

RESOLUTION APPROVING CONTRACT WITH DAWN, INC. FOR THE LODGE AT GENEVA-ON-THE-LAKE POOL DECK EXPANSION PROJECT, THRASHER PROJECT #101-030-10109, COMMISSIONERS OFFICE

WHEREAS, Janet Discher, Ashtabula County Administrator, has presented a Contract for the approval of the Board, to-wit:

Scope: Geneva-on-the-Lake Pool Deck Expansion Project

Provider: Dawn, Inc., 2861 Sferra Ave. NW, Warren, OH 44483

Cost: **Not to Exceed,** \$674,546.79

Term: to be the date set forth in the notice to proceed issued by the architect, with substantial completion not later than 120 days from date of commencement of the work now

THEREFORE, BE IT RESOLVED, By the Board of Commissioners of Ashtabula County, Ohio that the Contract as noted above is approved in accordance with the copy now on file in this office.

**ASHTABULA COUNTY COMMISSIONERS
CERTIFICATION PAGE**

Resolution No. 2021-73

February 09, 2021

RESOLUTION APPROVING CONTRACT WITH DAWN, INC. FOR THE LODGE AT GENEVA-ON-THE-LAKE POOL DECK EXPANSION PROJECT, THRASHER PROJECT #101-030-10109, COMMISSIONERS OFFICE

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

VOTE:

Kathryn L. Whittington

Aye

J.P. Ducro IV

Aye

Casey R. Kozlowski

Aye

CERTIFICATE OF CLERK

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



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

 **AIA** Document A101® – 2017**Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum**

AGREEMENT made as of the Twenty-second day of January in the year Two Thousand Twenty-one
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Ashtabula County Commissioners
25 West Jefferson Street
Jefferson, OH 44047
Telephone Number: 440-576-9090

and the Contractor:
(Name, legal status, address and other information)

Dawn Incorporated
2861 Sferra Ave NW
Warren, OH 44483
Telephone Number: 330-652-7711

for the following Project:
(Name, location and detailed description)

The Lodge at Geneva on the Lake Pool Deck Expansion
Ashtabula County, Ohio

The Architect:
(Name, legal status, address and other information)

The Thrasher Group, Inc.
400 3rd Street SE
Suite 309
Canton, Ohio 44702
Telephone Number: (330) 451-2042
Fax Number: (330) 451-2043

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

The parties should complete A101®-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Architect.
- Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

Int.

Not later than One Hundred Twenty (120) calendar days from the date of commencement of the Work.

By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
NA	

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Six Hundred Seventy-four Thousand Five Hundred Forty-six Dollars and Seventy-nine Cents (\$ 674,546.79), subject to additions and deductions as provided in the Contract Documents.

NOTE: Bid Unit PRICE amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern. Bids shall include sales tax and all other applicable taxes and fees.

Item #	Qty.	UNIT	DESCRIPTION	UNIT PRICE	UNIT PRICE WRITTEN IN WORDS	TOTAL PRICE
1	1	LS	MOBILIZATION	45,000	Forty-five thousand dollars	45,000
2	1	LS	GENERAL CONDITIONS	109,628	One hundred nine thousand six hundred and twenty-eight dollars	109,628
3	1	LS	STORMWATER PROTECTION			N/A
4	1	LS	CLEARING AND GRUBBING SITE DEMO	11,711	Eleven thousand seven hundred eleven dollars	11,711
5	1	LS	SELECTIVE DEMOLITION	7,375	Seven thousand three hundred seventy-five dollars	7,375
6	1	LS	ELECTRIC SERVICE	30,000	Thirty thousand dollars	30,000
7	1	LS	DATA/TELECOM	100	One hundred dollars	100

Item #	Qty.	UNIT	DESCRIPTION	UNIT PRICE	UNIT PRICE WRITTEN IN WORDS	TOTAL PRICE
8	1	LS	WATER/SEWER			N/A
9	1	LS	STORM WATER UTILITIES	15,902	Fifteen thousand nine hundred two dollars	15,902
10	1	LS	OUTDOOR PAVILION	142,085	One hundred forty-two thousand eighty-five dollars	142,085
11	1	LS	CONCRETE PATIO EXTENSION	10,389	Ten thousand three hundred eighty-nine dollars	10,389
12	1	LS	120V LIGHT POST RELOCATION	2,830	Two thousand eight hundred thirty dollars	2,830
13	1	LS	LOW VOLTAGE LIGHTING	7,850	Seven thousand eight hundred fifty dollars	7,850
14	1	LS	ALUMINUM FENCING	17,975	Seventeen thousand nine hundred seventy-five dollars	17,975
15	1	LS	LANDSCAPE PLANTINGS	4,165	Four thousand one hundred sixty-five dollars	4,165
16	1	LS	SEEDING AND MULCHING	2,754	Two thousand seven hundred fifty-four dollars	2,754
17	1	LS	OVERTHEAD DOOR #1	71,166	Seventy-one thousand one hundred sixty-six dollars	71,166

Item #	Qty.	UNIT	DESCRIPTION	UNIT PRICE	UNIT PRICE WRITTEN IN WORDS	TOTAL PRICE
18	1	LS	VIDEO TAPING	100	One hundred dollars	100

TOTAL BASE BID:

(\$ 452,030)

Four hundred fifty-two thousand thirty dollars

(Amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Init.

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User Notes:

(1212889519)

Item	Price
Add Alternate No. 2	\$133,500.00
Add Alternate No. 3	\$20,778.88
Add Alternate No. 4	\$68,237.91

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. *(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)*

Item	Price	Conditions for Acceptance
Add Alternate No. 1	\$89,795.00	

§ 4.3 Allowances, if any, included in the Contract Sum: *(Identify each allowance.)*

Item	Price
None	

§ 4.4 Unit prices, if any: *(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)*

Item	Units and Limitations	Price per Unit (\$0.00)
None		

§ 4.5 Liquidated damages, if any: *(Insert terms and conditions for liquidated damages, if any.)*

\$800.00 per calendar day

§ 4.6 Other: *(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)*

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 1st day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 1st day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment. *(Federal, state or local laws may require payment within a certain period of time.)*

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such

data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Ten Percent (10%)

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

NA

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

NA

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

NA

Init.

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner’s prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor’s responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner’s final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect’s final Certificate for Payment, or as follows:

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. *(Insert rate of interest agreed upon, if any.)*

(Paragraph deleted)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

Arbitration pursuant to Section 15.4 of AIA Document A201–2017

Litigation in a court of competent jurisdiction

Other *(Specify)*

Any unresolved disputes will be filed in the Ashtabula County Common Pleas Court.

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

Init.

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

NA

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

Janet Discher
Ashtabula County Commissioners
25 West Jefferson Street
Jefferson, OH 44047

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Tim Steffen
Dawn Incorporated
2861 Sferra Ave NW
Warren, OH 44483

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

NA

§ 8.7 Other provisions:

None

Init.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor

(Paragraphs deleted)

- .2 Drawings

Number	Title	Date
Refer to Exhibit A	Sheet Index	11/17/2020

- .3 Specifications

Section	Title	Date	Pages
Refer to Exhibit B	Index	11/17/2020	3

- .4 Addenda, if any:

Number	Date	Pages
No. 1	12/16/2020	1-2 with attachments
No. 2	12/28/2020	1-3 with attachments
No. 3	12/28/2020	1-1

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

- .5 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

- AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

- The Sustainability Plan:

Title	Date	Pages
-------	------	-------

- Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
The Thrasher Group, Inc. Supplementary General Conditions to the AIA Document A201-2017 General Conditions of the Contract for Construction			1-4

- .6 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal


Int.

requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

Exhibit C – Bid Tab dated 12/30/20

Exhibit D – Bid Clarification Email dated January 6, 2021

This Agreement entered into as of the day and year first written above.


OWNER (Signature)

Ashtabula County Commissioners
(Printed name and title)

Kathryn Whittington, President
2/9/21

CONTRACTOR (Signature)

Dawn Incorporated
(Printed name and title)

Int.

requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

Exhibit C – Bid Tab dated 12/30/20

Exhibit D – Bid Clarification Email dated January 6, 2021

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

Ashtabula County Commissioners
(Printed name and title)

**Dawn R.
Ochman**

Digitally signed by Dawn R. Ochman
DN: cn=Dawn R. Ochman, o=Dawn
Incorporated, ou,
email=dawn@dawnincorporated.co
m, c=US
Date: 2021.02.10 11:53:41 -05'00'

02/10/2021

CONTRACTOR (Signature)

Dawn Incorporated
(Printed name and title)

Received 02/09/2021

THE LODGE AT GENEVA-ON-THE-LAKE

POOL DECK EXPANSION

ASHTABULA COUNTY, OHIO

NOVEMBER 17, 2020

PROJECT DESCRIPTION
 THE PROJECT IS FOR THE POOL DECK EXPANSION AT THE LODGE AT GENEVA-ON-THE-LAKE. THE PROJECT INCLUDES THE EXPANSION OF THE POOL DECK, CHANGING OUTDOOR BASKETBALLS, GYM COURTS, AND OTHERS. THE PROJECT INCLUDES ARCHITECTURAL AND STRUCTURAL DETAILS.

SHEET INDEX

SHEET NO.	DESCRIPTION
C1.01	EXISTING SITE PLAN
C1.02	PROPOSED SITE PLAN
C1.03	PROPOSED PHASE PLAN
C1.04	PROPOSED SITE PLAN - BASE BID
C1.05	PROPOSED SITE PLAN - ALTERNATES
C1.06	PROPOSED LAYOUT PLAN
C1.07	PROPOSED OVERLAPPING PLAN
C1.08	PROPOSED UTILITY PLAN
C1.09	PROPOSED LANDSCAPE PLAN
E1.01	ELECTRICAL PLANS
E1.02	ELECTRICAL PLANS, DETAILS AND SCHEDULES
P1.01	PLUMBING PLAN, DETAILS AND SCHEDULES
A1.01	ASBESTOS ABATEMENT PLAN
D1.01	DEMOLITION PHOTOS
F1.01	FLOOR PLAN
A1.01	TYPE HYDRAULIC DOOR ELEVATIONS
A1.02	TYPE HYDRAULIC DOOR SECTION
A1.03	TYPE HYDRAULIC DOOR SECTION
S1.01	STRUCTURE DETAILS

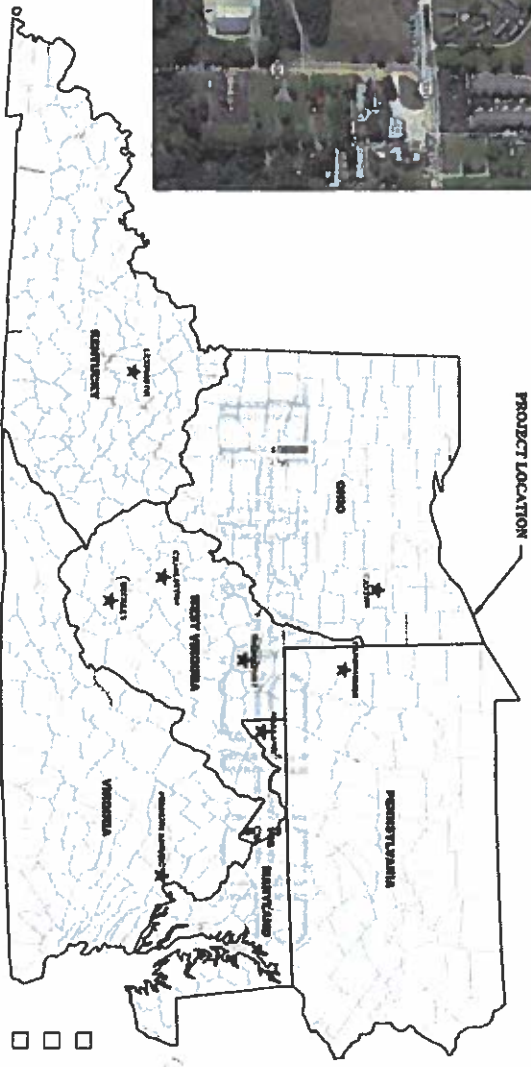
APPROVED: ASHTABULA COUNTY REPRESENTATIVE

ASHTABULA COUNTY ADMINISTRATOR
 JANET DISCHER

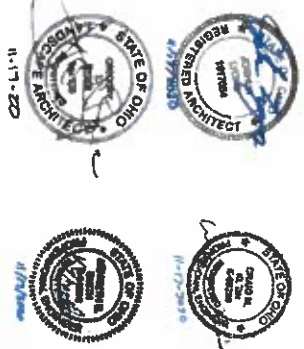
ASHTABULA COUNTY COMMISSIONERS
 CASEY R. KOZLOWSKI, PRESIDENT
 KATHRYN L. WHITTINGTON, VICE-PRESIDENT
 J.P. DICICCO, IV, COMMISSIONER



PROJECT LOCATION



PROJECT LOCATION



ISSUED FOR PERMITS DATE: _____ BY: _____
 APPROVED FOR BID DATE: _____ BY: _____
 APPROVED FOR CONSTRUCTION DATE: _____ BY: _____

THIS DOCUMENT IS THE PROPERTY OF THRASHER ENGINEERING, INC. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, WITHOUT THE WRITTEN PERMISSION OF THRASHER ENGINEERING, INC.

PHONE: (330) 451-2042 FAX: (330) 451-4311
 400 3RD ST SE SUITE 200 - CANTON, OH 44702
 WWW.THRASHERGROUP.COM

THRASHER

EXHIBIT B

FOR THE
ASHTABULA COUNTY COMMISSIONERS
ASHTABULA COUNTY, OHIO
FOR
THE LODGE AT GENEVA-ON-THE-LAKE POOL DECK EXPANSION PROJECT

- I N D E X -

BIDDING DOCUMENTS

RFB	Advertisement for Bids
AIA A701	Instructions to Bidders
BOR	Bid Opening Requirements
	Bid Opening Checklist (BOR-1)
	Certification of Receipt of Addenda (BOR-2)
	Bid Bond AIA 310-2010 (BOR-3)
	Equal Opportunity Employment Form (BOR-4)
	Contractor/Manufacturer/Vendor Affidavit (BOR-5)
	of Compliance with ORC Section 5719.042
	Affidavit on Non-Collusion (BOR-6)
	Sub-Contractor List (BOR-7)
	Bidder Qualifications (BOR-8)
	Bidder's Affidavit: Foreign Corporation (BOR-9)
	Proof of Coverage under Ohio Workman's Compensation (BOR-10)
	Proof of Drug-Free Workplace Program (BOR-11)
BID	Bid Form
AIA A305	Qualification Statement
AIA A101	Standard Form of Agreement between Owner and Contract
AIA A312	Performance and Payment Bonds
AIA G701	Change Order
AIA G702/G703	Application and Certificate for Payment
AIA G704	Certificate of Substantial Completion
AIA G706	Contractor's Affidavit of Payment of Debts and Claims
AIA G706A	Contractor's Affidavit of Release of Liens

AIA G707 Consent of Surety to Final Payment

AIA G707A Consent of Surety to Reduction in or Partial Release of Retainage

AIA G716 Request for Information

AIA 201 General Conditions

The Thrasher Group, Inc. Modification & Supplements to AIA A201
Affidavit of Compliance - Prevailing Wage Rates – State of Ohio

SPECIFICATIONS

011000 Summary

012500 Substitution Procedures

012600 Contract Modification Procedures

012900 Payment Procedures

013100 Project Management and Coordination

013216 Construction Progress Schedule

013233 Photographic Documentation

013300 Submittal Procedures

013516 Alteration Project Procedures

014000 Quality Requirements

014200 References

015000 Temporary Facility and Controls

016000 Product Requirements

017300 Execution

017700 Closeout Procedures

017823 Operation and Maintenance Data

017839	Project Record Documents
017900	Demonstration and Training
024119	Selective Demolition
080000	Hydraulic Door Design
084413	Glazed Aluminum Curtain Walls
088000	Glazing
092900	Gypsum Board
099123	Interior Painting
	Dry Pipe Fire Sprinkler System

Lodge at Geneva-on-the-Lake Pool Deck Expansion Project

Bidders						Total	
	Lump Base Bid	Alt. 1	Alt. 2	Alt. 3	Alt. 4		
Towne Center Construction LLC 7868 Olde Eight Rd. Northfield, OH 44067	\$ 526,100.00	\$ 87,000.00	\$ 205,300.00	\$ 16,500.00	\$ 56,000.00	\$ 890,900.00	Bid Bond
The Accorp dba JCI Contractors 529 W. Prospect Rd. Ashtabula, OH 44004	\$ 501,000.00	\$ 99,900.00	\$ 174,160.00	\$ 19,600.00	\$ 81,020.00	\$ 875,680.00	Bid Bond
* award to Dawn, Inc. Dawn Inc 2861 Sfera Ave NW Warren, OH 44483	\$ 452,030.00	\$ 89,800.00	\$ 133,500.00	\$ 20,778.88	\$ 68,237.91	\$ 764,341.79	Bid Bond
B & B Contractors & Developers, Inc. 531 Belmont Ave., #A Youngstown, OH 44505	\$ 465,000.00	\$ 126,000.00	\$ 202,000.00	\$ 15,000.00	\$ 57,500.00	\$ 865,500.00	Bid Bond
Hughes Roller Building Co. 1713 E. 51st St, Unit A Ashtabula, OH 44004	\$ 497,304.00	\$ 98,986.00	\$ 225,851.00	\$ 21,742.00	\$ 81,428.00	\$ 925,311.00	Bid Bond

EXHIBIT D

From: Tim Steffen

To: Gregory Byrer

Cc: Ashley Lyons; Steven Hamit; Dawn Ochman; Ashley Swibas

Subject: RE: The Lodge at Geneva-on-the-Lake - Bid Submittal

Date: Wednesday, January 6, 2021 3:02:24 PM

CAUTION: External E-mail

Greg,

Thank you for reaching out to me concerning our bid and providing the opportunity to clarify certain items.

Regarding the missing line item amounts in our Base Bid, item #3 Stormwater Protection is included in our Line Item #4. Item #8 Water/Sewer, is included in our Item #9.

Regarding the missing line item amounts in our Alternate Bid #2, Stormwater Protection, Clearing and Grubbing, Grading and Earthwork and Raise Fire Hydrant are all included in our Storm Sewer line item.

Regarding the missing line item amounts in our Alternate Bid #4, Stormwater Protection, is included in our Clearing and Grubbing line item.

There will be no change orders for these items for work that is included in the Project Documents.

Concerning the discrepancy with the amount of our Base Bid, I can confirm an irregular clerical error was made in our mobilization line item. That line item should read \$18,000 and our correct bid amount is \$452,030, as entered in words on the Total Base Bid line.

We are excited at the opportunity to perform this work and look forward to the next steps in the evaluation/award process.

Thank you,

Tim

From: Gregory Byrer <gbyrer@thethrashergroup.com>

Sent: Tuesday, January 5, 2021 4:06 PM

To: Tim Steffen <tim.steffen@dawnincorporated.com>

Cc: Ashley Lyons <alyons@thethrashergroup.com>; Steven Hamit <shamit@thethrashergroup.com>

Subject: The Lodge at Geneva-on-the-Lake - Bid Submittal

Tim,

Upon review of the bid submittal from Dawn Inc., there were a couple items we discovered.

Signature Page

Agreement Title: Agreement with Dawn, Inc. for pool expansion project

Approved as to Legal Form Only:

By: 
Colleen O'Toole,
Ashtabula County Prosecutor

Dated: Feb 4, 2021

