

RESOLUTION APPROVING A CONTRACT WITH GOVTRUST PARTNERS, LLC FOR THE CONSTRUCTION OF A NEW BUILDING AT THE ASHTABULA COUNTY AGRICULTURAL SOCIETY (FAIRGROUNDS) IN JEFFERSON, AN ARPA FUNDED PROJECT

WHEREAS, a Contract has been presented for the approval if the Board, to-wit:

Scope of Contract: for the construction of a new building at the Ashtabula County Agricultural Society (Fairgrounds) in Jefferson, Ohio

Provider: GovTrust Partners, LLC, 14398 East Carroll Blvd., University Hts., OH 44118

Cost: Not to Exceed, \$155,600.00

Term: completed by June 30, 2026

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 funding for this project has been allocated through the American Rescue Plan Act (ARPA) in accordance with the agreement between the Board of Ashtabula County Commissioners and the Ashtabula County Agricultural Society to aid impacted industries and support the public health response to COVID-10.

**ASHTABULA COUNTY COMMISSIONERS
CERTIFICATION PAGE**

Resolution No. 2026-187

April 14, 2026

**RESOLUTION APPROVING A CONTRACT WITH GOVTRUST PARTNERS, LLC
FOR THE CONSTRUCTION OF A NEW BUILDING AT THE ASHTABULA COUNTY
AGRICULTURAL SOCIETY (FAIRGROUNDS) IN JEFFERSON, AN ARPA FUNDED
PROJECT**

Upon the motion of Kathryn L. Whittington, seconded by J.P. Ducro IV.

VOTE:

Casey R. Kozlowski
Kathryn L. Whittington
J.P. Ducro IV

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

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

OFFICE OF THE ASHTABULA COUNTY COMMISSIONER'S

RE-BID PACKET

For: Ashtabula County Agricultural Society (Fairgrounds)- Re-Bid #3
for New Building Project, ARPA funded project

Bidder's Name GovTrust Partners LLC

Street Address 14398 East Carroll Blvd.

P.O. Box

City, State & zip University Hts., OH 44118

Email/Ph. #: moshe@govtrustpartners.com 216-225-5136

Project Location: Ashtabula County Fairgrounds,
127 North Elm St.
Jefferson OH 44047

Date of Bid Letting: Wednesday, March 3, 2026

Place of Bid Opening: Ashtabula County
Commissioner's Office
2nd Floor, Old Courthouse
25 West Jefferson St.
Jefferson, OH 44047

Cost Estimate: \$180,000.00

Bid Due Date: Friday, March 20, 2026 by 3:00
p.m. EST

Project Completion Date: June 30, 2026

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



**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
Drawings- Main and Lean To**

Date: March 10, 2026

This Addendum forms a part of the documents and modifies the original bidding documents dated March 3, 2026 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 add the drawings for the Main Building and the Lean To.

Acknowledgement of Receipt of Addendum No. 1:

Moshe Domb  Moshe Domb, Managing Member . GovTrust Partners LLC

03/19/2026

Bidder- Signature and Name

Date

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

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



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. 2 – Drawing Revision and Door Specification Changes

Date: March 12, 2026

This Addendum forms a part of the bidding documents and modifies the original bidding documents dated March 3, 2026, as well as any and all previously issued addenda, including Addendum No. 1.

Bidders shall acknowledge receipt of this Addendum by signing below and including the signed acknowledgement with their bid submission. Failure to acknowledge receipt of this Addendum may subject the bid to disqualification.

The bidding documents are hereby revised as follows:

1. Drawing Revision

The drawings previously submitted with Addendum No. 1 are hereby replaced to reflect the correct building length of 136 feet, not 140 feet. Please use the attached revised Main Drawings. The Lean-To drawings, included with Addendum No. 1, remain unchanged.

2. Man Door Specification

Man doors shall be 36-inch outswing commercial doors with ½ glass panels and panic bar hardware installed.

Acknowledgement of Receipt of Addendum No. 2

The undersigned acknowledges receipt of Addendum No. 2 and confirms that it has been incorporated into the bid submission.

Company Name: GovTrust Partners LLC

Moshe Domb



Moshe Domb, Managing Member

03/19/2026

Bidder – Signature and Printed Name _____ Date _____

This form must be signed and submitted with the bid documents.

TO BE COMPLETED AND INCLUDED WITH SEALED BID

Your bid will not be considered unless these documents are completed and submitted with your bid

BID FORM-vendors to submit bid for one, more or all of the project categories. All work must conform to the Building Package already purchased. Specifications for the Building Package are attached as Exhibit B.

Project Name: Ashtabula County Fairgrounds- Re-Bid #3 for New Building Project
Project Location: 127 N. Elm St., Jefferson, OH 44047

Bid Due Date: Friday, March 20, 2026 at 3:00 p.m.

Bid Delivered to: Ashtabula County Commissioners, Attn: Lisa Hawkins, Clerk of the Board
2nd Floor Old Courthouse, 25 West Jefferson St., Jefferson, OH 44047

To the Board of County Commissioners:

The undersigned Bidder certifies the pre-bid examination, in its entirety, of all Bid Documents contained in or referenced by this Bid, including the Notice to Bidders, Instructions to Bidders, General & Supplemental Provisions, Standard Specifications, Scope of Work, Plans & Specifications, and Planned Bid Items & Quantities, which shall govern this improvement and are made a part of this Bid and the ensuing contract.

DESCRIPTION OF THE IMPROVEMENT

The Re-Bid #3 of the new building project at the Ashtabula County Fairgrounds.

The undersigned Bidder proposes to furnish any and all material, tools, labor, transportation, machinery, appliances, and appurtenances necessary to ensure full completion the Work described herein. In consideration thereof, to accept from the County full payment for the completion of the project, as priced herein.

The undersigned Bidder agrees that, if this Bid is accepted, said Bidder will, within ten (10) days after notification of such acceptance, enter into the contract for the performance of the Work proposed and, as a guarantee of the faithful performance thereof, to furnish at the time of executing the contract, a bond in the amount equal to 100% of the total Bid price, with a Surety subject to the approval of the County.

The Bidder hereby agrees that the County has the right to reject any and all bids, and the Bidder will not dispute the correctness of the quantities used to determine the lowest and best bid.

Accompanying this Bid is a bid guarantee or bond payable to the County. Upon any failure to execute the Contract or provide an adequate performance bond as aforesaid, it is agreed that the undersigned Bidder shall forfeit the bid guarantee or bond accompanying the bid to the County, to the extent allowed by law.

I, the undersigned, acknowledge and accept the terms and conditions of this bid and submit this bid for the construction of the new metal building at the Ashtabula County Fairgrounds.

The undersigned, having examined all bidding documents and the site of work, hereby submits a bid for the following scope(s) of work (**choose one or more categories below that you would like to submit a bid for**):

NOTICE TO BIDDERS

Sealed bids will be received by the Board of County Commissioners for Ashtabula County, Ohio ("COUNTY") c/o Lisa Hawkins, Clerk, 2nd Floor, Old Courthouse, 25 West Jefferson St., Jefferson, Ohio 44047; until 3:00 p.m. EST on March 20, 2026, and publicly opened thereafter in the Commissioners' Conference Room at the above address for:

Ashtabula County Agricultural Society (Fairgrounds) -Re-Bid for New Building Project, #3

(an ARPA funded project)

located at 127 North Elm St., Jefferson, OH 44047

Project Opinion of Probable Cost: \$180,000.00

The project includes all labor and materials to construct a new metal building, including foundation, concrete flatwork, erection, and overhead doors. Electrical, site work, and utilities will be performed separately. Work must be completed by **June 30, 2026**.

Bid documents and specifications are available for download online at www.ashtabulacounty.us/bids under "**Fairgrounds- Re-Bid for New Building Project #3**" or directly from the Commissioner's office by contacting Lisa Hawkins, Clerk.

No electronic submissions will be accepted. Fully completed Bid Forms must be sealed, enclosed and addressed to the Board of Ashtabula County Commissioners, Attn: Lisa Hawkins, Clerk, at the above address, and clearly marked "**Ashtabula County Fairgrounds Re-Bid for New Building Project #3**"

Bidders may submit bids for one or more project categories. All work must conform to the Building Package already purchased, in accordance with the Building Package specifications attached as **Exhibit B**.

A pre-bid meeting will be held on Thursday, March 10, 2026 at 5:00 p.m. at the Concession Office, 127 North Elm St., Jefferson, OH 44047. Bidders may attend to hear project details and scope. Bid documents will be reviewed at this meeting.

Questions must be emailed to Evan Flack, at evanflack624@gmail.com by 12:00 p.m. EST on Monday, March 13, 2026; responses will be issued no less than 2 days prior to the bid deadline.

Each bid must be in strict compliance with all the Instructions to Bidders to be considered for contract award.

Each bid must comply with all Instructions to Bidders and include, per **ORC 153.54**, a bid bond for 100% of the bid amount or a certified check, cashier's check, or irrevocable letter of credit equal to 10% of the bid. Security will be returned upon contract execution or bid rejection.

Bids may be held for up to sixty (60) days after opening. The County reserves the right to reject any or all bids, waive informalities and to disregard all non-conforming, nonresponsive or conditional bids, or to increase or decrease or omit any item or items.

By order of the Board of Commissioners of Ashtabula County, Ohio: Casey Kozlowski, Kathryn Whittington
J. P. Ducro IV.

Lisa Hawkins, Ashtabula County Clerk of the Board

Publish: Gazette Newspapers-3/5/26

PROJECT OVERVIEW/DETAILS

Location: Ashtabula County Fairgrounds, 127 North Elm St., Jefferson, OH 44047

Project: Construction of a pre-engineered metal building and lean-to (already purchased) with 6" concrete floor for agricultural use. Concrete Flatwork is referenced in Exhibit A.

The Ashtabula County Board of Commissioners is accepting sealed bids for the construction of a new pre-engineered metal building (already purchased) with a 6" concrete floor at the Ashtabula County Fairgrounds, to be used for agricultural events and equipment storage. The property is zoned agricultural and is therefore not subject to standard building codes and regulations.

The proposed structure includes:

- A main building footprint of 50 feet by 136 feet
- A 16-foot by 60-foot lean-to located on the southwest corner with a continuous pitch roof
- 16-foot high sidewalls with 1-foot overhangs on both the eaves and gable ends
- Three overhead doors: (2) 16' W x 14' H and (1) 12' W x 12' H
- Four 36" outswing man doors installed
- A total building area 7,760 square feet

The building will be constructed on pier-type footings, designed to be compatible with the pre-engineered building plans included as Exhibit B. The piers and columns on both of the eve sides as well as the eve side of the lean-to need to be 30-inch diameter and the bottom of footing is to be 42" below finished floor elevation. Each pier on the eve side needs to have a 24" diameter cage installed that consist of four (4) #4 24" rounds and six (6) #5 rebar vertical bars tied together with equal spacing. Provided anchor bolts are to be set on each pier. The footing for each gable wall of the building is 18-inch diameter pier type footing that does not require rebar.

Concrete Flatwork includes: 7,760 square feet at 6" thick, 10 mil vapor barrier, 4,000psi 2" wire chairs with w2.9 x 2.9 wire mesh with broom finish.

Unless modified by an approved change order, the contractor will be responsible for any overages. Gutters are not required, but may be included in the bid as an optional item.

Questions must be emailed to Evan Flack, at evanflack624@gmail.com by 12:00 p.m. EST on Monday, March 13, 2026; responses will be issued no less than 2 days prior to the bid deadline.

SCOPE OF WORK

The Contractor shall furnish, at its own cost and expense, all management, labor, tools, forms, equipment, appliances, machinery, transportation, materials and other things necessary, of whatever nature, to perform the Work, and shall perform and complete, within the time limit specified, all of the Work indicated or implied by including the Notice to Bidders, Instructions to Bidders, General & Supplemental Provisions, Standard Specifications, Scope of Work, Plans & Specifications, and Estimated Quantities prepared for this Project, including the removal of surplus or condemned materials, and the thorough cleaning of the site of the Work and structures built.

In no case will any Work, in excess of such requirements, be paid for unless ordered in writing by the County as hereinafter specified.

CATEGORIES:

1. Building Foundation Work and Erection Labor:

Your Bid Price: \$ 72,220.00

Project Cost Estimate: \$100,000.00

2. Overhead Doors:

Your Bid Price: \$ 23,680.00

Project Cost Estimate: \$20,000.00

3. Concrete Flatwork:

Your Bid Price: \$ 59,700.00

Project Cost Estimate: \$60,000.00

TOTAL BID: \$ 155,600.00

Total Cost Estimate: \$180,000.00

Acknowledgment of Addenda (if any):

Addendum No. 1 Date: March 10, 2026

Addendum No. 2 Date: March 12, 2026

Bid Security:

A bid bond, cashier's check, or certified check is included, per the instructions.

Completion Date: The undersigned agrees to complete the work by June 30, 2026.

Bidder Information:

Company Name: GovTrust Partners LLC

Authorized Representative: Moshe Domb, Managing Member

Signature: Moshe Domb 

Date: 03/19/2026

Phone: 216-225-5136 Email: moshe@govtrustpartners.com

Attach:

- Bid Guarantee or Bond
- Bid Form No. 1 (completed costs)
- W-9 form
- Supplemental Bidder Qualifications Forms (if any)
- Vendor Affidavit Forms (signed and notarized)

Exhibit A
Specifications:

	DESCRIPTION:	COST:	
2.0	Building Foundation and Erection Labor for installation		
	<p>Agricultural Foundation for the building will be constructed on pier-type footings, designed to be compatible with the pre-engineered building plans included as Exhibit B. The piers and columns on both of the eve sides as well as the eve side of the lean-too need to be 30-inch diameter and the bottom of footing is to be 42" below finished floor elevation. Each pier on the eve side needs to have a 24" diameter cage installed that consist of four (4) #4 24" rounds and six (6) #5 rebar vertical bars tied together with equal spacing. Provided anchor bolts are to be set on each pier. The footing for each gable wall of the building is 18-inch diameter pier type footing that does not require rebar.</p> <p>There is no required rebar cage on gable ends.</p> <p>To construct the steel building and Lean To in accordance with Building Specifications outlined in Exhibit B</p> <p>Vapor barrier installed under roofing</p>	\$72,220.00	
3.0	Concrete Flatwork		
	7,760 Sq. ft at 6" thick, 10 mil vapor barrier, 4000psi 2" wire chairs with w2.9xw2.9 wire mesh with broom finish	\$59,700.00	
4.0	Overhead Doors- purchase and install		
	2 – 16 W x14 H insulated overhead door with standard radius track installed with chain hoist opener	\$13,320.00	
	1 – 12 Wx12 H insulated overhead door with high rise door track and chain hoist opener	\$5,660.00	
	4 – 36" outswing man doors	\$4700	
	TOTAL:		\$ 155,600.00

EXHIBIT C- SUB-CONTRACTOR LIST (IF APPLICABLE)

Sub-Contractor – Name & Address	Ph. #/Email	Work to be Performed
EB Masonry	440-321-5829	Flatwork
Twin Bros Construction	330-696-7022	Steel Erection and footers
Action Door	866-366-7463	Overhead Doors



PO Box 5077 Sioux Falls SD 57117-5077

1-800-331-6053
Fax 1-605-335-0357
www.cnasurety.com
uwservices@cnasurety.com

DATE: March 13th, 2026

AGENT CODE: 19 16450

ATTENTION: Barry

Number of Pages: 6

RE: Bond 73795316 . GovTrust Partners LLC

Ashtabula County Agricultural Society Fairgrounds Rebid #3
100%

Contract Amount: \$ 180,000.00

Company Code: 0601

Thank you for placing this business with CNA Surety.

Please execute the requested bond(s) by using the documents sent with this fax/email. Sign the bond(s) and attach a gold colored seal from your Western Surety Company kit to each bond issued.

****Please advise us of the bid results as soon as they are available. Please complete and fax/email us the following:

Contract Price: \$ _____

Contract Date: _____

Next two lowest bidders: \$ _____

\$

Was the principal the low bidder? Yes No

Do you need approval for the Performance and Payment bond at this time? Yes No

Please check your supply of gold seals periodically to ensure you have an adequate amount. To reorder gold seals, simply visit cnasurety.com and click on the "Order Supplies Here" icon under the Broker/Agent Services section.

****IMPORTANT NOTICE AND REMINDER:** Approval of the requested Bid Bond is NOT an approval of any final or other bonds that may be requested by this principal. Further, the Bid Bond approval is limited to the contract amount approved by the underwriter. If the anticipated bid exceeds this amount, you must contact the underwriter at 800-331-6053 to inquire about specific approval before filing the bid. Failure to receive approval could result in declination of any subsequent performance and payment bond(s) requested. Furthermore, we reserve the right to decline any bond for any reason per the terms of the General Indemnity Agreement, and shall not be liable to the principal or any person or entity for such declination.

**BID GUARANTY AND
CONTRACT BOND**

Bond No: 73795316

(SECTION 153.571 Ohio Revised Code)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned GovTrust Partners LLC

14398 East Carroll Blvd, University Heights, OH 44118

(Name and Address)

as Principal and _____

WESTERN SURETY COMPANY

(Name of Surety)

_____ as Surety, are hereby held and firmly bound unto the State of Ohio, hereinafter called the Obligee, in the penal sum of the dollar amount of the bid

submitted by the Principal to the Obligee on March 20th, 2026

to undertake the project known as: Ashtabula County Agricultural Society Fairgrounds Rebid #3

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

_____ dollars (\$ _____).

(If the above line is left blank, the penal sum will be the full 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 well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, assigns

THE CONDITION OF THE ABOVE OBLIGATION 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 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 will pay 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; 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 therefor; 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 wise affect the obligations of said Surety on this bond, and it does hereby waive notice of any such modifications, omissions or additions to the terms of the contract or to the work or to the specifications.

SIGNED AND SEALED This 20th day of March, 2026.

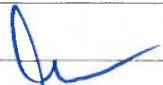
PRINCIPAL:

GovTrust Partners LLC

BY: _____

TITLE: _____

SURETY: WESTERN SURETY COMPANY

BY:  _____
Attorney-in-Fact
JACOB WEALCATCH

SURETY COMPANY ADDRESS:

151 North Franklin, 17th Floor
Street
Chicago, IL 60606
City State Zip

SURETY AGENT'S ADDRESS:

HERMAN E. WEALCATCH, INC.
Agency Name
37 WALKER AVE., SUITE 200
Street
PIKESVILLE, MD 21208
City State Zip
410-653-3053



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 03/12/2025

Effective 04/02/2025

Expires 04/01/2026

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

WESTERN SURETY COMPANY

of South Dakota 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)

Fidelity

Other Liability

Surety



WESTERN SURETY COMPANY certified in its annual statement to this Department as of December 31, 2024 that it has admitted assets in the amount of \$2,175,361,975, liabilities in the amount of \$692,885,257, and surplus of at least \$1,482,476,700.

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



WESTERN SURETY COMPANY
Sioux Falls, South Dakota
Statement of Net Admitted Assets and Liabilities
December 31, 2024

ASSETS

Bonds	\$ 1,977,426,497
Stocks	14,281,828
Cash, cash equivalents, and short-term investments	55,103,010
Investment income due and accrued	17,819,818
Premiums and considerations	84,144,805
Amounts recoverable from reinsurers	(4,320,189)
Net deferred tax asset	18,694,198
Receivable from parent, subsidiaries, and affiliates	11,631,758
Other assets	580,232
Total Assets	\$ 2,175,361,957

LIABILITIES AND SURPLUS

Losses	\$ 264,641,145
Loss adjustment expense	56,935,932
Commissions payable, contingent commissions and other similar charges	13,946,448
Taxes, license and fees (excluding federal and foreign income taxes)	4,432,923
Federal and foreign income taxes payable	711,402
Unearned premiums	339,078,542
Advance premiums	6,415,557
Ceded reinsurance premiums payable (net of ceding commissions)	2,586,994
Amounts withheld or retained by company for account of others	3,710,405
Provision for reinsurance	387,964
Payable to parent, subsidiaries and affiliates	5,975
Other liabilities	31,970
Total Liabilities	\$ 692,885,257

Surplus Account:

Common stock	\$ 4,000,000
Gross paid in and contributed surplus	286,896,195
Unassigned funds	1,191,580,505
Surplus as regards policyholders	\$ 1,482,476,700
Total Liabilities and Capital	\$ 2,175,361,957

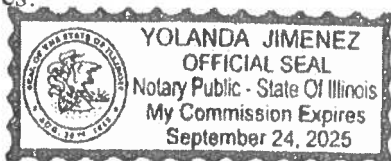
I, Julie Lee, Vice President of Western Surety Company hereby certify that the above is an accurate representation of the financial statement of the Company dated December 31, 2024, as filed with the various Insurance Departments and is a true and correct statement of the condition of Western Surety Company as of that date.

WESTERN SURETY COMPANY

By Julie Lee
Vice President, Accounting Policy & External Reporting

Subscribed and sworn to me this 13th day of March, 2025.

My commission expires:



By Yolanda Jimenez
Notary Public

Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 73795316

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint JACOB WEALCATCH

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: GovTrust Partners LLC

Obligee: ASHTABULA COUNTY

Amount: \$1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

If Bond No. 73795316 is not issued on or before midnight of June 20th, 2026, all authority conferred in this Power of Attorney shall expire and terminate.

In Witness Whereof, Western Surety Company has caused these presents to be signed by Assistant Vice President, Jay W. Holtz, and its corporate seal to be affixed this 20th day of March, 2026.

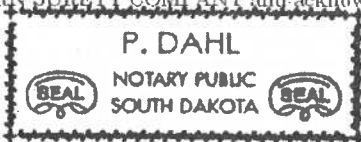


WESTERN SURETY COMPANY

Jay W. Holtz

Jay W. Holtz,
Assistant Vice President

On this 20th day of March, in the year 2026, before me, a notary public, personally appeared Jay W. Holtz, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



P. Dahl

Notary Public - South Dakota

My Commission Expires June 18, 2031

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 20th day of March, 2026.

WESTERN SURETY COMPANY

Jay W. Holtz

Jay W. Holtz, Assistant Vice President

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.

Request for Taxpayer Identification Number and Certification

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

**Give form to the
 requester. Do not
 send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See <i>Specific Instructions</i> on page 3.	<p>1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) GovTrust Partners LLC</p> <p>2 Business name/disregarded entity name, if different from above.</p>		
	<p>3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input checked="" type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ P</p> <p>Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) _____</p>		<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____</p> <p style="text-align: right;"><i>(Applies to accounts maintained outside the United States.)</i></p>
	<p>3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions. <input type="checkbox"/></p>		
	<p>5 Address (number, street, and apt. or suite no.). See instructions. 14398 East Carroll Blvd.</p> <p>6 City, state, and ZIP code University HEights OH 44118</p>	<p>7 List account number(s) here (optional)</p> <p>Requester's name and address (optional)</p>	

Part I Taxpayer Identification Number (TIN)

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

Social security number									
or									
Employer identification number									
3	3	-	3	6	2	0	2	7	5

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

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person	Date 7/16/2025
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General Instructions

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

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

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

BID FORMS

VENDOR AFFIDAVIT FORM- to be completed and included with sealed bid

PROJECT NAME: Ashtabula County Fairgrounds- Re-Bid for New Building, #3

NON-DELINQUENCY OF PERSONAL PROPERTY TAXES- per 5719.042:

The undersigned, being duly sworn, if a contract is awarded you, states that we (the Vendor) are not charged at the time the bid was submitted with delinquent personal property taxes on the general tax list of personal property of any county in which you as a taxing district have territory and that we were not charged with delinquent property taxes on any such tax list. Nor do I have any debt owed to the State of Ohio.

NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY:

That we do not and shall not discriminate against any employee or applicant for employment because of race, religion, color, or national origin. If awarded the bid and/or contract under this bid, said party shall take affirmative action to ensure that applicants are employed and that employees are treated, during employment, without regard to their race, religion, color, sex, or national origin. If successful as the lowest and best bidder under the foregoing bid this party shall post non-discrimination notices in conspicuous places available to employees and applicants for employment setting forth the provisions of this affidavit. Furthermore, said party agrees to abide by the assurances found in ORC 153.59 in contract provisions with the County if selected as the successful bidder by the County.

NON-COLLUSION:

That I have not colluded, conspired, connived, or agreed, directly or indirectly, with any other bidder or person, to submit a sham bid, or refrain from bidding; have 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, to fix any overhead, profit or cost element of said bid price, or of that of any other bidder; to secure advantages against the County or any person or persons interested in the proposed contract; that all statements contained in said bid are true, and that, such bidder has not, directly or indirectly submitted this bid, or the contents thereof, or divulged information or data relative thereto to any other potential information or date relative thereto to any other potential bidder. Further, Affiant affirms that no county employee has any financial interest in this company or the bid being submitted.

UNRESOLVED FINDINGS OF RECOVERY W/AUDITOR OF STATE ORC 9.24 & 9.241

CHECK & COMPLETE ONLY ONE

has no unresolved findings of recovery with the State of Ohio Auditor, as defined by ORC 9.24 & 9.241;

has the following unresolved findings of recovery with the State of Ohio Auditor, as defined by ORC 9.24 & 9.241:

AFFIDAVIT IN COMPLIANCE WITH ORC 3517.13 OF THE OHIO REVISED CODE

For a contract to be let by the Ashtabula County Commissioners, who, being duly cautioned and sworn, makes the following statement with respect to prohibit activities constituting a conflict of interest or other violations under ORC 3517.13, and further states that the undersigned has the authority to make the following representation on behalf of himself or herself or of the business entity:

1. That none of the following has **individually** made since April 4, 2007 and that, if awarded a contract for the purchase of goods or services with a cost aggregating more than \$10,000 in a calendar year, none of the following **individually** will make, beginning on the date the contract is awarded and extending until one year following the conclusion of the contract, as an individual, one or more campaign contributions totaling in excess of \$1,000, to the Ashtabula County Commissioners or their individual campaign committees:
 - a. myself;
 - b. any partner or owner or shareholder of the partnership (if applicable);
 - c. any County of more than 20% of the corporation or business trust (if applicable);
 - d. each spouse of any person identified in (a) through (c) of this section;
 - e. each child seven years of age to seventeen years of age of any person identified in division (a) through (c) of this section (only applicable to contributions made on or after January 1, 2007).

2. That none of the following have **collectively** made since April 4, 2007 and that, if awarded a contract for the purchase of goods or services with a cost aggregating more than \$10,000 in a calendar year, none of the following **collectively** will make, beginning on the date the contract is awarded and extending until one year following the conclusion of the contract, one or more campaign contributions totaling in excess of \$2,000, to the Ashtabula County Commissioners or their individual campaign committees:
 - a. myself;
 - b. any partner or County or shareholder of the partnership (if applicable);
 - c. any County of more than 20% of the corporation or business trust (if applicable);
 - d. each spouse of any person identified in (a) through (c) of this section;
 - e. each child seven years of age to seventeen years of age of any person identified in division (a) through (c) of this section.

That we do hereby affirm the above statements to be true and in consideration of the award of the aforementioned contract, the above statements are incorporated in said contract as a covenant of the undersigned.

GovTrust Partners LLC

33-3620275

Company Name

Moshe Domb



Company Tax I.D. Number

Moshe Domb, Managing Member

Bidder/Vendor Signature

Print Name & Title

Sworn to before me and subscribed in my presence this 20 day of March, 2026.

ESJ

Notary Public Signature

March 21, 2029

Date Commission Expires



ESTHER UDMAN
Notary Public
State of Ohio
My Comm. Expires
March 21, 2029



STATEMENT OF QUALIFICATIONS

Project: Ashtabula County Fairgrounds – New Building Project (Re-Bid #3)

Owner: Ashtabula County Board of Commissioners

Bidder: GovTrust Partners LLC

14398 East Carroll Blvd., University Heights, Ohio 44118

Moshe Domb, Managing Member

moshe@govtrustpartners.com | 216-225-5136

FIRM OVERVIEW

GovTrust Partners LLC is an Ohio-based general contractor focused on public-sector construction, structural work, and multi-trade project coordination. The firm has hands-on experience managing foundation systems, structural components, and coordinated field execution across public-sector projects.

RELEVANT PROJECT EXPERIENCE

- **Geauga County Safety Center – Visitation Room Alterations**

Structural CMU wall installation within an active detention facility, including reinforcement, inspections, and coordination with county stakeholders.

Relevance: Structural work, public agency coordination, compliance-driven execution

- **City of North Olmsted – Old Town Hall Rehabilitation (In Progress)**

Municipal building rehabilitation involving structural modifications, masonry work, and coordination with engineers and inspectors.

Relevance: Public-sector construction, structural coordination, active project execution

- **64-Unit Conversion – Lakewood, Ohio (~\$1.2M)**

Full building conversion requiring multi-trade coordination, scheduling, and inspection management.

Relevance: Large-scale coordination, trade sequencing, project delivery

CORE CAPABILITIES

- Foundation systems, pier construction, and layout coordination
- Concrete flatwork and slab-on-grade construction
- Steel building coordination and erection oversight
- Multi-trade coordination and scheduling
- Public-sector compliance, documentation, and inspections

PROJECT CONTROLS AND COMPLIANCE

GovTrust maintains structured systems aligned with public contracting requirements, including:

- Certified payroll and prevailing wage compliance
- Schedule of Values and payment applications
- Submittals, RFIs, and change order tracking
- Coordination with inspectors and governing agencies

COMMITMENT

GovTrust Partners is prepared to mobilize immediately upon award and coordinate all required trades to deliver the project on schedule, safely, and in full compliance with contract requirements.

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 2026, 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 the following funds: 2003-300-705-820, ARPA Projects Jefferson Fair board

In the amount of \$155,600.00 for year 2026 and free from any previous encumbrances.

Agreement Title: Agreement with GovTrust Partners LLC for the Ashtabula County Agricultural Society project.



Scott Yamamoto, Ashtabula County Auditor

Contact: Lisa Hawkins, Clerk

Date: April 14, 2026

AGREEMENT

This AGREEMENT, made this 14th day of Apr. 1, 2026 (the "Effective Date") between the Ashtabula County Board of Commissioners ("County") and GovTrust Partners LLC (the "Contractor"), with offices at 14398 East Carroll Blvd., University Hts., OH 44118, and Ashtabula County, 25 W. Jefferson St., 2nd Floor, Old Courthouse, Jefferson, OH 44047 (the "County") for the construction of a new building on behalf of the Ashtabula County Agricultural Society located at the Ashtabula County Fairgrounds.

WITNESSETH: That the parties hereto, for and in consideration of Covenants and Agreement to be performed by each as hereinafter set forth, do hereby agree as follows:

ARTICLE I THE WORK

The Contractor shall furnish all the labor, services, materials, plant, equipment, tools, scaffolds, appliances, transportation, and all other things (collectively called the "Work") necessary for the timely and proper completion of the Work described [in the Contract Documents for the Project as set forth] in Exhibit A [and/or in the bid dated February 25, 2026 (the "Bid Documents") which incorporated by reference as if fully set forth herein]. In the event of inconsistencies within or between the [Contract/Bid] Documents, the Contractor shall provide the better quality or greater quantity of Work and shall comply with the more-strict requirement.

ARTICLE II TERM

The term of this Agreement shall commence on the Effective Date and continue through June 30, 2026 (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 paid according to Exhibit B (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, if applicable. 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 invoice(s) to the County for work performed. The County shall pay the Contractor for the performance of the work as set forth in the attached Bid Documents within thirty (30) days of receipt of a full and accurate invoice. 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/Bid] Documents or applicable as a matter of law and not in limitation of the terms of the [Contract/Bid] Documents, the Contractor warrants and guarantees that:

- The County will have good title to the Work and all materials and equipment incorporated into the work will be new;
- The Work and all materials and equipment incorporated into the Work will be free from all defects, including any defects in workmanship or materials;
- The Work and all equipment incorporated into the Work will be fit for the purpose for which intended;
- The Work and all materials and equipment incorporated into the Work will be merchantable; and,

- The Work and all materials and equipment incorporated into the Work will conform in all respects to the Plans and Specifications.

Upon notice of the breach of any of the warranties or guarantees under the Bid Documents, the Contractor, in addition to any other requirements in the Bid Documents, shall commence to correct such breach and all damage resulting therefrom within forty-eight (48) hours after written notice thereof, thereafter shall use its best efforts to correct such breach and damage to the satisfaction of the County and, except when an extension of time is granted in writing by the County, correct such breach and damage to the satisfaction of the County within thirty (30) days of such notice; provided that if such notice is given after final payment hereunder, such 48-hour period shall be extended to seven (7) days. If the Contractor fails to commence to correct such breach and damage, or to correct such breach and damage as provided above, the County, upon written notice to the Contractor and without prejudice to any of its other rights or remedies, may correct the deficiencies. The Contractor upon written notice from the County shall pay the County, within ten (10) days after the date of such notice, all of the County's costs and expenses incurred in connection with or related to such correction and/or breach, including without limitation the County's administrative, legal, and consulting expenses. The foregoing warranties and obligations of the Contractor shall survive the final payment and/or termination of this Agreement. If the Contractor fails to pay the County any amounts due under this Section, the Contractor shall pay the County, in addition to the amounts due, a late payment fee of one and one-half percent (1.5%) per month for each month or part thereof that the payments are not paid when due.

ARTICLE VII INSURANCE AND INDEMNIFICATION

7.1 The Contractor shall maintain insurance as set forth in Exhibit [C].

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

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

ARTICLE VIII SUSPENSION AND TERMINATION

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE IX DISPUTE RESOLUTION

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

senior management of Parties have had at least an additional fifteen (15) Business Days to resolve the Dispute following referral of the Dispute to them.

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

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

ARTICLE X MISCELLANEOUS

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

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

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

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

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

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

sent by facsimile transmission, or be given by registered or certified mail, return receipt requested, postage prepaid, and, in the case of the County, addressed to the address/FAX number set forth at the beginning of this Agreement marked "Urgent, deliver to Service Director," 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.

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

- (a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, 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 contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (c) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (d) The contractor 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' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(f) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g) In the event of the contractor's noncompliance with the nondiscrimination clauses 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 contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor 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 noncompliance:

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 contractor may request the United States to enter into such litigation to protect the interests of the United States.

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.

Ashtabula County Board of Commissioners:

By:  _____

Date: 4/14/2026

Its: Board President

GouTrust Partners LLC
Contractor

By: MOSHE DOMB _____

Date: 4/10/26

Its: Managing Member

**EXHIBIT A
SCOPE OF WORK**

Attached and included by reference on page 3 and 4 of the Bid submittal.

Timeline: begins upon signing with Project Completion Date of June 30, 2026.

NOTICE TO BIDDERS

Sealed bids will be received by the Board of County Commissioners for Ashtabula County, Ohio ("COUNTY") c/o Lisa Hawkins, Clerk, 2nd Floor, Old Courthouse, 25 West Jefferson St., Jefferson, Ohio 44047; until 3:00 p.m. EST on March 20, 2026, and publicly opened thereafter in the Commissioners' Conference Room at the above address for:

Ashtabula County Agricultural Society (Fairgrounds) -Re-Bid for New Building Project, #3

(an ARPA funded project)

located at 127 North Elm St., Jefferson, OH 44047

Project Opinion of Probable Cost: \$180,000.00

The project includes all labor and materials to construct a new metal building, including foundation, concrete flatwork, erection, and overhead doors. Electrical, site work, and utilities will be performed separately. Work must be completed by **June 30, 2026**.

Bid documents and specifications are available for download online at www.ashtabulacounty.us/bids under "**Fairgrounds- Re-Bid for New Building Project #3**" or directly from the Commissioner's office by contacting Lisa Hawkins, Clerk.

No electronic submissions will be accepted. Fully completed Bid Forms must be sealed, enclosed and addressed to the Board of Ashtabula County Commissioners, Attn: Lisa Hawkins, Clerk, at the above address, and clearly marked "**Ashtabula County Fairgrounds Re-Bid for New Building Project #3**"

Bidders may submit bids for one or more project categories. All work must conform to the Building Package already purchased, in accordance with the Building Package specifications attached as **Exhibit B**.

A pre-bid meeting will be held on Thursday, March 10, 2026 at 5:00 p.m. at the Concession Office, 127 North Elm St., Jefferson, OH 44047. Bidders may attend to hear project details and scope. Bid documents will be reviewed at this meeting.

Questions must be emailed to Evan Flack, at evanflack624@gmail.com by 12:00 p.m. EST on Monday, March 13, 2026; responses will be issued no less than 2 days prior to the bid deadline.

Each bid must be in strict compliance with all the Instructions to Bidders to be considered for contract award.

Each bid must comply with all Instructions to Bidders and include, per **ORC 153.54**, a bid bond for 100% of the bid amount or a certified check, cashier's check, or irrevocable letter of credit equal to 10% of the bid. Security will be returned upon contract execution or bid rejection.

Bids may be held for up to sixty (60) days after opening. The County reserves the right to reject any or all bids, waive informalities and to disregard all non-conforming, nonresponsive or conditional bids, or to increase or decrease or omit any item or items.

By order of the Board of Commissioners of Ashtabula County, Ohio: Casey Kozlowski, Kathryn Whittington
J. P. Ducro IV.

Lisa Hawkins, Ashtabula County Clerk of the Board

Publish: Gazette Newspapers-3/5/26

PROJECT OVERVIEW/DETAILS

Location: Ashtabula County Fairgrounds, 127 North Elm St., Jefferson, OH 44047

Project: Construction of a pre-engineered metal building and lean-to (already purchased) with 6" concrete floor for agricultural use. Concrete Flatwork is referenced in Exhibit A.

The Ashtabula County Board of Commissioners is accepting sealed bids for the construction of a new pre-engineered metal building (already purchased) with a 6" concrete floor at the Ashtabula County Fairgrounds, to be used for agricultural events and equipment storage. The property is zoned agricultural and is therefore not subject to standard building codes and regulations.

The proposed structure includes:

- A main building footprint of 50 feet by 136 feet
- A 16-foot by 60-foot lean-to located on the southwest corner with a continuous pitch roof
- 16-foot high sidewalls with 1-foot overhangs on both the eaves and gable ends
- Three overhead doors: (2) 16' W x 14' H and (1) 12' W x 12' H
- Four 36" outswing man doors installed
- A total building area 7,760 square feet

The building will be constructed on pier-type footings, designed to be compatible with the pre-engineered building plans included as Exhibit B. The piers and columns on both of the eve sides as well as the eve side of the lean-too need to be 30-inch diameter and the bottom of footing is to be 42" below finished floor elevation. Each pier on the eve side needs to have a 24" diameter cage installed that consist of four (4) #4 24" rounds and six (6) #5 rebar vertical bars tied together with equal spacing. Provided anchor bolts are to be set on each pier. The footing for each gable wall of the building is 18-inch diameter pier type footing that does not require rebar.

Concrete Flatwork includes: 7,760 square feet at 6" thick, 10 mil vapor barrier, 4,000psi 2" wire chairs with w2.9 x 2.9 wire mesh with broom finish.

Unless modified by an approved change order, the contractor will be responsible for any overages. Gutters are not required, but may be included in the bid as an optional item.

Questions must be emailed to Evan Flack, at evanflack624@gmail.com by 12:00 p.m. EST on Monday, March 13, 2026; responses will be issued no less than 2 days prior to the bid deadline.

SCOPE OF WORK

The Contractor shall furnish, at its own cost and expense, all management, labor, tools, forms, equipment, appliances, machinery, transportation, materials and other things necessary, of whatever nature, to perform the Work, and shall perform and complete, within the time limit specified, all of the Work indicated or implied by including the Notice to Bidders, Instructions to Bidders, General & Supplemental Provisions, Standard Specifications, Scope of Work, Plans & Specifications, and Estimated Quantities prepared for this Project, including the removal of surplus or condemned materials, and the thorough cleaning of the site of the Work and structures built.

In no case will any Work, in excess of such requirements, be paid for unless ordered in writing by the County as hereinafter specified.

**EXHIBIT B
FEES**

Attached and included by reference on pages 6 and 7 of the Bid submittal.

CATEGORIES:

1. Building Foundation Work and Erection Labor:

Your Bid Price: \$ 72,220.00

Project Cost Estimate: \$100,000.00

2. Overhead Doors:

Your Bid Price: \$ 23,680.00

Project Cost Estimate: \$20,000.00

3. Concrete Flatwork:

Your Bid Price: \$ 59,700.00

Project Cost Estimate: \$60,000.00

TOTAL BID: \$ 155,600.00

Total Cost Estimate: \$180,000.00

Acknowledgment of Addenda (if any):

Addendum No. 1 Date: March 10, 2026

Addendum No. 2 Date: March 12, 2026

Bid Security:


A bid bond, cashier's check, or certified check is included, per the instructions.

Completion Date: The undersigned agrees to complete the work by June 30, 2026.

Bidder Information:

Company Name: GovTrust Partners LLC

Authorized Representative: Moshe Domb, Managing Member

Signature: Moshe Domb  Verified by pdfFill

Date: 03/19/2026

Phone: 216-225-5136 Email: moshe@govtrustpartners.com

- Attach:**
- Bid Guarantee or Bond
 - Bid Form No. 1 (completed costs)
 - W-9 form
 - Supplemental Bidder Qualifications Forms (if any)
 - Vendor Affidavit Forms (signed and notarized)

Exhibit A
Specifications:

	<u>DESCRIPTION:</u>	<u>COST:</u>	
2.0	Building Foundation and Erection Labor for installation		
	<p>Agricultural Foundation for the building will be constructed on pier-type footings, designed to be compatible with the pre-engineered building plans included as Exhibit B. The piers and columns on both of the eve sides as well as the eve side of the lean-too need to be 30-inch diameter and the bottom of footing is to be 42" below finished floor elevation. Each pier on the eve side needs to have a 24" diameter cage installed that consist of four (4) #4 24" rounds and six (6) #5 rebar vertical bars tied together with equal spacing. Provided anchor bolts are to be set on each pier. The footing for each gable wall of the building is 18-inch diameter pier type footing that does not require rebar.</p> <p>There is no required rebar cage on gable ends.</p> <p>To construct the steel building and Lean To in accordance with Building Specifications outlined in Exhibit B</p> <p>Vapor barrier installed under roofing</p>	\$72,220.00	
3.0	Concrete Flatwork		
	7,760 Sq. ft at 6" thick, 10 mil vapor barrier, 4000psi 2" wire chairs with w2.9xw2.9 wire mesh with broom finish	\$59,700.00	
4.0	Overhead Doors- purchase and install		
	2 - 16 W x14 H insulated overhead door with standard radius track installed with chain hoist opener	\$13,320.00	
	1 - 12 Wx12 H insulated overhead door with high rise door track and chain hoist opener	\$5,660.00	
	4 - 36" outswing man doors	\$4700	
	<u>TOTAL:</u>		\$ 155,600.00

EXHIBIT C- SUB-CONTRACTOR LIST (IF APPLICABLE)

Sub-Contractor – Name & Address	Ph. #/Email	Work to be Performed
EB Masonry	440-321-5829	Flatwork
Twin Bros Construction	330-696-7022	Steel Erection and footers
Action Door	866-366-7463	Overhead Doors

EXHIBIT C
INSURANCE REQUIREMENTS

- **General Liability Coverage.** Contractor shall maintain commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence.
(Higher limits should be required if warranted by the nature of the agreement.)

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

- **Automobile Liability Coverage.** Contractor shall maintain automobile liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall include coverage for owned, hired and non-owned automobiles.
- **Workers' Compensation.** Contractor shall maintain workers' compensation coverage as required by Ohio law.
(Never agree to provide workers' comp coverage for independent contractors.)
- **Proof of Insurance.** Prior to the commencement of any work under this Agreement, Contractor shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without 30 days prior written notice to the County. Contractor will replace certificates for any insurance expiring prior to completion of work under this Agreement.

EXHIBIT C

ASHTABULA COUNTY ADDENDUM FOR CONTRACTS PAID FOR WITH ARPA FUNDS

This Addendum is hereby incorporated into the Agreement (the "Agreement") between Ashtabula County (the "County") GovTrust Partners LLC (the "Contractor" or "Vendor") dated APR 14, 2020. Whereas funds from the Coronavirus Local Fiscal Recovery Fund under the American Rescue Plan Act ("ARPA") may be used pursuant to this Agreement, the parties agree to the additional terms and conditions as set forth below. In the case of any conflict or ambiguity between the terms of this Addendum and the terms in the Agreement, the terms of this Addendum shall take precedence.

A. ADDITIONAL CONTRACT PROVISION FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

Contractor certifies the following:

- (A) Contracts for more than the simplified acquisition threshold, currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- (B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60- 1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

- (D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- (E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- (F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the

recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

- (G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended-Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- (H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- (I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Record Retention Requirements (2 CFR § 200.334)

Vendors certify that during the term of the Agreement, Vendors will comply with the record retention requirements detailed in 2 CFR § 200.334. The Vendors further certify that all records will be retained as required by 2 CFR § 200.334 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Domestic Preferences for Procurements (2 CFR § 200.322)

As appropriate and to the extent consistent with law, Vendors will, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

Recovered Materials (2 CPR§ 200.323)

Vendor agrees to the extent practical it complies with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

Access to Records (2 CPR§ 200.337)

Vendor agree that duly authorized representatives of the federal awarding agency shall have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendors' discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendors' personnel for the purpose of interview and discussion relating to such documents.

Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (2 CFR § 200.216)

Neither Vendor nor its subcontractors shall provide or install equipment, services, or systems that uses "covered telecommunications equipment or services" as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, "covered telecommunications equipment" is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); telecommunications or video surveillance services provided by such entities or using such equipment; or telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Agreed upon and accepted by:

Ashtabula County, Ohio:

By: 

Date: 4/14/2026

Its: Board President

GovTrust Partners LLC

Contractor

By: MOSIE Domb

Date: 7/10/26

Its: Managing Member

NOTICE OF AWARD

Date: April 7, 2026

TO: GovTrust Partners, LLC

PROJECT: Ashtabula County Agricultural Society (Fairgrounds)- Re-Bid #3for New Building Project, ARPA funded project

You are notified that your Bid which was opened on March 20, 2026, has been accepted in the amount of \$155,600.00 at the bid price reflected in the bid tabulation contained herein. The bid award date is April 7, 2026.

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

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

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

ACKNOWLEDGMENT OF AWARD

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

GovTrust Partners LLC
14398 East Carroll Blvd.
University Hts., OH 44118



Casey Kozlowski, President



Owner

4/7/2026

Date

4/10/26

Date

NOTICE TO PROCEED

PROJECT: Ashtabula County Agricultural Society (Fairgrounds)- Re-Bid #3for New Building Project, ARPA funded project

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

TO: GovTrust Partners LLC
14398 East Carroll Blvd.
University Hts., OH 44118

DATE: April 7, 2026

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

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



Casey Kozłowski, President