST 440-998-0026
Street Address Fax Number
Ashtabula, OH 44004 ryancochran@uicconstruction.com
City, State, Zip Code E-Mail Address
EF6MMABP8CC7 34-1254997
Unique Identify ID Number Federal Tax ID Number
Ohio Secretary of State ID Number

Note: Evidence of authority to sign must be affixed and attested by the Secretary.

COMPLETION DATE: 365 Days from Notice to Proceed

LIQUIDATED DAMAGES: PER O.D.O.T. TABLE 108.07-1 SCHEDULE OF LIQUIDATED DAMAGES

**Proposal to Ashtabula Co. Bd. of Commissioners
For Lenox New Lyme Waterline Extension
Contract B - Waterline
Project No. 232009**

REF. NO.	DESCRIPTION	QTY.	MEASURE UNITS	UNIT PRICE LABOR	UNIT PRICE MATERIAL	TOTAL UNIT PRICE	ITEM TOTAL
1	(SPC) PRECONSTRUCTION VIDEO DOCUMENTATION	1.00	LS	\$ 750.00	\$ 0.00	\$ 750.00	\$ 750.00
2	(SPC) BONDS AND INSURANCES, AS PER PLAN	1.00	LS	\$ 0.00	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00
3	(201) CLEARING AND GRUBBING, AS PER PLAN	1.00	LS	\$ 1,350.00	\$ 0.00	\$ 1,350.00	\$ 1,350.00
4	(SPC) TYPE "A" PAVEMENT REPLACEMENT (CONCRETE), DRIVEWAY, APRON, OR PARKING LOT, AS PER PLAN	320.00	SY	\$ 80.00	\$ 28.00	\$ 108.00	\$ 34,560.00
5	(SPC) TYPE "C" PAVEMENT REPLACEMENT (ASPHALT), ROADWAY, AS PER PLAN	60.00	SY	\$ 80.00	\$ 50.00	\$ 130.00	\$ 7,800.00
6	(SPC) TYPE "C" PAVEMENT REPLACEMENT (ASPHALT), DRIVEWAY, APRON, OR PARKING LOT	179.00	SY	\$ 80.00	\$ 50.00	\$ 130.00	\$ 23,270.00
7	(614) MAINTAINING TRAFFIC	1.00	LS	\$ 4,000.00	\$ 1,000.00	\$ 5,000.00	\$ 5,000.00
8	(624) MOBILIZATION	1.00	LS	\$ 25,000.00	\$ 5,000.00	\$ 30,000.00	\$ 30,000.00
9	(638) CONNECT NEW WATER MAIN TO EXISTING WATER MAIN, AS PER PLAN	1.00	EACH	\$ 5,000.00	\$ 1,050.00	\$ 6,050.00	\$ 6,050.00
10	(638) 2 INCH WATER MAIN POLYVINYL CHLORIDE PIPE AND FITTINGS, SDR-21, AS PER PLAN	50.00	FT	\$ 80.00	\$ 20.00	\$ 100.00	\$ 5,000.00
11	(638) 6 INCH WATER MAIN POLYVINYL CHLORIDE PIPE AND FITTINGS, AWWA C909 PVC, AS PER PLAN	110.00	FT	\$ 50.00	\$ 21.00	\$ 71.00	\$ 7,810.00
12	(638) 8 INCH WATER MAIN POLYVINYL CHLORIDE PIPE AND FITTINGS, AWWA C909 PVC, AS PER PLAN	6,675.00	FT	\$ 30.00	\$ 23.00	\$ 53.00	\$ 353,775.00
13	(638) 2 INCH CORP STOP AND SADDLE, AS PER PLAN	1.00	EACH	\$ 2,000.00	\$ 1,600.00	\$ 3,600.00	\$ 3,600.00
14	(638) 2 INCH CURB STOP AND VALVE BOX, AS PER PLAN	1.00	EACH	\$ 2,000.00	\$ 2,000.00	\$ 4,000.00	\$ 4,000.00
15	(638) 6 INCH GATE VALVE AND VALVE BOX	2.00	EACH	\$ 1,900.00	\$ 1,500.00	\$ 3,400.00	\$ 6,800.00
16	(638) 8 INCH GATE VALVE AND VALVE BOX	7.00	EACH	\$ 2,000.00	\$ 2,000.00	\$ 4,000.00	\$ 28,000.00
17	(638) 6 INCH FIRE HYDRANT ASSEMBLY, INCLUDING 6 INCH VALVE AND VALVE BOX, TYPE B, AS PER PLAN	15.00	EACH	\$ 2,635.00	\$ 5,500.00	\$ 8,135.00	\$ 122,025.00
18	(638) WATER METER VAULT, WATER METER AND BACKFLOW PREVENTOR, AS PER PLAN	1.00	EACH	\$ 4,000.00	\$ 7,000.00	\$ 11,000.00	\$ 11,000.00
19	(SPC) LAWN RESTORATION (GRADING, SEEDING, & MULCHING)	1.00	LS	\$ 5,500.00	\$ 5,500.00	\$ 11,000.00	\$ 11,000.00
INFORMAL TOTAL BID \$						696,770.00	

The Bidder hereby acknowledges that they have reviewed the following addenda:

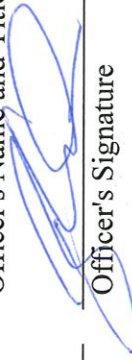
Addendum No. 1 _____
Date: 8/30/24 _____

The undersigned, having full knowledge of the plans and specifications for the improvements and the conditions of the Proposal hereby agree to furnish all the services, labor, materials, and equipment necessary to complete the work according to the plans and specifications and to accept as full compensation the lump sum or the unit prices specified serving as deduct or extra compensation rates.

And We (or I) do hereby agree that in the event of failure on OUR part to contract as aforesaid (provided this Proposal is accepted) the Bid Bond, Check or Letter of Credit accompanying this Proposal shall be forfeited to the Owner as liquidated damages for the difference between this bid and the awarded Contract price, not to exceed the amount of bond. We further agree that the Owner may reject any or all bids.

By signature below, I hereby certify that **I AND MY Insurance Agent have examined the insurance requirements** in the specifications and that the types and amounts of same are currently in effect or will be obtained and kept in effect for the project duration and that my Insurance Agent has assured that notification of non-renewal, policy modification, and/or cancellation to all certificate holders will occur per the contract requirements. Verification will be provided to the Owner subsequent to the issuance of a Notice of Award.

Submitted by,

<u>Union Industrial Contractors, Inc.</u>	<u>Ryan Cochran, President</u>	<u>440-998-7871</u>
<u>Firm, Corporation, or Individual</u>	<u>Officer's Name and Title (typed)</u>	<u>Telephone Number</u>
<u>1800 East 21st ST</u>		<u>440-998-0026</u>
<u>Street Address</u>	<u>Officer's Signature</u>	<u>Fax Number</u>
<u>Ashtabula, OH 44004</u>	<u>9/5/24</u>	<u>ryancochran@uicconstruction.com</u>
<u>City, State, Zip Code</u>	<u>Date</u>	<u>E-Mail Address</u>
<u>EF6MMABP8CC7</u>	<u>519326</u>	<u>34-1254997</u>
<u>Unique Identify ID Number</u>	<u>Ohio Secretary of State ID Number</u>	<u>Federal Tax ID Number</u>

Note: Evidence of authority to sign must be affixed and attested by the Secretary.

COMPLETION DATE: 365 Days from Notice to Proceed

LIQUIDATED DAMAGES: PER O.D.O.T. TABLE 108.07-1 SCHEDULE OF LIQUIDATED DAMAGES

**Proposal to Ashtabula Co. Bd. of Commissioners
For Lenox New Lyme Waterline Extension
Combined Contract A - Booster Station & Contract B - Waterline
Project No. 232009**

REF. NO.	DESCRIPTION	QTY.	MEASURE UNITS	UNIT PRICE LABOR	UNIT PRICE MATERIAL	TOTAL UNIT PRICE	ITEM TOTAL
1	(SPC) PRECONSTRUCTION VIDEO DOCUMENTATION	1.00	LS	\$ 750.00	\$ 0.00	\$ 750.00	\$ 750.00
2	(SPC) BONDS AND INSURANCES, AS PER PLAN	1.00	LS	\$ 0.00	\$ 60,000.00	\$ 60,000.00	\$ 60,000.00
3	(201) CLEARING AND GRUBBING, AS PER PLAN	1.00	LS	\$ 3,500.00	\$ 500.00	\$ 4,000.00	\$ 4,000.00
4	(SPC) TYPE "A" PAVEMENT REPLACEMENT (CONCRETE), DRIVEWAY, APRON, OR PARKING LOT, AS PER PLAN	320.00	SY	\$ 80.00	\$ 28.00	\$ 108.00	\$ 34,560.00
5	(SPC) TYPE "C" PAVEMENT REPLACEMENT (ASPHALT), ROADWAY, AS PER PLAN	60.00	SY	\$ 80.00	\$ 50.00	\$ 130.00	\$ 7,800.00
6	(SPC) TYPE "C" PAVEMENT REPLACEMENT (ASPHALT), DRIVEWAY, APRON, OR PARKING LOT	285.00	SY	\$ 80.00	\$ 50.00	\$ 130.00	\$ 37,050.00
7	(607) FENCE, CHAIN LINK, GALVANIZED, 8' HEIGHT, AS PER PLAN	150.00	FT	\$ 80.00	\$ 42.00	\$ 122.00	\$ 18,300.00
8	(614) MAINTAINING TRAFFIC	1.00	LS	\$ 6,000.00	\$ 2,000.00	\$ 8,000.00	\$ 8,000.00
9	(624) MOBILIZATION	1.00	LS	\$ 45,000.00	\$ 10,000.00	\$ 55,000.00	\$ 55,000.00
10	(638) CONNECT NEW WATER MAIN TO EXISTING WATER MAIN, AS PER PLAN	1.00	EACH	\$ 5,000.00	\$ 1,050.00	\$ 6,050.00	\$ 6,050.00
11	(638) 2 INCH WATER MAIN POLYVINYL CHLORIDE PIPE AND FITTINGS, SDR-21, AS PER PLAN	50.00	FT	\$ 80.00	\$ 20.00	\$ 100.00	\$ 5,000.00
12	(638) 6 INCH WATER MAIN POLYVINYL CHLORIDE PIPE AND FITTINGS, AWWA C900 PVC OR C909 PVCO, AS PER PLAN	110.00	FT	\$ 50.00	\$ 21.00	\$ 71.00	\$ 7,810.00
13	(638) 8 INCH WATER MAIN POLYVINYL CHLORIDE PIPE, AWWA C900 PVC, AS PER PLAN	6,875.00	FT	\$ 30.00	\$ 24.00	\$ 54.00	\$ 371,250.00
14	(638) 2 INCH CORP STOP AND SADDLE, AS PER PLAN	1.00	EACH	\$ 2,000.00	\$ 1,600.00	\$ 3,600.00	\$ 3,600.00
15	(638) 2 INCH CURB STOP AND VALVE BOX, AS PER PLAN	1.00	EACH	\$ 2,000.00	\$ 2,000.00	\$ 4,000.00	\$ 4,000.00
16	(638) 6 INCH GATE VALVE AND VALVE BOX	2.00	EACH	\$ 1,900.00	\$ 1,500.00	\$ 3,400.00	\$ 6,800.00
17	(638) 8 INCH GATE VALVE AND VALVE BOX	7.00	EACH	\$ 2,000.00	\$ 2,000.00	\$ 4,000.00	\$ 28,000.00
18	(638) 8 INCH X 8 INCH TAPPING SLEEVE, VALVE AND VALVE BOX	1.00	EACH	\$ 8,000.00	\$ 4,000.00	\$ 12,000.00	\$ 12,000.00
19	(638) 12 INCH X 8 INCH TAPPING SLEEVE, VALVE AND VALVE BOX	1.00	EACH	\$ 8,000.00	\$ 4,500.00	\$ 12,500.00	\$ 12,500.00
20	(638) 6 INCH FIRE HYDRANT ASSEMBLY, INCLUDING 6 INCH VALVE AND VALVE BOX, TYPE B, AS PER PLAN	15.00	EACH	\$ 2,163.50	\$ 5,500.00	\$ 8,135.00	\$ 122,025.00
21	(638) WATER METER VAULT, WATER METER AND BACKFLOW PREVENTOR, AS PER PLAN	1.00	EACH	\$ 4,000.00	\$ 7,000.00	\$ 11,000.00	\$ 11,000.00

Proposal to Ashtabula Co. Bd. of Commissioners
For Lenox New Lyme Waterline Extension
Combined Contract A - Booster Station & Contract B - Waterline
Project No. 232009

REF. NO.	DESCRIPTION	QTY.	MEASURE UNITS	UNIT PRICE LABOR	UNIT PRICE MATERIAL	TOTAL UNIT PRICE	ITEM TOTAL
22	(638) WATER BOOSTER STATION	1.00	EACH	\$ 110,000.00	\$ 700,000.00	\$ 810,000.00	\$ 810,000.00
23	(SPC) LAWN RESTORATION (GRADING, SEEDING, & MULCHING)	1.00	LS	\$ 6,000.00	\$ 6000.00	\$ 12,000.00	\$ 12,000.00
24	(SPC) UTILITY COMPANY COORDINATION ALLOWANCE	1.00	LS	\$ -----	\$ -----	\$ -----	\$ 10,000.00
						INFORMAL TOTAL BID \$	1,647,495.00

The Bidder hereby acknowledges that they have reviewed the following addenda:

Addendum No. 1
Date: 8/30/24

The undersigned, having full knowledge of the plans and specifications for the improvements and the conditions of the Proposal hereby agree to furnish all the services, labor, materials, and equipment necessary to complete the work according to the plans and specifications and to accept as full compensation the lump sum or the unit prices specified serving as deduct or extra compensation rates.

And We (or I) do hereby agree that in the event of failure on OUR part to contract as aforesaid (provided this Proposal is accepted) the Bid Bond, Check or Letter of Credit accompanying this Proposal shall be forfeited to the Owner as liquidated damages for the difference between this bid and the awarded Contract price, not to exceed the amount of bond. We further agree that the Owner may reject any or all bids.

By signature below, I hereby certify that **I AND MY Insurance Agent have examined the insurance requirements** in the specifications and that the types and amounts of same are currently in effect or will be obtained and kept in effect for the project duration and that my Insurance Agent has assured that notification of non-renewal, policy modification, and/or cancellation to all certificate holders will occur per the contract requirements. Verification will be provided to the Owner subsequent to the issuance of a Notice of Award.

Submitted by,

Union Industrial Contractors, Inc. Ryan Cochran, President 440-998-7871
Firm, Corporation, or Individual Officer's Name and Title (typed) Telephone Number
1800 East 21st ST [Signature] 440-998-0026
Street Address Officer's Signature Fax Number
Ashtabula, OH 44004 9/5/24 ryancochran@uicconstruction.com
City, State, Zip Code Date E-Mail Address
EF6MMABP8CC7 519326 34-1254997
Unique Identify ID Number Ohio Secretary of State ID Number Federal Tax ID Number

Note: Evidence of authority to sign must be affixed and attested by the Secretary.

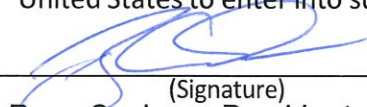
COMPLETION DATE: 365 Days from Notice to Proceed

LIQUIDATED DAMAGES: PER O.D.O.T. TABLE 108.07-1 SCHEDULE OF LIQUIDATED DAMAGES

Contractor Equal Employment Opportunity Certification

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

1. The undersigned will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The undersigned will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The undersigned agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this equal opportunity (federally assisted construction) clause.
2. The undersigned will, in all solicitations or advertisements for employees placed by or on behalf of the undersigned, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
3. The undersigned will send to each labor union or representative of workers, with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the undersigned's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The undersigned will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The undersigned will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and relevant orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency of the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the undersigned's non-compliance with the equal opportunity (federally assisted construction) clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part, and the undersigned may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rules, regulations, or order of the Secretary of Labor, or as provided by law.
7. The undersigned will include this equal opportunity (federally assisted construction) clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, so that such provision will be binding upon each subcontract or vendor. The undersigned will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for non compliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor, as a result of such direction by the administering agency the undersigned may request the United States to enter into such litigation to protect the interest of the United States.


(Signature)
Ryan Cochran, President

9/5/24
(Date)

(Name and Title of Signer, Please type)
Union Industrial Contractors, Inc.

(Firm Name)

Certification Regarding Debarment, Suspension, and Other Responsibility Matters

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal of State antitrust statues or commission if embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification;
- (d) Have not within a three year period preceding this application / proposal had one or more public transactions (Federal, State, or local) terminated for cause or default; and
- (e) Will not utilize a subcontractor or supplier who is unable to certify (a) through (d) above.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Ryan Cochran, President

Type Name & Title of Authorized Representative



Signature of Authorized Representative

9/5/24

Date

I am unable to certify to the above statements. My explanation is attached.

**ACKNOWLEDGEMENT OF
AMERICAN RESCUE PLAN ACT FUNDING AND
COMPLIANCE BY CONTRACTORS**

The bidder hereby acknowledges that this project is a federally funded project with funds from the American Rescue Plan Act of 2021 ("ARPA" or the "Act"), that funding is contingent upon compliance with all terms and conditions of the ARPA funding award, and that the bidder agrees to comply with all of the terms and conditions of the ARPA funding award and the terms and conditions in the Procurement Standards codified in 2 C.F.R. 200.317 through 200.326 and as outlined in the Federally Required Contract Provisions contained in Bid Document - Federal Grant Compliance - American Rescue Plan Act of 2021.


Signature

9/5/24

Date

Ryan Cochran

Title

Union Industrial Contractors, Inc.

Company

BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION


(To be submitted with each bid or offer exceeding \$100,000)

The undersigned, President of Union Industrial Contractors, Inc.
(the "Company") hereby certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Company certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.



Signature of Company Authorized Official

Ryan Cochran, President

Name and Title of Company Authorized Official

9/5/2009

Date



To: All Plan Holders of Record

From: CT Consultants, Inc.
For the Owner

Re: *Addendum No. 1*
Lenox New Lyme Waterline Extension
Ashtabula County Board of Commissioners

Date: August 30, 2024

This Addendum forms a part of the contract documents and modifies the original bidding documents dated August 2024 and all previous addenda, if any. Acknowledge receipt of this addendum in the space provided in the bid forms. Failure to do so may subject the bidder to disqualification.

QUESTIONS AND ANSWERS

Q1. Can the contractor use portable traffic lights for traffic control or does it have to be flaggers.

A1. **Yes, the Contractor can use portable traffic lights.**

Q2. Does the engineer have someone in mind for construction of the booster station.

A2. **EFI- Solutions was the basis of design for the water booster station.**

Q3. On sheet 14 the 6" water line goes into the pavement, is that pavement replacement under the Type C item

A3. **Yes.**

Q4. Are bell restraints or reiberlok gaskets to be used for joint restraints.

A4. **Reiberlok gaskets and/or refer to Specifications Section 331113.01.**

Q5. Can you provide more details on the proposed vault on sheet 18.

A5. **The vault will be a buried enclosure with an aluminum square access hatch.**

Q5. Do you want two separate bid bonds listing the Contract A and B separate or can we list all on one bond?

A5. **Per Specification Section 011100 – Summary of Work, Part 1.2 B., The bidder must submit a separate bid security (cashier's check, irrevocable letter of credit, or ORC 153.571 bond) for each contract bid – either Contract A, Contract B or the Combined.**



Bureau of Workers' Compensation

30 W. Spring St.
Columbus, OH 43215

Certificate of Ohio Workers' Compensation

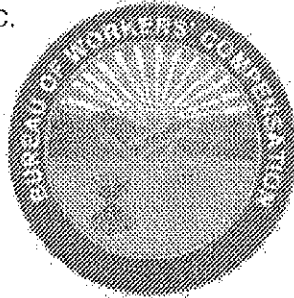
This certifies that the employer listed below participates in the Ohio State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. This certificate is only valid if premiums and assessments, including installments, are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

This certificate must be conspicuously posted.

Policy number and employer
00704595

Period Specified Below
07/01/2024 to 07/01/2025

UNION INDUSTRIAL CONTRACTORS, INC.
PO BOX 1718
ASHTABULA OH 44005-1718



www.bwc.ohio.gov
Issued by: BWC

Administrator/CEO

You can reproduce this certificate as needed.

Ohio Bureau of Workers' Compensation

Required Posting

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

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



Bureau of Workers' Compensation

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

BWC has approved your Drug Free Safety Program participation.

risk-rps@bwc.state.oh.us <risk-rps@bwc.state.oh.us>

Thu 7/18/2024 3:44 PM

To: Jessica Huffman <jhuffman@uicconstruction.com>

Policy number: 704595

Company name: UNION INDUSTRIAL CONTRACTORS, INC.

RE: Drug-Free Safety Program Enrollment approval

Dear Employer:

Congratulations! We approved your participation in our Drug-Free Safety Program (DFSP) at the *Comparable* level for the program year beginning July 1, 2024. In addition, please note all of the important DFSP requirements below, along with their due dates.

The DFSP requires your company to:

- Provide each employee and supervisor with one hour of substance use education yearly. First-year participants must complete education requirements within the first four months of participation.
- First-year participants must complete two hours of supervisor skill-building training within the first four months of participation. Continuing employers must provide one hour of supervisor training annually.
- Conduct drug and alcohol testing as outlined in the [DFSP policy](#).
- Submit an online [Accident Report \(DFSP-1\)](#) within 30 days of an accident or learning of an accident for BWC-allowed claims that occur during the program year (Basic and Advanced levels).
- Submit an online [Safety Management Self-Assessment \(SH-26\)](#), within 30 days from the start of the program year if not done at the time of the online submission of the application or annual report (Basic and Advanced levels).
- Provide accident-analysis training for all supervisors within 30 days from the start of the program year (First year Basic or Advanced level DFSP participants only).
- Submit an online [Safety Action Plan \(DFSP-5\)](#) within 60 days from the start of the program year (Advanced level only).
- Submit an online DFSP Annual Report by the last business day in March for private employers and the last business day in September for public employers.

Please keep in mind, your participation in the program may or may not result in a bonus. If you participate at the Basic or Advanced level, your involvement in other BWC-rating programs could affect your eligibility for a bonus. You can find out which BWC program bonuses are compatible with the DFSP bonus along with program information and documents by clicking [here](#). You can find basic DFSP information by clicking [here](#).

We applaud your commitment to the safety and well-being of your workers, their families and your community. If you have questions, call the BWC representative listed below. To learn more about our other program options, please visit www.bwc.ohio.gov, call 614-466-6773, or send an email to EmployerProgramUnit@bwc.state.oh.us. Thank you for your attention to this matter.

Sincerely,
Michael Sendelbach
Supervisor, Employer Program Unit

BWC Representative: Sandy Gealy (330) 797-5027
BWC Customer Service Office: YOUNGSTOWN (800) 644-6292

FOR BWC USE ONLY

DOCTYPE: CORR

RE: EMAIL - DFSP ENROLLMENT APPROVAL NOTIFICATION

Portions of this message may be confidential under an exemption to Ohio's public records law or under a legal privilege. If you have received this message in error or due to an unauthorized transmission or interception, please delete all copies from your system without disclosing, copying, or transmitting this message.



August 28, 2024

Jessica Huffman,
Secretary/Treasurer
Union Industrial Contractors, Inc.
1800 East 21st ST
Ashtabula, OH 44004

SUBJECT: Certificate of Compliance Certification
Status: In Compliance
Effective Dates: August 28, 2024 - February 28, 2025

Dear Jessica Huffman:

The Ohio Department of Development, Minority Business Development Division (MBDD) hereby issues Union Industrial Contractors, Inc. a Certificate of Compliance. The Certificate shall be in force for 180 days from the date of issuance.

Section 9.47 of the Revised Code requires MBDD to review affirmative action programs and plans of each company desiring to participate on state or state-assisted construction contracts and determine whether that company has violated any affirmative action programs and goals for which that company was obligated to meet during the preceding five years. Based on the above-referenced review, MBDD has found no such violation(s).

Please be advised that for Union Industrial Contractors, Inc. to maintain certification status, Union Industrial Contractors, Inc. must continue to ensure equal employment opportunities in accordance with applicable state and federal EEO laws, rules, regulations, guidelines, and meet those contractual obligations for which Union Industrial Contractors, Inc. has agreed.

Sincerely,

A handwritten signature in cursive script, appearing to read "Monica L. Wornack".

Monica L. Wornack
Chief

September 10, 2024

Doug Starkey
Director
Ashtabula County Dept. of Environmental Services
36 W. Walnut Street
Jefferson, Ohio 44047

**Re: *Lenox New Lyme Waterline Extension
Bid Results***

Dear Mr. Starkey:

Bids were received for the above referenced project on September 5, 2024, and attached you will find a copy of the Bid Tabulations outlining each bid for your review. The Combined Contracts is for more than the Separately Bid Contracts. The bids for the Separate Contract A – Booster Station ranged from \$960,780.00 to \$1,249,335.00 as compared to the Opinion of Probable Construction Cost of \$1,110,000.00. The bids for the Separate Contract B – Waterline ranged from \$524,885.75 to \$1,006,709.46 as compared to the Opinion of Probable Construction Cost of \$1,360,000.00.

The low bidder for Contract A is Union Industrial Contractors, Inc. of Ashtabula, Ohio whose bid has been reviewed and found to be in conformance with all contract requirements. It is our opinion that they are experienced and qualified to perform the work within the contract.

The low bidder for Contract B is Klinginsmith Construction Co. of Conneaut Lake, PA whose bid has been reviewed and found to be in conformance with all contract requirements. It is our opinion that they are experienced and qualified to perform the work within the contract.

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

Respectfully,

CT CONSULTANTS, INC.



Georgia Conway, P.E.
Project Engineer

GC/BR:mep

Enclosures

H:\2023\232009\SPEC\Bid Results Letter.Doc

**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form**

This form is intended to capture the DBE¹ subcontractor's² description of work to be performed and the price of the work submitted to the prime contractor. An EPA Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractors bid or proposal package.

Subcontractor Name Cook Paving & Construction Co., Inc.		Project Name Lenox New Lyme Waterline Extension	
Bid/ Proposal No. CT232009	Assistance Agreement ID No. (if known)	Point of Contact Alex Ploetz	
Address 4545 Spring Road, Brooklyn HTS, OH, 44131			
Telephone No. 216-701-4511		Email Address alex.ploetz@cookpaving.com	
Prime Contractor Name Union Industrial Contractors, Inc.		Issuing/Funding Entity: WSRLA	

Contract Item Number	Description of Work Submitted to the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
4	Type C Pavement Replacement (Asphalt), Driveway Apron or Parking Lot	\$13,780.00
DBE Certified By: <input checked="" type="radio"/> ODOT <input type="radio"/> DAS/EDGE <input type="radio"/> Other: _____		Meets/ exceeds EPA certification standards? <input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> Unknown

Check Which One Applies: MBE _____ WBE (Include MBE/WBE Certificates, No DBE Certs)

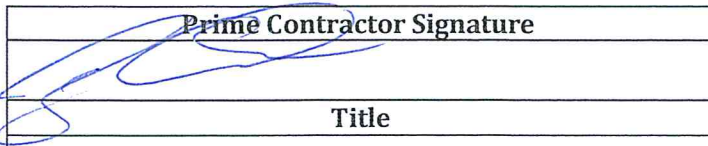
¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

FORM 6100-3 (DBE Subcontractor Performance Form)

**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form**

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 I.

 Prime Contractor Signature	Print Name
	Ryan Cochran
Title	Date
President	9/11/2024

Subcontractor Signature	Print Name
<i>Linda A. Fletcher</i>	Linda Fletcher
Title	Date
President / CEO	9/11/2024



Minority Business Enterprise Certification Letter

February 7, 2023

LINDA FLETCHER, CEO/PRESIDENT
COOK PAVING & CONSTRUCTION CO.,INC.
4545 Spring Road
Brooklyn Heights, OH 44131

CERTIFICATION NUMBER: MBE - 202301-1885
Effective Dates: February 7, 2023 - February 7, 2025

Dear LINDA FLETCHER, CEO/PRESIDENT:

The Ohio Department of Development (Development) has reviewed your business's application to obtain certification as a Minority Business Enterprise (MBE) in Ohio. Having satisfied the requirements set forth in Section 123:2-14 of the Ohio Administrative Code (OAC) as required, we are pleased to inform you that COOK PAVING & CONSTRUCTION CO.,INC. is hereby certified by as a MBE.

This certification letter shall serve as the state's official certification.

This letter also acknowledges that COOK PAVING & CONSTRUCTION CO.,INC. has been categorized under the Construction category for MBE program participation and has demonstrated capability for a period of at least one-year in the following UNSPS code(s):

1. -

As a certified MBE, COOK PAVING & CONSTRUCTION CO.,INC. must inform Development in writing (letter or email) within 30 days of any occurrence of material change(s). A material change is defined as any change in circumstances affecting the business or the at least 51 percent eligible owner(s), including but not limited to current contact information, changes in ownership, business structure, independence, managerial and/or operational control, or any change in the information provided in its application including changes in management responsibility among owner(s) of the certified business. Similar notification must be provided to Development of any changes to the company's name, business address, email address, telephone numbers, principal products/service, or other basic contact and commercial activity information. For additional information, please refer to OAC 123:2-14-01, 123:2-14-02, and 123:2-07. Failure to notify Development of any material change is cause for revocation of COOK PAVING & CONSTRUCTION CO.,INC.'s MBE certification.

Re-certification may be done up to one month prior to the expiration date of this certification. At that time, COOK PAVING & CONSTRUCTION CO.,INC. must submit a completed Re-certification Application for Development's review relative to COOK PAVING & CONSTRUCTION CO.,INC.'s eligibility for continued participation in the MBE program.

If you need any assistance or have questions about the MBE program, please contact Development's Minority Business Certification and Compliance Unit at 614-466-5700.

Congratulations on your certification as a MBE and thank you for choosing to do business in Ohio.

Sincerely,

A handwritten signature in blue ink that reads "Monica L. Womack". The signature is written in a cursive style with a large initial 'M'.

Monica L. Womack
Chief, Minority Business Development Division

**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form**

This form is intended to capture the DBE¹ subcontractor's² description of work to be performed and the price of the work submitted to the prime contractor. An EPA Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractors bid or proposal package.

Subcontractor Name All Contractors's Supply		Project Name Lenox New Lyme Waterline Extension	
Bid/ Proposal No. CT232009	Assistance Agreement ID No. (if known)	Point of Contact Dan Gilmore	
Address 7750 Division Dr, Mentor, OH 44060			
Telephone No. 440-290-0703		Email Address dg@allcontractorssupply.com	
Prime Contractor Name Union Industrial Contractors, Inc.		Issuing/Funding Entity: WSRLA	

Contract Item Number	Description of Work Submitted to the Prime Contractor Involving Construction, Services , Equipment or Supplies	Price of Work Submitted to the Prime Contractor
8,9,10	Provide pipe and fittings for waterline and taps	\$12,500.00
DBE Certified By: <input checked="" type="radio"/> ODOT <input type="radio"/> DAS/EDGE <input type="radio"/> Other: _____		
Meets/ exceeds EPA certification standards? <input checked="" type="radio"/> YES <input type="radio"/> NO <input type="radio"/> Unknown		

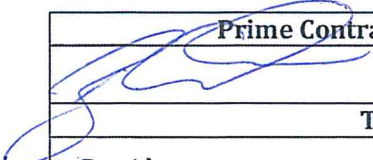
Check Which One Applies: _____ MBE X WBE **(Include MBE/WBE Certificates, No DBE Certs)**

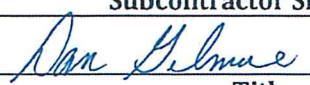
¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form**

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 I.

 Prime Contractor Signature	Print Name
	Ryan Cochran
Title	Date
President	9/11/2024

 Subcontractor Signature	Print Name
	DAN Gilmore
Title	Date
Operations Manager	9/11/2024



Department of
Development

Mike DeWine, Governor
Jon Husted, Lt. Governor

Lydia L. Mihalik, Director

Women Business Enterprise
Certification Letter

02/09/2023

Kimberly Gilmore, President
All Contractors Supply
9350 Progressive Parkway
Mentor, OH 44060

CERTIFICATION NUMBER: WBE- 00036
Certification Dates: 10/07/2022 – 10/07/2024

Dear Kimberly Gilmore:

The Ohio Department of Development (Development) has reviewed your application to obtain certification as a Women Business Enterprise (WBE) in Ohio. Having satisfied the requirements set forth in Section 123:2-14 of the Ohio Administrative Code (OAC) as required; we are pleased to inform you that All Contractors Supply are hereby certified by as a WBE.

This certification letter shall serve as the State's official certification to this effect.

As a certified WBE, All Contractors Supply must inform Development in writing (letter or email) within 30 days of any occurrence of material change(s). A material change is defined as any change in circumstances affecting the business or the at least 51 percent eligible owner(s), including but not limited to current contact information, changes in ownership, business structure, independence, managerial and/or operational control, or any change in the information provided in its application including changes in management responsibility among owner(s) of the certified business. Similar notification must be provided to Development of any changes to the company's name, business address, email address, telephone numbers, principal products/service, or other basic contact and commercial activity information. For additional information, please refer to OAC 123:2-14-01, 123:2-14-02, and 123:2-07. Failure to notify Development of any material change is cause for revocation of All Contractors Supply WBE certification.

Re-certification may be done up to one month prior to the expiration date of this certification. At that time, All Contractors Supply must submit a completed Re-certification Application for Development's review relative to All Contractors Supply's eligibility for continued participation in the WBE program.

If you need any assistance or have questions about the WBE program, please contact Development's Minority Business Certification and Compliance Unit at 614-466-5700.

Congratulations on your certification as a WBE and thank you for choosing to do business in Ohio.

Sincerely,

Monica L. Womack
Chief, Minority Business Development Division

77 South High Street
Columbus, Ohio 43215 U.S.A.

614 | 466 3379
800 | 848 1300
www.development.ohio.gov

**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Utilization Form**

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE¹ subcontractors² and the estimated dollar amount of each subcontract. An EPA Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

Prime Contractor Name Union Industrial Contractors, Inc.		Project Name Lenox New Lyme Waterline Extension	
Bid/ Proposal No. CT232009	Assistance Agreement ID No. (if known)	Point of Contact Ryan Cochran	
Address 1800 East 21st Street, Ashtabula, OH 44004			
Telephone No. 440-998-7871		Email Address ryancochran@uiconstruction.com	
Issuing/Funding Entity: WSRLA			

I have identified potential DBE certified subcontractors	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	
If yes, please complete the table below. If no, please explain:			
Subcontractor Name/ Company Name	Company Address/ Phone/ Email	Est. Dollar Amt.	Currently DBE Certified?
Cook Paving & Construction Co., Inc.	4545 Spring Road, Brooklyn HTS, OH 44131 216-701-4511 alex.ploetz@cookpaving.com	\$13,780.00	Yes
All Contractors's Supply	7750 Division Dr, Mentor, OH 44060 440-290-0703 info@allcontractorssupply.com	\$12,500.00	Yes

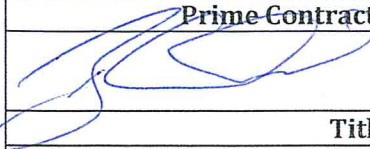
Continue on back if needed

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

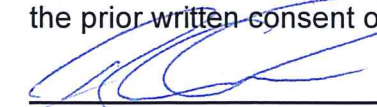
**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Utilization Form**

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 I.

Prime Contractor Signature	Print Name
	Ryan Cochran
Title	Date
President	9/11/2024

AMERICAN IRON AND STEEL ACKNOWLEDGEMENT

The Contractor acknowledges to and for the benefit of the Ashtabula County Board of Commissioners ("Purchaser") and the State of Ohio (the "State") that it understands the goods and services under this Agreement are being funded with monies made available by the Clean Water State Revolving Fund and/or Drinking Water State Revolving Fund that have statutory requirements commonly known as "American Iron and Steel;" that requires all of the iron and steel products used in the project to be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Purchaser or the State. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.



Signature
Ryan Cochran, President

9/11/2024

Date

Name and Title of Authorized Signatory, Please Print or Type
Union Industrial Contractors, Inc.

Bidder's Firm

Check here if the WPCLF or WSRLA applicant will be requesting an individual waiver for non-American made iron and steel products. Please note that the waiver box does not need to be marked for nationwide waivers.

