

RESOLUTION APPROVING CONTRACT WITH SMOLEN ENGINEERING, LTD., FOR PROFESSIONAL DESIGN SERVICES FOR FLOOR COVERING REPLACEMENT PROJECT – SEL 1988

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

PROVIDER: Smolen Engineering, Lt., 1876 SR 46 North, Jefferson, OH 44047

SCOPE: Provide professional design services to design the specifications and replacement of various floor surfaces in various buildings and spaces in the Ashtabula County Courthouse complex

COST: **Not to Exceed, \$15,500**

TERM: Beginning upon signing through project completion estimated to be December 31, 2021

WHEREAS, this Board of Commissioners concurs with the recommendation of the County Administrator and 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 noted above is approved in accordance with the copy now on file in this office.

**ASHTABULA COUNTY COMMISSIONERS
CERTIFICATION PAGE**

Resolution No. 2021-183

May 04, 2021

RESOLUTION APPROVING CONTRACT WITH SMOLEN ENGINEERING, LTD., FOR PROFESSIONAL DESIGN SERVICES FOR FLOOR COVERING REPLACEMENT PROJECT – SEL 1988

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

VOTE:

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

CERTIFICATE OF CLERK

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



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

April 12, 2021

Ms. Janet Discher, Administrator
Ashtabula County Board of Commissioners
25 W. Jefferson Street
Jefferson, Ohio 44047

**RE: Proposal for Professional Design Services
Floor Covering Replacement in Various County Owned Buildings Project- SEL 1988**

Dear Ms. Discher,

Smolen Engineering Ltd. (SEL) is pleased to submit this Proposal to provide professional design services to the Ashtabula County Commissioners to design the specifications and replacement of various worn floor surfaces in various buildings and spaces in the Ashtabula County Courthouse Complex including but not limited to Justice Building "A", Building "B", Building "C" and the Old Courthouse Building containing the Commissioners Administrative Offices.

This Proposal has been prepared to set forth the specific professional services SEL will provide the Ashtabula County Commissioners for the above referenced project.

Scope of Services

The Ashtabula County Commissioners have decided that with the availability of some funding, that some of the well-worn floor surfaces in various spaces throughout the Courthouse and Administrative complex should receive new more durable replacements. Some of these areas are constantly being used and as a result show wear and damage and are getting harder to maintain. Because of the impact of this project, and disruption to some services, as well as funding sources, this project is anticipated to last into calendar year 2022 before completion. Some of the spaces included are public areas and corridors in A-wing, B-wing, and in various locations in C-wing. Other areas intended to be included are located in the Old Courthouse Building.

Any work, such as revisions and alternate designs requested by the owner after the authorizations to proceed, alternate designs or details required by contractor error, or unexpected existing conditions will be billed as services beyond this Scope of Services.

SEL will perform the following general Scope of Services:

- Field visits to formulate project approach, as deemed necessary by SEL; and

Part 1: Documentation-SEL will document as necessary the affected areas and produce plans that will be used as the basis of generating Specification and Bidding Documents

Part 2: Specifications and Plans-SEL will work with various product suppliers to provide samples and assist the Commissioners in choosing appropriate replacement materials that will then be incorporated into bidding documents.

Part 3: Bidding – SEL will assist the Ashtabula County Commissioners Office in publicly bidding the flooring replacement project, will assist in all matters related to bidding, and assist in providing contracts between the Commissioners Office and the successful Bidder.

Part 4: Construction Administration – SEL will assist the Ashtabula County Commissioners during the construction process by attending meetings, serving as a liaison between the Commissioners and the successful contractors, and assist in preparing pay applications and all matters related to construction administration.

Client Responsibility

We require the following for performance of our services:

- The identity of other consultants on the project and the scope of their services
- Hazardous materials Testing and Documentation is not part of the scope of this proposal
- Reimbursement of the following expenses:
 - All printing costs for documents or drawings not included in the Scope of Services of this agreement
 - Delivery costs for same day or special overnight couriers
- A fee of: **\$15,500**

Part 1: Documentation	\$	Included
Part 2: Specifications and Plans	\$	Included
Part 3: Bidding Services	\$	Included
Part 4: Construction and Administration	\$	Included

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Terms

Our fees will be billed monthly based on the percentage of the Scope of Services completed.

If the project is suspended or abandoned in whole or in part for more than three months, we shall be compensated for all services performed prior to receipt of notice from you of such suspension or abandonment. The portion of each phase or part of the project considered completed will be determined by SEL. If the project is resumed after being suspended for more than three months, our compensation shall be equitably adjusted.

SEL carries \$1,000,000 dollars in General Liability Insurance and will provide a copy to the Ashtabula County Commissioners Office upon request.

The parties intend that an independent Consultant/County relationship will be created by this Contract. The County is interested only in the results to be achieved, and the conduct and control of the work will lie solely with SEL. SEL is not considered to be an agent or employee of Ashtabula County for any purpose, and the employees of SEL are not entitled to any benefits that Ashtabula County provides for its employees. It is understood that Ashtabula County does not agree to use SEL exclusively. It is further understood that SEL is free to contract for similar services for others while it is under contract with Ashtabula County.

The standard of care for all professional engineering and related services performed or furnished by SEL under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. SEL makes no warranties, express or implied, under this Agreement or otherwise, in connection with SEL's services.

Ashtabula County Commissioners shall not be responsible for discovering deficiencies in the technical accuracy of SEL's services. SEL shall correct any such deficiencies in technical accuracy without additional compensation except to the extent such corrective action is directly attributable to deficiencies in Owner furnished information.

SEL may employ such Consultants as SEL deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by the Ashtabula County Commissioners.

SEL shall not be required to sign any documents, no matter by whom requested, that would result in SEL having to certify, guarantee, or warrant the existence of conditions whose existence SEL cannot ascertain. Ashtabula County Commissioners agrees not to make resolution of any dispute with SEL or payment of any amount due to SEL in any way contingent upon SEL signing any such documents.

SEL shall not at any time supervise, direct, or have control over Contractor's work, nor shall SEL have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by the Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.

SEL is an equal opportunity employer and does not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

SEL neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

SEL shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier or of any of their agents or employees or of any other persons (except SEL's own employees and its Consultants) at the Site or otherwise furnishing or performing any Work; or for any decision made on

Ms. Janet Discher, Administrator
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interpretations or clarifications of the Contract Documents given by the Ashtabula County Commissioners without consultation and advice of SEL.

Should a dispute arise between SEL and the Ashtabula County Commissioners, this contract shall be governed by the laws of the State of Ohio. Jurisdiction shall be in the Court of Common Pleas, Ashtabula County, State of Ohio.

All documents are instruments of service in respect to this Project, and SEL shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of SEL) whether or not the Project is completed. Ashtabula County Commissioners shall not rely in any way on any Document unless it is in printed form, signed or sealed by the SEL or one of its Consultants.

Ashtabula County Commissioners may make and retain copies of Documents for information and reference in connection with use on the Project. SEL grants Ashtabula County Commissioners a license to use the Documents on the Project, extensions of the Project, and other projects of the Ashtabula County Commissioners, subject to the following limitations: (1) Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by SEL, or for use or reuse by Owner or others on extensions of the Project or on any other project without written verification or adaptation by SEL; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by SEL, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to SEL or to SEL's Consultants; (3) such limited license to Owner shall not create any rights in third parties.

It is recognized this Contract represents mutual intentions on this date, but things change. Therefore, this Agreement can be modified by either party in writing with a 14-day notice and can be terminated by either party in writing within a 14-day notice.

We trust that you will find this proposal in accordance with all your requirements and expectations. This offer of services is open for 90 days. If you approve of the above terms, please signify by signing and returning one copy to us for our files.

Sincerely,



John W. Smolen, P.E., P.S.
Principal Engineer
Smolen Engineering Ltd.

Accepted this 4th day of May, 2021

Client/Company Name: Ashtabula County Commissioners

By:  _____

Title: President _____

FISCAL OFFICER'S CERTIFICATE
5705.41 O.R.C.

The undersigned, County Auditor of Ashtabula County, hereby certifies that the amount required to meet the obligations of the County during the year 2021 under the Agreement has been lawfully appropriated for that purpose, and is in the Treasury of the County or in the process of collection and free from any previous encumbrances to the credit of:

4002.001.100-603; not to exceed \$15,500.00.

Agreement Title: RESOLUTION APPROVING CONTRACT WITH SMOLEN ENGINEERING, LTD., FOR PROFESSIONAL DESIGN SERVICES FOR FLOOR COVERING REPLACEMENT PROJECT – SEL 1988



**David Thomas, Ashtabula County
Auditor**

Date: May 03, 2021