

RESOLUTION APPROVING CONTRACT WITH KONE, INC. FOR ELEVATOR MAINTENANCE SERVICE AT THE COURTHOUSE COMPLEX, KINSMAN BUILDING AND THE SOIL AND WATER BUILDING

WHEREAS, On May 3, 2022, by Resolution No. 2022-230, the Board of Commissioners re-ordered publication and bids for the Ashtabula County Elevator Maintenance Service at the Ashtabula County Courthouse Complex, the Kinsman Building and the Soil and Water Building; and

WHEREAS, on May 19, 2022 at 2:00 p.m., the Board of Commissioners received bids and on May 24, 2022 the bid was awarded to Kone, Inc. as the lowest and best bid received for Elevator Maintenance Service at the Ashtabula County Courthouse Complex, the Kinsman Building and the Soil and Water Building

WHEREAS, the contract has now been presented for the approval of the Board, to-wit:

Provider: Kone, Inc., 6670 W. Snowville Rd., Brecksville, OH 44141

Scope: To provide all materials, supplies, equipment, labor, and supervision necessary, and perform, as an independent contractor, the following described work as set forth in the Request for Bids for an Elevator Service Contract Bid #2 dated May 3, 2022 and in the attached contract.

Cost: Not to Exceed, \$62,494.00

Term: Effective from 6/1/2022 to 5/31/2027

WHEREAS, this Board of Commissioners finds this contract to be reasonable and necessary; now

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

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

**ASHTABULA COUNTY COMMISSIONERS
CERTIFICATION PAGE**

Resolution No. 2022-280

June 07, 2022

**RESOLUTION APPROVING CONTRACT WITH KONE, INC. FOR ELEVATOR
MAINTENANCE SERVICE AT THE COURTHOUSE COMPLEX, KINSMAN BUILDING
AND THE SOIL AND WATER BUILDING**

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

VOTE:

J.P. Ducro IV

Casey R. Kozlowski

Kathryn L. Whittington

Aye

Aye

Absent

CERTIFICATE OF CLERK

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



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

AGREEMENT

This AGREEMENT, made this 1st day of June, 2022 between

KONE Inc. (THE CONTRACTOR),

with offices at 6670 W Snowville Rd. Suite #7 Brecksville, OH 44141

and Ashtabula County, 25 W. Jefferson St., 2nd Floor, Old Courthouse, Jefferson, OH 44047 (THE COUNTY) for

Bid Elevator Maintenance in Ashtabula County.

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

THE CONTRACTOR agrees to provide all materials, supplies, equipment, labor, and supervision necessary, and perform, as an independent contractor, the following described work as set forth in the Request for Bids for an Elevator Service Contract Bid #2 dated May 3, 2022 (the "Bid Documents") and further described in attached "Exhibit A" which are incorporated as if fully set forth herein.

1. Contract term (if applicable) from (Beginning Date) June 1, 2022 to (Ending Date) May 31, 2027.
2. THE CONTRACTOR will work during hours mutually agreeable and acceptable to both THE COUNTY and THE CONTRACTOR.
3. THE CONTRACTOR shall submit invoice(s) to THE COUNTY for work performed.
4. THE COUNTY shall pay THE CONTRACTOR for the performance of the work as set forth in the attached Bid Documents. Specifications pertaining to this agreement will be strictly enforced.
5. Additional charges MUST be approved by the Board of County Commissioners in writing and will be based on additional time spent to complete the Work.
6. There will be no charge for extra work of an occasional, incidental, or reasonable emergency nature arising in the normal course of business conducted on the premises.
7. THE CONTRACTOR will supervise and direct the work; however, THE COUNTY will, at all times, have access to the work.

8. THE COUNTY reserves the right to make, at any time during the progress of the work, such alterations in details of work as may be deemed necessary or desirable. Such alterations shall not invalidate the contract, and THE CONTRACTOR agrees to perform the work as altered, the same as if it had been part of the original contract. In the event of an alteration THE CONTRACTOR and THE COUNTY shall renegotiate the contract price to reflect the costs of the work so altered.
9. THE CONTRACTOR shall make adequate provisions to ensure the security and safety of THE CONTRACTOR'S employees, equipment and supplies and shall comply with all OSHA regulations.
10. THE CONTRACTOR guarantees to pay all payroll taxes, workers' compensation insurance and any or all other taxes that may be levied against payroll by local, State or Federal agencies. THE CONTRACTOR shall furnish liability and property damage insurance in the amount specified in the Bid Documents if applicable. In the absence of a Bid Document, the Contractor shall furnish personal liability, property damage and theft insurance certificates in the amount of \$500,000.00 with 1,000,000.00 umbrella policy, and a workers' compensation certificate, as applicable. The CONTRACTOR shall carefully screen and perform reference checks on all personnel associated with this agreement in a satisfactory manner. In the event the Federal minimum wage law is increased, the contract will be increased correspondingly.
11. To the fullest extent permitted by law THE CONTRACTOR shall indemnify and hold harmless THE COUNTY and THE COUNTY'S agents and employees from and against any claims, damages, losses and expenses, including by not limited to attorneys fees, arising out of or resulting from performance of the Work.
12. THE CONTRACTOR shall not permit liens or encumbrances to be filed against THE COUNTY property by reason of CONTRACTOR'S failure to pay for services performed or materials furnished hereunder. THE CONTRACTOR shall not assign this contract or any interest therein or any monies due or to become due thereunder voluntarily, involuntarily or by operation of law. Nor shall THE CONTRACTOR subcontract any of its duties hereunder without THE COUNTY'S prior written consent.
13. In the event THE COUNTY provides its written consent to a Subcontractor, THE CONTRACTOR shall indemnify and save THE COUNTY and THE COUNTY'S agents and employees harmless from all claims growing out of the lawful demands of Subcontractor's laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the work. THE CONTRACTOR shall, at THE COUNTY'S request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If THE CONTRACTOR fails to do so THE COUNTY may, after having notified THE CONTRACTOR, either pay unpaid bills or withhold from THE CONTRACTOR'S unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to THE CONTRACTOR shall be resumed, in accordance with the terms

of this Agreement, but in no event shall the provisions of this sentence be construed to impose any obligations upon THE COUNTY to either THE CONTRACTOR, his Surety, if applicable, or any third party. In paying any unpaid bills of THE CONTRACTOR, any payment so made by THE COUNTY shall be considered as a payment made under the Agreement by THE COUNTY to THE CONTRACTOR and THE COUNTY shall not be liable to THE CONTRACTOR for any such payments in good faith.

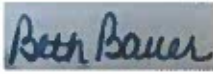
14. CONTRACTOR is responsible for all property damage caused by his employees. Said repair or replacement shall be accomplished within ten calendar days of notification. The Sheriff's Office will investigate all accidents and shall make a report.
15. THE CONTRACTOR will not discriminate on account of race, sex, color, religion or national origin in the selection and retention of any employee, or in the procurement of materials and equipment.
16. THE CONTRACTOR shall guarantee all materials and equipment furnished and work performed for a period of one year from the date of completion. THE CONTRACTOR warrants and guarantees for a period of one year from the date of completion of the improvement, that it is free from all defects due to faulty materials or workmanship, and THE CONTRACTOR shall promptly make corrections as may be necessary by reason of such defects. THE COUNTY will give notice of observed defects with reasonable promptness. In the event that THE CONTRACTOR should fail to make repairs, adjustments, or other work, which may be made necessary by such defects, THE COUNTY may do so and charge THE CONTRACTOR the cost thereby incurred. If applicable, THE CONTRACT BOND SHALL REMAIN IN FULL FORCE AND EFFECT THROUGH THE GUARANTEE PERIOD.
17. When the work is completed, the site shall be cleaned of all rubbish and debris caused by the construction and/or demolition. All temporary structures, surplus materials, and equipment shall be removed and the project left in a neat and presentable condition.
18. After ten (10) days from delivery of a Written Notice to THE CONTRACTOR, THE COUNTY may, without cause and without prejudice to any other right or remedy, elect to terminate this agreement. In such case, THE CONTRACTOR shall be paid for all work executed and any expense sustained, unless such termination was due to the act or conduct of THE CONTRACTOR.
19. This Agreement shall constitute the entire agreement between the parties and any prior understanding, agreement, or representation of any kind preceding the date of this agreement shall not be binding upon either party except to the extent incorporated into this Agreement. In the event of any conflict or ambiguity between the terms of this Agreement, the Bid Documents, or Exhibit A, THE CONTRACTOR provide the better quality or greater quantity of services or comply with the more stringent requirement.
20. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

21. The Agreement shall for all purposes be construed and enforced under and in accordance with the Laws of the State of Ohio and shall have been deemed to have been executed in Ashtabula County, Ohio. Further, the parties agree to submit to the jurisdiction of, and agree that the venue is proper in the Ashtabula County Common Pleas Court, Ashtabula County, Ohio.

In Witness Whereof, the parties hereto have executed this Agreement, in duplicate, as of the _____ day of _____ 20____.


Jay Dietz, SVP

CONTRACTOR'S SIGNATURE


WITNESS Oppy: 12175852

KONE Inc.

PRINT CONTRACTOR'S NAME

6/6/2022
DATE SIGNED



ASHTABULA COUNTY COMMISSIONER

6-7-22
DATE



RIDER
Ashtabula County

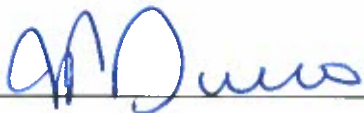
The parties hereby agree to be bound to the terms contained in the Agreement between KONE Inc. ("Contractor") and Ashtabula County ("Owner") together with the terms contained in this Rider (the "Agreement"). However, in the event of conflict between terms contained in the Agreement and this Rider, the terms in this Rider shall supersede and prevail.

- 1. In no event shall either party be liable to the other party for any consequential, special, punitive, exemplary, incidental, or indirect damages (including, but not limited to, loss of profits or revenue, loss of goodwill, loss of use, increase in financing costs) that arise out of or relate to the Agreement.

ACCEPTED:

Ashtabula County

KONE Inc.

BY: 

BY: 

NAME/TITLE: J.P. Durain/President

NAME/TITLE: Jay Dietz, Senior Vice President

DATE: 6/7/22

DATE:

Oppy: 12175852

BID FORM – ELEVATOR MAINTENANCE

COMPETITIVE BIDDING COMPLIANCE:

The signer of this Bid declares that the only persons, company or parties interested in his proposal as principals are responding that he has carefully examined the Invitation to Bid and bid Specifications, that he/she representative has made such investigation as is necessary to determine the character and extent of the subject contract, and he/she proposes and agrees that if this proposal is accepted he/she will contract with the Board of County Commissioners, Ashtabula County, Jefferson, Ohio, to furnish and deliver all the equipment and the services specified in the Bid, within the time specified and according to the requirements of the Board of Commissioners, Ashtabula County, as therein set forth for the prices set forth on this bid.

COMPANY: KONE, Inc. _____

ADDRESS: 6670 W Snowville Rd Suite #7 Brecksville, OH 44141 _____

REPRESENTATIVE NAME: Zack Case EMAIL ADDRESS: zack.case@kone.com _____

TELEPHONE NUMBER: 440-340-8969 FAX: (440) 546-1106

SIGNATURE:  DATE: 5/13/22

Location	No. of Elevators	Equipment Description	First Year Bid 6/1/22- 5/31/23
Justice Center-Kitchen Freight	1	Dover Oildraulic Passenger Elevator	\$ 1,740.00
Justice Center – Jail	1	Dover Oildraulic Passenger Elevator	\$ 1,740.00
Justice Center – Lobby	1	Dover Oildraulic Passenger Elevator	\$ 1,740.00
Justice Center – Jail	1	Matot Kitchen Dumbwaiter	\$ 588.00
Justice Center – A/B Wing	1	Plunger Lift Hydraulic Passenger Elevator	\$ 1,740.00
Old Courthouse Building	1	ESCO Hydraulic Passenger Elevator	\$ 1,740.00
Soil and Water Building	1	Matot Handicap Lift Elevator	\$ 588.00
Board of Elections Building	1	Thyssen Krupp Passenger Elevator	\$ 1,740.00

TOTAL COST –FIRST YEAR

\$11,616.00

Special Rates for actions not covered by Bid: Mechanic Rate Helper Rate

Regular Hourly Rate	\$225.00	\$155.00
Overtime Rate	\$382.50	\$263.50
Sunday Rate / Holiday Rate	\$450.00	\$310.00

List any other possible charges for services not covered by Elevator Maintenance Bid:

BID FORM – ELEVATOR MAINTENANCE

COMPETITIVE BIDDING COMPLIANCE:

The signer of this Bid declares that the only persons, company or parties interested in his proposal as principals are responding that he has carefully examined the Invitation to Bid and bid Specifications, that he/she representative has made such investigation as is necessary to determine the character and extent of the subject contract, and he/she proposes and agrees that if this proposal is accepted he/she will contract with the Board of County Commissioners, Ashtabula County, Jefferson, Ohio, to furnish and deliver all the equipment and the services specified in the Bid, within the time specified and according to the requirements of the Board of Commissioners, Ashtabula County, as therein set forth for the prices set forth on this bid.

COMPANY: KONE, Inc. _____

ADDRESS: 6670 W Snowville Rd Suite #7 Brecksville, OH 44141 _____

REPRESENTATIVE NAME: Zack Case EMAIL ADDRESS: zack.case@kone.com _____

TELEPHONE NUMBER: 440-340-8969 FAX: (440) 546-1106

SIGNATURE:  DATE: 5/13/2022

Location	No. of Elevators	Equipment Description	Second Year Bid 6/1/23- 5/31/24
Justice Center-Kitchen Freight	1	Dover Oildraulic Passenger Elevator	\$1,809.00
Justice Center – Jail	1	Dover Oildraulic Passenger Elevator	\$1,809.00
Justice Center – Lobby	1	Dover Oildraulic Passenger Elevator	\$1,809.00
Justice Center – Jail	1	Matot Kitchen Dumbwaiter	\$611.00
Justice Center – A/B Wing	1	Plunger Lift Hydraulic Passenger Elevator	\$1,809.00
Old Courthouse Building	1	ESCO Hydraulic Passenger Elevator	\$1,809.00
Soil and Water Building	1	Matot Handicap Lift Elevator	\$611.00
Board of Elections Building	1	Thyssen Krupp Passenger Elevator	\$1,809.00

TOTAL COST –SECOND YEAR **\$12,076.00**

Special Rates for actions not covered by Bid: Mechanic Rate Helper Rate

Regular Hourly Rate	\$233.00	\$161.00
Overtime Rate	\$396.10	\$273.70
Sunday Rate / Holiday Rate	\$466.00	\$322.00

List any other possible charges for services not covered by Elevator Maintenance Bid:

BID FORM – ELEVATOR MAINTENANCE

COMPETITIVE BIDDING COMPLIANCE:

The signer of this Bid declares that the only persons, company or parties interested in his proposal as principals are responding that he has carefully examined the Invitation to Bid and bid Specifications, that he/she representative has made such investigation as is necessary to determine the character and extent of the subject contract, and he/she proposes and agrees that if this proposal is accepted he/she will contract with the Board of County Commissioners, Ashtabula County, Jefferson, Ohio, to furnish and deliver all the equipment and the services specified in the Bid, within the time specified and according to the requirements of the Board of Commissioners, Ashtabula County, as therein set forth for the prices set forth on this bid.

COMPANY: KONE, Inc. _____

ADDRESS: 6670 W Snowville Rd Suite #7 Brecksville, OH 44141 _____

REPRESENTATIVE NAME: Zack Case EMAIL ADDRESS: zack.case@kone.com _____

TELEPHONE NUMBER: 440-340-8969 FAX: (440) 546-1106

SIGNATURE:  DATE: 5/13/22

Location	No. of Elevators	Equipment Description	Third Year Bid 6/1/24- 5/31/25
Justice Center-Kitchen Freight	1	Dover Oildraulic Passenger Elevator	\$1,881.00
Justice Center – Jail	1	Dover Oildraulic Passenger Elevator	\$1,881.00
Justice Center – Lobby	1	Dover Oildraulic Passenger Elevator	\$1,881.00
Justice Center – Jail	1	Matot Kitchen Dumbwaiter	\$635.00
Justice Center – A/B Wing	1	Plunger Lift Hydraulic Passenger Elevator	\$1,881.00
Old Courthouse Building	1	ESCO Hydraulic Passenger Elevator	\$1,881.00
Soil and Water Building	1	Matot Handicap Lift Elevator	\$635.00
Board of Elections Building	1	Thyssen Krupp Passenger Elevator	\$1,881.00

TOTAL COST –THIRD YEAR **\$12,556.00**

<u>Special Rates for actions not covered by Bid:</u>	<u>Mechanic Rate</u>	<u>Helper Rate</u>
Regular Hourly Rate	\$242.00	\$167.00
Overtime Rate	\$411.40	\$283.90
Sunday Rate / Holiday Rate	\$484.00	\$334.00

List any other possible charges for services not covered by Elevator Maintenance Bid:

BID FORM – ELEVATOR MAINTENANCE

COMPETITIVE BIDDING COMPLIANCE:

The signer of this Bid declares that the only persons, company or parties interested in his proposal as principals are responding that he has carefully examined the Invitation to Bid and bid Specifications, that he/she representative has made such investigation as is necessary to determine the character and extent of the subject contract, and he/she proposes and agrees that if this proposal is accepted he/she will contract with the Board of County Commissioners, Ashtabula County, Jefferson, Ohio, to furnish and deliver all the equipment and the services specified in the Bid, within the time specified and according to the requirements of the Board of Commissioners, Ashtabula County, as therein set forth for the prices set forth on this bid.

COMPANY: KONE, Inc. _____

ADDRESS: 6670 W Snowville Rd Suite #7 Brecksville, OH 44141 _____

REPRESENTATIVE NAME: Zack Case EMAIL ADDRESS: zack.case@kone.com _____

TELEPHONE NUMBER: 440-340-8969 FAX: (440) 546-1106

SIGNATURE:  DATE: 5/13/22

Location	No. of Elevators	Equipment Description	Fourth Year Bid 6/1/25- 5/31/26
Justice Center-Kitchen Freight	1	Dover Oildraulic Passenger Elevator	\$1937.00
Justice Center – Jail	1	Dover Oildraulic Passenger Elevator	\$1937.00
Justice Center – Lobby	1	Dover Oildraulic Passenger Elevator	\$1937.00
Justice Center – Jail	1	Matot Kitchen Dumbwaiter	\$654.00
Justice Center – A/B Wing	1	Plunger Lift Hydraulic Passenger Elevator	\$1937.00
Old Courthouse Building	1	ESCO Hydraulic Passenger Elevator	\$1937.00
Soil and Water Building	1	Matot Handicap Lift Elevator	\$654.00
Board of Elections Building	1	Thyssen Krupp Passenger Elevator	\$1937.00

TOTAL COST –FOURTH YEAR **\$12,930.00**

Special Rates for actions not covered by Bid: Mechanic Rate Helper Rate

Regular Hourly Rate	\$251.00	\$173.00
Overtime Rate	\$426.70	\$294.10
Sunday Rate / Holiday Rate	\$502.00	\$346.00

List any other possible charges for services not covered by Elevator Maintenance Bid:

BID FORM – ELEVATOR MAINTENANCE

COMPETITIVE BIDDING COMPLIANCE:


The signer of this Bid declares that the only persons, company or parties interested in his proposal as principals are responding that he has carefully examined the Invitation to Bid and bid Specifications, that he/she representative has made such investigation as is necessary to determine the character and extent of the subject contract, and he/she proposes and agrees that if this proposal is accepted he/she will contract with the Board of County Commissioners, Ashtabula County, Jefferson, Ohio, to furnish and deliver all the equipment and the services specified in the Bid, within the time specified and according to the requirements of the Board of Commissioners, Ashtabula County, as therein set forth for the prices set forth on this bid.

COMPANY: KONE, Inc. _____

ADDRESS: 6670 W Snowville Rd Suite #7 Brecksville, OH 44141 _____

REPRESENTATIVE NAME: Zack Case EMAIL ADDRESS: zack.case@kone.com _____

TELEPHONE NUMBER: 440-340-8969 FAX: (440) 546-1106

SIGNATURE:  DATE: 5/13/22

F: f+h (5)

Location	No. of Elevators	Equipment Description	Second Year Bid 6/1/26- 5/31/27
Justice Center-Kitchen Freight	1	Dover Oildraulic Passenger Elevator	\$1,995.00
Justice Center – Jail	1	Dover Oildraulic Passenger Elevator	\$1,995.00
Justice Center – Lobby	1	Dover Oildraulic Passenger Elevator	\$1,995.00
Justice Center – Jail	1	Matot Kitchen Dumbwaiter	\$673.00
Justice Center – A/B Wing	1	Plunger Lift Hydraulic Passenger Elevator	\$1,995.00
Old Courthouse Building	1	ESCO Hydraulic Passenger Elevator	\$1,995.00
Soil and Water Building	1	Matot Handicap Lift Elevator	\$673.00
Board of Elections Building	1	Thyssen Krupp Passenger Elevator	\$1,995.00

TOTAL COST –FIFTH YEAR

\$13,316.00

Special Rates for actions not covered by Bid: Mechanic Rate Helper Rate

Regular Hourly Rate	\$260.00	\$179.00
Overtime Rate	\$442.00	\$304.30
Sunday Rate / Holiday Rate	\$520.00	\$358.00

List any other possible charges for services not covered by Elevator Maintenance Bid:

VENDOR AFFIDAVIT FORM

PROJECT NAME: ASHTABULA COUNTY ELEVATOR MAINTENANCE BID

NON-DELINQUENCY OF PERSONAL PROPERTY TAXES:

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 proposal, said party shall take affirmative action to insure 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 proposal 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 Section 153.59 of the Ohio Revised Code in contract provisions with the owner if selected as the successful bidder by the Owner.

NON-COLLUSION:

That the bid being submitted is genuine and not collusive or sham; that we/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 of Ashtabula or any person or persons interested in the proposed contract; that all statements contained in said proposal of 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.

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.

KONE, Inc.
Company Name

36-2357423
Company Tax I.D. Number

[Signature]
Bidder/Vendor Signature

Zack Case Account Manager
Print Name & Title

Sworn to before me and subscribed in my presence this 13th day of May, 2022.

[Signature]
Notary Public Signature



July 27, 2025
Date Commission Expires

REPRESENTATIONS, ASSURANCES, AND CERTIFICATIONS

1. Company Name: KONE, INC. _____
2. Company Address: 6670 W Snowville Rd Suite 7 Brecksville, OH 44141 _____
3. Telephone Number: 440-546-1100 FAX: 440-546-1106 _____
4. The name and telephone number of the person(s) who has the authority to submit bids:
Zack Case 440-340-8969 _____
5. The name and telephone number of the person(s) who has the authority to sign contracts:
Zack Case 440-340-8969 _____
6. The legal status of the vendor's organization Corporation _____
7. Date of establishment/ incorporation: 12/31/1956 _____
8. Federal Employer Identification Number (FEIN): 36-2357423 _____
9. Is the company co-owned or controlled by a parent company? Yes No
If yes, name of parent company: _____
10. Is the vendor authorized/ licensed to do business in the state of Ohio? Yes No
11. Is the vendor bound by Federal, State, or local Affirmative Action or Equal Employment Opportunity rules? Yes No
If yes, has the company filed all required EEO reports to the necessary agencies? Yes No
12. The company certifies that it is not debarred nor suspended under Federal and State rulings from receiving federal funds. Yes No
13. Does the company have current or future plans for a buyout or sale? Yes No
14. The company certifies that it will not enter into contracts with subcontractors who are debarred or suspended from such transactions to complete work related to this Request for Bids. Yes No
15. The company certifies it is a drug-free work place? Yes No
16. The company certifies it is not delinquent on any Federal debt? Yes No



May 9, 2022

Zack Case
KONE INC.
6670 W Snowville Rd Ste #7
Brecksville, OH 44141

Re: ASHTABULA COUNTY BOARD OF COMMISSIONERS
Project: Ashtabula County Elevator Maintenance Service Bid #2
Estimated Contract Price: \$ 90,000.00
Bid Date: 5/19/2022
Surety: ZURICH INSURANCE GROUP

Dear Zack:

Enclosed please find the above captioned bid bond, executed per your request.

It is your responsibility to ensure the bid bond conforms with your needs and instructions to us, including but not limited to the correct coverages and parties, and with any laws applicable to your operations and/or the contract requiring the bid bond, and to advise us immediately, in writing, if the bid bond form so executed does not contain the proper information. Accordingly, it is incumbent upon you to carefully review the bond, and we will expect that you will, double-check all information, including signatures, dates, amounts and job descriptions for accuracy, and to verify that the bid bond form we executed is the form required by the specification. This will avoid the possibility of having a low bid rejected because of a clerical error. We will also expect you to verify that anything unusual that has been requested by the obligee is attached.


If, following your review of the bond, you do not advise us in writing of any problem or deficiency in its terms and information but submit the bond as is, your submission will constitute your verification, and we will justifiably assume, that the bond form as issued is correct and appropriate for the purpose for which it is being submitted. You further understand that we will have no liability for any deficiencies or discrepancies not brought to our attention in accordance with this letter.

The bid bond authorization is based upon your original estimate. **If the actual bid price exceeds this estimate by 10% or more, you must contact us for additional authority!**

Please call our office if you should have any questions or need any further assistance.

Good Luck on your Bid.

Sincerely,


Jean Torres
Record #2855393

Your bid results are very important, please mail this information back to the address below, or email your Aon representative within 5 days of the bid opening.

	Contractors Name		Contract Price
1.	_____	\$	_____
2.	_____	\$	_____
3.	_____	\$	_____

Where did you place _____ And your price \$ _____

If awarded contract, is final bond required? Yes No

BID SPECIFICATIONS FOR: ELEVATOR BID

Bidder to complete this form and submit with their bid packet.

BIDDER'S COMPANY NAME: __KONE, Inc._____

ADDRESS: 6670 W Snowville Rd Suite
#7 _____

CITY/STATE/ZIP CODE ____Brecksville, OH 44141_____

TELEPHONE NUMBER: (440) / _546_ - _1100_

CELL PHONE NUMBER: (_440_) / 340 - _8969

FAX: (440) / 546 - _1106

E-MAIL ADDRESS: _zack.case@kone.com_____

CONTACT PERSON: ____Zack Case_____

KONE STANDARD BID CLARIFICATIONS FOR SERVICE

1. Any contract between the parties shall be subject to mutually agreeable terms and conditions.
2. The Proposal is made without regard to compliance with any special sourcing requirements including, but not limited to, Buy America, Buy American, U.S. Steel, FAR clauses, minority / disadvantaged supplier requirements or similar federal and/or state procurement laws. Should such requirements be applicable to this bid, KONE reserves the right to modify and/or withdraw its Proposal.
3. KONE's work does not include any abatement or disturbance of asbestos containing material ("ACM"), presumed asbestos containing materials ("PACM"), or other hazardous materials (i.e. lead, PCBs) (collectively "HazMat"). KONE has the right to discontinue its work in any location where suspected HazMat is encountered or disturbed. HazMat removal or abatement is at the Purchaser's sole expense. Nothing contained within the agreement shall be construed or interpreted as requiring KONE to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA or any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants.
4. Notwithstanding anything to the contrary, KONE retains title and ownership of all intellectual property rights relating (whether directly or indirectly) to any materials provided by KONE, including but not limited to spare parts, components, software, firmware, drawings, manuals, technical documentation or other technical. KONE retains exclusive title over any information collected by KONE via a remote monitoring system. The title in all spare parts and/or components removed from equipment by KONE passes to KONE upon their removal. Purchaser will not use software provided by KONE, except in connection with the use and operation of the equipment.
5. KONE shall not be liable for any loss, damage, claim, or delay due to any cause beyond KONE's control, including, but not limited to, acts of domestic or foreign government (including a change in law), strikes, lockouts, work interruption or other labor disturbance, delays caused by others, fire, explosion, theft, floods, inclement weather, riot, civil commotion, war, malicious mischief, infectious diseases, epidemic, pandemic, quarantine, border or port of entry and exit restrictions or acts of God. In the event of such delays, KONE shall be entitled to an extension in time equal to the length of such delay affecting KONE and an equitable adjustment in the Price. Customer shall compensate KONE for labor and material cost escalations resulting from Project delays not caused by KONE, which extend completion of KONE's work beyond the end of the current calendar year.
6. A party is not liable for failure to perform its obligations if such failure results from any causes beyond a party's reasonable control.
7. Notwithstanding anything to the contrary, if in KONE's sole judgment the equipment presents a safety hazard to the riding public or KONE's technicians (including but not limited to Purchaser's act of creating or allowing unsafe practices or conditions or Purchaser's failure to authorize necessary repairs or upgrades), KONE may immediately terminate the agreement in its entirety upon written notice.
8. Notwithstanding anything to the contrary, there is no warranty provided on maintenance services.
9. KONE will not be responsible for upgrading any equipment to meet changes in code requirements or as may be required by insurance companies, Federal, State, or local authorities.



AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

KONE INC.
One KONE Court
Moline, IL 61265

SURETY:

(Name, legal status and principal place of business)

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
1299 Zurich Way
Schaumburg, IL 60196-1056

OWNER:

(Name, legal status and address)

ASHTABULA COUNTY BOARD OF COMMISSIONERS
25 W. Jefferson St., 2nd Floor, Old Courthouse, Jefferson, OH 44047

BOND AMOUNT: One Hundred Percent of Amount bid
(100% of Amount Bid)

PROJECT:

(Name, location or address, and Project number, if any)

Ashtabula County Elevator Maintenance Service Bid #2

Project Number, if any:

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 9th day of May, 2022

Samantha Chierici
(Witness) Samantha Chierici

KONE INC.
(Principal) Jean Torres (Seal)
(Title) Jean Torres, Attorney-in-Fact

Corinne Chapman
(Witness) Corinne Chapman

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
(Surety) Susan A. Welsh (Seal)
(Title) Susan A. Welsh, Attorney in Fact

Exhibit A

Special Power of Attorney

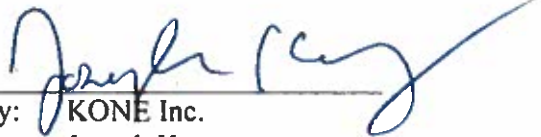
KNOW ALL MEN BY THESE PRESENTS that KONE Inc., has made, constituted and appointed and by these presents does make, constitute and appoint *Susan A. Welsh, Sandra M. Winsted, Christina L. Sandoval, Jeffrey M. Leadley, Derek J. Elston, Jean Torres, Samantha Chierici, James B. McTaggart, Salena Wood, Jennifer Williams, Barbara Pannier, Sandra M. Nowak, Kristin L. Hannigan, Bartlomiej Siepierski* as its true and lawful attorneys in fact with full power to execute, seal and deliver on its behalf surety bonds and other documents of similar character issued in the course of its business and to bind the Company thereby as if such writings had been duly executed and acknowledged by its officers. This Power of Attorney shall be explicitly limited to bond requests made in writing on KONE Surety Request Form by KONE Inc.'s Law Department or any Branch Office.

IN WITNESS WHEREOF, KONE Inc. has caused each respective name to be subscribed by Divya R. Mehta, Senior Vice President and General Counsel, and its corporate seal to be affixed and attested by Joseph Kang on this 16th day of MARCH 2022.

Attest:



By: KONE Inc.
Divya R. Mehta
Senior Vice President and
General Counsel



By: KONE Inc.
Joseph Kang
Assistant Secretary

STATE OF ILLINOIS

COUNTY OF DUPAGE

On this 16th day of MARCH 2022 personally appeared before me, a Notary Public for the State of Illinois, Divya R. Mehta, Senior Vice President and General Counsel of KONE Inc., and Joseph Kang, Assistant Secretary of KONE, Inc., who each acknowledged that the foregoing is their free and voluntary act and deed on behalf of said corporation.



Jana L. Crawford
Notary Public, State of Illinois
My Commission Expires 2/25/2026



**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Sandra M. WINSTED, Diane M. O'LEARY, Susan A. WELSH, Judith A. LUCKY-EFTIMOV, James B. MCTAGGART, Jean TORRES, Sandra M. NOWAK, Jessica B. DEMPSEY, Christina L. SANDOVAL, Nicholas KERTESZ, Corinne CHAPMAN, Roger PARAISSON, Kristine L. HANNIGAN, Samantha CHIERICI, Christopher T. MOSER of **Chicago, Illinois**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 01st day of February, A.D. 2022.



**ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 01st day of February, A.D. 2022, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 9th day of May, 2022.



MJ Pethick
By: Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
Ph: 800-626-4577

If your jurisdiction allows for electronic reporting of surety claims, please submit to: reportsfclaims@zurichna.com

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

THE FIDELITY AND DEPOSIT COMPANY

OF MARYLAND

1299 Zurich Way Schaumburg, IL 60196

Statement of Financial Condition

As Of December 31, 2021

ASSETS

Bonds.....	\$ 237,467,504
Stocks	18,985,762
Cash and Short-Term Investments	7,415,852
Reinsurance Recoverable	25,735,324
Federal Income Tax Recoverable.....	0
Other Accounts Receivable	24,479,233
TOTAL ADMITTED ASSETS.....	\$ 314,083,675

LIABILITIES, SURPLUS AND OTHER FUNDS

Reserve for Taxes and Expenses	\$ 378,101
Ceded Reinsurance Premiums Payable	48,876,599
Remittances and Items Unallocated	0
Payable to parents, subs and affiliates	0
Securities Lending Collateral Liability.....	0
TOTAL LIABILITIES	\$ 49,254,700
Capital Stock, Paid Up	\$ 5,000,000
Surplus.....	264,828,975
Surplus as regards Policyholders.....	264,828,975
TOTAL	\$ 314,083,675

Securities carried at \$78,561,855 in the above statement are deposited with various states as required by law.

Securities carried on the basis prescribed by the National Association of Insurance Commissioners. On the basis of market quotations for all bonds and stocks owned, the Company's total admitted assets at December 31, 2021 would be \$319,561,762 and surplus as regards policyholders \$270,307,062.

I, LAURA J. LAZARCZYK, Corporate Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company on the 31st day of December, 2021.

DocuSigned by:

 420F00B47137400 Corporate Secretary

State of Illinois }
City of Schaumburg } SS:

Subscribed and sworn to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg, this 15th day of March, 2022.




 Notary Public

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 03/31/2022

Effective 04/02/2022

Expires 04/01/2023

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

FIDELITY AND DEPOSIT COMPANY OF MARYLAND, THE

of Illinois 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)

Allied Lines
Boiler & Machinery
Burglary & Theft
Commercial Auto - Liability
Commercial Auto - No Fault
Commercial Auto - Physical Damage
Credit
Earthquake
Fidelity
Financial Guaranty
Fire
Glass
Inland Marine
Multiple Peril - Commercial
Multiple Peril - Homeowners
Other Liability
Surety
Workers Compensation

FIDELITY AND DEPOSIT COMPANY OF MARYLAND, THE certified in its annual statement to this Department as of December 31, 2021 that it has admitted assets in the amount of \$314,083,675, liabilities in the amount of \$49,254,700, and surplus of at least \$264,828,975.

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



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 2022, 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:

1001.001.108-601 not to exceed \$20,000.00

for the remainder of the year 2022 and free from any previous encumbrances.

Agreement Title: Elevator contract with Kone



**Paige Williamson, Fiscal
Manager, On behalf of:**

**David Thomas, Ashtabula
County Auditor**

Contact: Lisa Hawkins, Clerk

Date: June 6, 2022

BID FORM – ELEVATOR MAINTENANCE

COMPETITIVE BIDDING COMPLIANCE:

The signer of this Bid declares that the only persons, company or parties interested in his proposal as principals are responding that he has carefully examined the Invitation to Bid and bid Specifications, that he/she representative has made such investigation as is necessary to determine the character and extent of the subject contract, and he/she proposes and agrees that if this proposal is accepted he/she will contract with the Board of County Commissioners, Ashtabula County, Jefferson, Ohio, to furnish and deliver all the equipment and the services specified in the Bid, within the time specified and according to the requirements of the Board of Commissioners, Ashtabula County, as therein set forth for the prices set forth on this bid.

COMPANY: KONE, Inc. _____

ADDRESS: 6670 W Snowville Rd Suite #7 Brecksville, OH 44141 _____

REPRESENTATIVE NAME: Zack Case EMAIL ADDRESS: zack.case@kone.com _____

TELEPHONE NUMBER: 440-340-8969 FAX: (440) 546-1106

SIGNATURE:  _____ DATE: 5/13/22 _____

Location	No. of Elevators	Equipment Description	First Year Bid 6/1/22- 5/31/23
Justice Center-Kitchen Freight	1	Dover Oildraulic Passenger Elevator	\$ 1,740.00
Justice Center – Jail	1	Dover Oildraulic Passenger Elevator	\$ 1,740.00
Justice Center – Lobby	1	Dover Oildraulic Passenger Elevator	\$ 1,740.00
Justice Center – Jail	1	Matot Kitchen Dumbwaiter	\$ 588.00
Justice Center – A/B Wing	1	Plunger Lift Hydraulic Passenger Elevator	\$ 1,740.00
Old Courthouse Building	1	ESCO Hydraulic Passenger Elevator	\$ 1,740.00
Soil and Water Building	1	Matot Handicap Lift Elevator	\$ 588.00
Board of Elections Building	1	Thyssen Krupp Passenger Elevator	\$ 1,740.00

TOTAL COST –FIRST YEAR

\$11,616.00

Special Rates for actions not covered by Bid: Mechanic Rate Helper Rate

Regular Hourly Rate	\$225.00	\$155.00
Overtime Rate	\$382.50	\$263.50
Sunday Rate / Holiday Rate	\$450.00	\$310.00

List any other possible charges for services not covered by Elevator Maintenance Bid:

BID FORM – ELEVATOR MAINTENANCE

COMPETITIVE BIDDING COMPLIANCE:

The signer of this Bid declares that the only persons, company or parties interested in his proposal as principals are responding that he has carefully examined the Invitation to Bid and bid Specifications, that he/she representative has made such investigation as is necessary to determine the character and extent of the subject contract, and he/she proposes and agrees that if this proposal is accepted he/she will contract with the Board of County Commissioners, Ashtabula County, Jefferson, Ohio, to furnish and deliver all the equipment and the services specified in the Bid, within the time specified and according to the requirements of the Board of Commissioners, Ashtabula County, as therein set forth for the prices set forth on this bid.

COMPANY: KONE, Inc. _____

ADDRESS: 6670 W Snowville Rd Suite #7 Brecksville, OH 44141 _____

REPRESENTATIVE NAME: Zack Case EMAIL ADDRESS: zack.case@kone.com _____

TELEPHONE NUMBER: 440-340-8969 FAX: (440) 546-1106

SIGNATURE:  DATE: 5/13/2022

Location	No. of Elevators	Equipment Description	Second Year Bid 6/1/23- 5/31/24
Justice Center-Kitchen Freight	1	Dover Oildraulic Passenger Elevator	\$1,809.00
Justice Center – Jail	1	Dover Oildraulic Passenger Elevator	\$1,809.00
Justice Center – Lobby	1	Dover Oildraulic Passenger Elevator	\$1,809.00
Justice Center – Jail	1	Matot Kitchen Dumbwaiter	\$611.00
Justice Center – A/B Wing	1	Plunger Lift Hydraulic Passenger Elevator	\$1,809.00
Old Courthouse Building	1	ESCO Hydraulic Passenger Elevator	\$1,809.00
Soil and Water Building	1	Matot Handicap Lift Elevator	\$611.00
Board of Elections Building	1	Thyssen Krupp Passenger Elevator	\$1,809.00

TOTAL COST –SECOND YEAR

\$12,076.00

Special Rates for actions not covered by Bid: Mechanic Rate Helper Rate

Regular Hourly Rate	\$233.00	\$161.00
Overtime Rate	\$396.10	\$273.70
Sunday Rate / Holiday Rate	\$466.00	\$322.00

List any other possible charges for services not covered by Elevator Maintenance Bid:

BID FORM – ELEVATOR MAINTENANCE

COMPETITIVE BIDDING COMPLIANCE:

The signer of this Bid declares that the only persons, company or parties interested in his proposal as principals are responding that he has carefully examined the Invitation to Bid and bid Specifications, that he/she representative has made such investigation as is necessary to determine the character and extent of the subject contract, and he/she proposes and agrees that if this proposal is accepted he/she will contract with the Board of County Commissioners, Ashtabula County, Jefferson, Ohio, to furnish and deliver all the equipment and the services specified in the Bid, within the time specified and according to the requirements of the Board of Commissioners, Ashtabula County, as therein set forth for the prices set forth on this bid.

COMPANY: KONE, Inc. _____

ADDRESS: 6670 W Snowville Rd Suite #7 Brecksville, OH 44141 _____

REPRESENTATIVE NAME: Zack Case EMAIL ADDRESS: zack.case@kone.com _____

TELEPHONE NUMBER: 440-340-8969 FAX: (440) 546-1106

SIGNATURE:  DATE: 5/13/22

Location	No. of Elevators	Equipment Description	Third Year Bid 6/1/24- 5/31/25
Justice Center-Kitchen Freight	1	Dover Oildraulic Passenger Elevator	\$1,881.00
Justice Center – Jail	1	Dover Oildraulic Passenger Elevator	\$1,881.00
Justice Center – Lobby	1	Dover Oildraulic Passenger Elevator	\$1,881.00
Justice Center – Jail	1	Matot Kitchen Dumbwaiter	\$635.00
Justice Center – A/B Wing	1	Plunger Lift Hydraulic Passenger Elevator	\$1,881.00
Old Courthouse Building	1	ESCO Hydraulic Passenger Elevator	\$1,881.00
Soil and Water Building	1	Matot Handicap Lift Elevator	\$635.00
Board of Elections Building	1	Thyssen Krupp Passenger Elevator	\$1,881.00

TOTAL COST –THIRD YEAR **\$12,556.00**

Special Rates for actions not covered by Bid:

	<u>Mechanic Rate</u>	<u>Helper Rate</u>
Regular Hourly Rate	\$242.00	\$167.00
Overtime Rate	\$411.40	\$283.90
Sunday Rate / Holiday Rate	\$484.00	\$334.00

List any other possible charges for services not covered by Elevator Maintenance Bid:

BID FORM – ELEVATOR MAINTENANCE

COMPETITIVE BIDDING COMPLIANCE:

The signer of this Bid declares that the only persons, company or parties interested in his proposal as principals are responding that he has carefully examined the Invitation to Bid and bid Specifications, that he/she representative has made such investigation as is necessary to determine the character and extent of the subject contract, and he/she proposes and agrees that if this proposal is accepted he/she will contract with the Board of County Commissioners, Ashtabula County, Jefferson, Ohio, to furnish and deliver all the equipment and the services specified in the Bid, within the time specified and according to the requirements of the Board of Commissioners, Ashtabula County, as therein set forth for the prices set forth on this bid.

COMPANY: KONE, Inc. _____

ADDRESS: 6670 W Snowville Rd Suite #7 Brecksville, OH 44141 _____

REPRESENTATIVE NAME: Zack Case EMAIL ADDRESS: zack.case@kone.com _____

TELEPHONE NUMBER: 440-340-8969 FAX: (440) 546-1106

SIGNATURE:  DATE: 5/13/22

Location	No. of Elevators	Equipment Description	Fourth Year Bid 6/1/25- 5/31/26
Justice Center-Kitchen Freight	1	Dover Oildraulic Passenger Elevator	\$1937.00
Justice Center – Jail	1	Dover Oildraulic Passenger Elevator	\$1937.00
Justice Center – Lobby	1	Dover Oildraulic Passenger Elevator	\$1937.00
Justice Center – Jail	1	Matot Kitchen Dumbwaiter	\$654.00
Justice Center – A/B Wing	1	Plunger Lift Hydraulic Passenger Elevator	\$1937.00
Old Courthouse Building	1	ESCO Hydraulic Passenger Elevator	\$1937.00
Soil and Water Building	1	Matot Handicap Lift Elevator	\$654.00
Board of Elections Building	1	Thyssen Krupp Passenger Elevator	\$1937.00

TOTAL COST –FOURTH YEAR

\$12,930.00

Special Rates for actions not covered by Bid: Mechanic Rate Helper Rate

Regular Hourly Rate	\$251.00	\$173.00
Overtime Rate	\$426.70	\$294.10
Sunday Rate / Holiday Rate	\$502.00	\$346.00

List any other possible charges for services not covered by Elevator Maintenance Bid:

BID FORM – ELEVATOR MAINTENANCE

COMPETITIVE BIDDING COMPLIANCE:

The signer of this Bid declares that the only persons, company or parties interested in his proposal as principals are responding that he has carefully examined the Invitation to Bid and bid Specifications, that he/she representative has made such investigation as is necessary to determine the character and extent of the subject contract, and he/she proposes and agrees that if this proposal is accepted he/she will contract with the Board of County Commissioners, Ashtabula County, Jefferson, Ohio, to furnish and deliver all the equipment and the services specified in the Bid, within the time specified and according to the requirements of the Board of Commissioners, Ashtabula County, as therein set forth for the prices set forth on this bid.

COMPANY: KONE, Inc. _____

ADDRESS: 6670 W Snowville Rd Suite #7 Brecksville, OH 44141 _____

REPRESENTATIVE NAME: Zack Case EMAIL ADDRESS: zack.case@kone.com _____

TELEPHONE NUMBER: 440-340-8969 FAX: (440) 546-1106

SIGNATURE:  DATE: 5/13/22

F: f+h (5)

Location	No. of Elevators	Equipment Description	Second Year Bid 6/1/26- 5/31/27
Justice Center-Kitchen Freight	1	Dover Oildraulic Passenger Elevator	\$1,995.00
Justice Center – Jail	1	Dover Oildraulic Passenger Elevator	\$1,995.00
Justice Center – Lobby	1	Dover Oildraulic Passenger Elevator	\$1,995.00
Justice Center – Jail	1	Matot Kitchen Dumbwaiter	\$673.00
Justice Center – A/B Wing	1	Plunger Lift Hydraulic Passenger Elevator	\$1,995.00
Old Courthouse Building	1	ESCO Hydraulic Passenger Elevator	\$1,995.00
Soil and Water Building	1	Matot Handicap Lift Elevator	\$673.00
Board of Elections Building	1	Thyssen Krupp Passenger Elevator	\$1,995.00

TOTAL COST –FIFTH YEAR

\$13,316.00

Special Rates for actions not covered by Bid: Mechanic Rate Helper Rate

Regular Hourly Rate	\$260.00	\$179.00
Overtime Rate	\$442.00	\$304.30
Sunday Rate / Holiday Rate	\$520.00	\$358.00

List any other possible charges for services not covered by Elevator Maintenance Bid:

VENDOR AFFIDAVIT FORM

PROJECT NAME: ASHTABULA COUNTY ELEVATOR MAINTENANCE BID

NON-DELINQUENCY OF PERSONAL PROPERTY TAXES:

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 proposal, said party shall take affirmative action to insure 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 proposal 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 Section 153.59 of the Ohio Revised Code in contract provisions with the owner if selected as the successful bidder by the Owner.

NON-COLLUSION:

That the bid being submitted is genuine and not collusive or sham; that we/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 of Ashtabula or any person or persons interested in the proposed contract; that all statements contained in said proposal of 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.

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.

KONE, Inc.

Company Name

36-2357423

Company Tax I.D. Number

[Signature]

Bidder/Vendor Signature

Zack Case Account Manager

Print Name & Title

Sworn to before me and subscribed in my presence on this 13th day of May, 2022.

[Signature]

Notary Public Signature



July 27, 2025

Date Commission Expires

REPRESENTATIONS, ASSURANCES, AND CERTIFICATIONS

1. Company Name: KONE, INC. _____
2. Company Address: 6670 W Snowville Rd Suite 7 Brecksville, OH 44141 _____
3. Telephone Number: 440-546-1100 FAX: 440-546-1106 _____
4. The name and telephone number of the person(s) who has the authority to submit bids:
Zack Case 440-340-8969 _____
5. The name and telephone number of the person(s) who has the authority to sign contracts:
Zack Case 440-340-8969 _____
6. The legal status of the vendor's organization Corporation _____
7. Date of establishment/ incorporation: 12/31/1956 _____
8. Federal Employer Identification Number (FEIN): 36-2357423 _____
9. Is the company co-owned or controlled by a parent company? Yes No
If yes, name of parent company: _____
10. Is the vendor authorized/ licensed to do business in the state of Ohio? Yes No
11. Is the vendor bound by Federal, State, or local Affirmative Action or Equal Employment Opportunity rules? Yes No
If yes, has the company filed all required EEO reports to the necessary agencies? Yes No
12. The company certifies that it is not debarred nor suspended under Federal and State rulings from receiving federal funds. Yes No
13. Does the company have current or future plans for a buyout or sale? Yes No
14. The company certifies that it will not enter into contracts with subcontractors who are debarred or suspended from such transactions to complete work related to this Request for Bids. Yes No
15. The company certifies it is a drug-free work place? Yes No
16. The company certifies it is not delinquent on any Federal debt? Yes No



May 9, 2022

Zack Case
KONE INC.
6670 W Snowville Rd Ste #7
Brecksville, OH 44141

Re: ASHTABULA COUNTY BOARD OF COMMISSIONERS
Project: Ashtabula County Elevator Maintenance Service Bid #2
Estimated Contract Price: \$ 90,000.00
Bid Date: 5/19/2022
Surety: ZURICH INSURANCE GROUP

Dear Zack:

Enclosed please find the above captioned bid bond, executed per your request.

It is your responsibility to ensure the bid bond conforms with your needs and instructions to us, including but not limited to the correct coverages and parties, and with any laws applicable to your operations and/or the contract requiring the bid bond, and to advise us immediately, in writing, if the bid bond form so executed does not contain the proper information. Accordingly, it is incumbent upon you to carefully review the bond, and we will expect that you will, double-check all information, including signatures, dates, amounts and job descriptions for accuracy, and to verify that the bid bond form we executed is the form required by the specification. This will avoid the possibility of having a low bid rejected because of a clerical error. We will also expect you to verify that anything unusual that has been requested by the obligee is attached.


If, following your review of the bond, you do not advise us in writing of any problem or deficiency in its terms and information but submit the bond as is, your submission will constitute your verification, and we will justifiably assume, that the bond form as issued is correct and appropriate for the purpose for which it is being submitted. You further understand that we will have no liability for any deficiencies or discrepancies not brought to our attention in accordance with this letter.

The bid bond authorization is based upon your original estimate. **If the actual bid price exceeds this estimate by 10% or more, you must contact us for additional authority!**

Please call our office if you should have any questions or need any further assistance.

Good Luck on your Bid.

Sincerely,


Jean Torres
Record #2855393

Your bid results are very important, please mail this information back to the address below, or email your Aon representative within 5 days of the bid opening.

	Contractors Name		Contract Price
1.	_____	\$	_____
2.	_____	\$	_____
3.	_____	\$	_____

Where did you place _____ And your price \$ _____

If awarded contract, is final bond required? Yes No

BID SPECIFICATIONS FOR: ELEVATOR BID

Bidder to complete this form and submit with their bid packet.

BIDDER'S COMPANY NAME: ___KONE, Inc._____

ADDRESS: 6670 W Snowville Rd Suite
#7 _____

CITY/STATE/ZIP CODE _____Brecksville, OH 44141_____

TELEPHONE NUMBER: (440) / _546_ - _1100_

CELL PHONE NUMBER: (_440_) / 340 - _8969

FAX: (440) / 546 - _1106

E-MAIL ADDRESS: _zack.case@kone.com_____

CONTACT PERSON: _____Zack Case_____

KONE STANDARD BID CLARIFICATIONS FOR SERVICE

1. Any contract between the parties shall be subject to mutually agreeable terms and conditions.
2. The Proposal is made without regard to compliance with any special sourcing requirements including, but not limited to, Buy America, Buy American, U.S. Steel, FAR clauses, minority / disadvantaged supplier requirements or similar federal and/or state procurement laws. Should such requirements be applicable to this bid, KONE reserves the right to modify and/or withdraw its Proposal.
3. KONE's work does not include any abatement or disturbance of asbestos containing material ("ACM"), presumed asbestos containing materials ("PACM"), or other hazardous materials (i.e. lead, PCBs) (collectively "HazMat"). KONE has the right to discontinue its work in any location where suspected HazMat is encountered or disturbed. HazMat removal or abatement is at the Purchaser's sole expense. Nothing contained within the agreement shall be construed or interpreted as requiring KONE to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA or any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants.
4. Notwithstanding anything to the contrary, KONE retains title and ownership of all intellectual property rights relating (whether directly or indirectly) to any materials provided by KONE, including but not limited to spare parts, components, software, firmware, drawings, manuals, technical documentation or other technical. KONE retains exclusive title over any information collected by KONE via a remote monitoring system. The title in all spare parts and/or components removed from equipment by KONE passes to KONE upon their removal. Purchaser will not use software provided by KONE, except in connection with the use and operation of the equipment.
5. KONE shall not be liable for any loss, damage, claim, or delay due to any cause beyond KONE's control, including, but not limited to, acts of domestic or foreign government (including a change in law), strikes, lockouts, work interruption or other labor disturbance, delays caused by others, fire, explosion, theft, floods, inclement weather, riot, civil commotion, war, malicious mischief, infectious diseases, epidemic, pandemic, quarantine, border or port of entry and exit restrictions or acts of God. In the event of such delays, KONE shall be entitled to an extension in time equal to the length of such delay affecting KONE and an equitable adjustment in the Price. Customer shall compensate KONE for labor and material cost escalations resulting from Project delays not caused by KONE, which extend completion of KONE's work beyond the end of the current calendar year.
6. A party is not liable for failure to perform its obligations if such failure results from any causes beyond a party's reasonable control.
7. Notwithstanding anything to the contrary, if in KONE's sole judgment the equipment presents a safety hazard to the riding public or KONE's technicians (including but not limited to Purchaser's act of creating or allowing unsafe practices or conditions or Purchaser's failure to authorize necessary repairs or upgrades), KONE may immediately terminate the agreement in its entirety upon written notice.
8. Notwithstanding anything to the contrary, there is no warranty provided on maintenance services.
9. KONE will not be responsible for upgrading any equipment to meet changes in code requirements or as may be required by insurance companies, Federal, State, or local authorities.



AIA[®] Document A310[™] – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

KONE INC.
One KONE Court
Moline, IL 61265

SURETY:

(Name, legal status and principal place of business)

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
1299 Zurich Way
Schaumburg, IL 60196-1056

OWNER:

(Name, legal status and address)

ASHTABULA COUNTY BOARD OF COMMISSIONERS
25 W. Jefferson St., 2nd Floor, Old Courthouse, Jefferson, OH 44047

BOND AMOUNT: One Hundred Percent of Amount bid
(100% of Amount Bid)

PROJECT:

(Name, location or address, and Project number, if any)

Ashtabula County Elevator Maintenance Service Bid #2

Project Number, if any:

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 9th day of May, 2022

Samantha Chierici
(Witness)

Samantha Chierici

KONE INC.
(Principal) Jean Torres (Seal)
(Title) Jean Torres, Attorney-in-Fact

Corinne Chapman
(Witness)

Corinne Chapman

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
(Surety) Susan A. Welsh (Seal)
(Title) Susan A. Welsh, Attorney in Fact

Exhibit A

Special Power of Attorney

KNOW ALL MEN BY THESE PRESENTS that KONE Inc., has made, constituted and appointed and by these presents does make, constitute and appoint *Susan A. Welsh, Sandra M. Winsted, Christina L. Sandoval, Jeffrey M. Leadley, Derek J. Elston, Jean Torres, Samantha Chierici, James B. McTaggart, Salena Wood, Jennifer Williams, Barbara Pannier, Sandra M. Nowak, Kristin L. Hannigan, Bartlomiej Siepierski* as its true and lawful attorneys in fact with full power to execute, seal and deliver on its behalf surety bonds and other documents of similar character issued in the course of its business and to bind the Company thereby as if such writings had been duly executed and acknowledged by its officers. This Power of Attorney shall be explicitly limited to bond requests made in writing on KONE Surety Request Form by KONE Inc.'s Law Department or any Branch Office.

IN WITNESS WHEREOF, KONE Inc. has caused each respective name to be subscribed by Divya R. Mehta, Senior Vice President and General Counsel, and its corporate seal to be affixed and attested by Joseph Kang on this 16th day of MARCH 2022.

Attest:

D Mehta

By: KONE Inc.
Divya R. Mehta
Senior Vice President and
General Counsel

Joseph Kang

By: KONE Inc.
Joseph Kang
Assistant Secretary

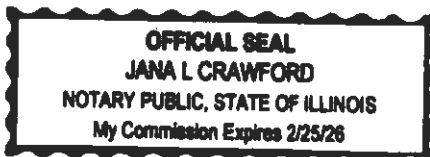
STATE OF ILLINOIS

COUNTY OF DUPAGE

On this 16th day of MARCH 2022 personally appeared before me, a Notary Public for the State of Illinois, Divya R. Mehta, Senior Vice President and General Counsel of KONE Inc., and Joseph Kang, Assistant Secretary of KONE, Inc., who each acknowledged that the foregoing is their free and voluntary act and deed on behalf of said corporation.

Jana L Crawford

Jana L. Crawford
Notary Public, State of Illinois
My Commission Expires 2/25/2026



**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Sandra M. WINSTED, Diane M. O'LEARY, Susan A. WELSH, Judith A. LUCKY-EFTIMOV, James B. MCTAGGART, Jean TORRES, Sandra M. NOWAK, Jessica B. DEMPSEY, Christina L. SANDOVAL, Nicholas KERTESZ, Corinne CHAPMAN, Roger PARAISSON, Kristine L. HANNIGAN, Samantha CHIERICI, Christopher T. MOSER of **Chicago, Illinois**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 01st day of February, A.D. 2022.



**ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 01st day of February, A.D. 2022, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 9th day of May, 2022.



MJ Pethick

By: Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
Ph: 800-626-4577

If your jurisdiction allows for electronic reporting of surety claims, please submit to: reportsfclaims@zurichna.com

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

THE FIDELITY AND DEPOSIT COMPANY

OF MARYLAND

1299 Zurich Way Schaumburg, IL 60196

Statement of Financial Condition

As Of December 31, 2021

ASSETS

Bonds.....	\$ 237,467,504
Stocks	18,985,762
Cash and Short-Term Investments	7,415,852
Reinsurance Recoverable	25,735,324
Federal Income Tax Recoverable.....	0
Other Accounts Receivable.....	24,479,233
TOTAL ADMITTED ASSETS.....	\$ 314,083,675

LIABILITIES, SURPLUS AND OTHER FUNDS

Reserve for Taxes and Expenses	\$ 378,101
Ceded Reinsurance Premiums Payable	48,876,599
Remittances and Items Unallocated	0
Payable to parents, subs and affiliates	0
Securities Lending Collateral Liability.....	0
TOTAL LIABILITIES	\$ 49,254,700
Capital Stock, Paid Up	\$ 5,000,000
Surplus.....	264,828,975
Surplus as regards Policyholders.....	264,828,975
TOTAL	\$ 314,083,675

Securities carried at \$78,561,855 in the above statement are deposited with various states as required by law.

Securities carried on the basis prescribed by the National Association of Insurance Commissioners. On the basis of market quotations for all bonds and stocks owned, the Company's total admitted assets at December 31, 2021 would be \$319,561,762 and surplus as regards policyholders \$270,307,062.

I, LAURA J. LAZARCZYK, Corporate Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company on the 31st day of December, 2021.

DocuSigned by:

Laura J. Lazarczyk

42DF6DB47137480

Corporate Secretary

State of Illinois }
City of Schaumburg } SS:

Subscribed and sworn to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg, this 15th day of March, 2022.



[Signature]

Notary Public

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 03/31/2022

Effective 04/02/2022

Expires 04/01/2023

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

FIDELITY AND DEPOSIT COMPANY OF MARYLAND, THE

of Illinois 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)

Allied Lines
Boiler & Machinery
Burglary & Theft
Commercial Auto - Liability
Commercial Auto - No Fault
Commercial Auto - Physical Damage
Credit
Earthquake
Fidelity
Financial Guaranty
Fire
Glass
Inland Marine
Multiple Peril - Commercial
Multiple Peril - Homeowners
Other Liability
Surety
Workers Compensation

FIDELITY AND DEPOSIT COMPANY OF MARYLAND, THE certified in its annual statement to this Department as of December 31, 2021 that it has admitted assets in the amount of \$314,083,675, liabilities in the amount of \$49,254,700, and surplus of at least \$264,828,975.

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

