

RESOLUTION APPROVING CONTRACT WITH KLINGINSMITH ENTERPRISES AND ASHTABULA COUNTY FOR THE GENEVA STATE PARK LODGE EMERGENCY WATER MAIN REPLACEMENT PROJECT, ACDES

WHEREAS, on August 10, 2023 by Resolution Number 2023-407 an emergency was declared due to deterioration and a waterline break at the Lodge and Conference Center at Geneva on the Lake; and

WHEREAS, Doug Starkey, Director of the Ashtabula County Department of Environmental Services, has presented a Contract for the approval of the Board, to-wit:

PARTIES: Ashtabula County Department of Environmental Services, 36 W. Walnut St., Jefferson, OH 44047.
Ashtabula County Commissioners, 25 West Jefferson St., Jefferson, OH 44047
Klinginsmith Enterprises, Inc. P.O. Box 5135, 12984 Sportsman Rd Conneaut Lake, Pennsylvania 16316.

SCOPE: Klinginsmith to install a new 12 inch horizontally drilled watermain to replace a failed cast iron main between the existing 12 inch main on SR 534 and the Geneva Lodge. The new main will be tied into the existing main with a 12 x 12 inch Tapping Sleeve and Valve. The new main will tie into existing mains for the Cottages, the Pool, the Lodge and a Fire Lead for the SW side of the Lodge and an existing Fire Hydrant.

COST: Not to Exceed, \$116,752.00

TERM: Starting retroactive to August 31, 2023 with substantial completion by March 31, 2024 and site restoration by May 10, 2024

WHEREAS, this Board of Commissioners concurs with the recommendation of the Director 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. 2023-469

September 19, 2023

RESOLUTION APPROVING CONTRACT WITH KLINGINSMITH ENTERPRISES AND ASHTABULA COUNTY FOR THE GENEVA STATE PARK LODGE EMERGENCY WATER MAIN REPLACEMENT PROJECT, ACDES

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

VOTE:

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

**Aye
Aye
Aye**

CERTIFICATE OF CLERK

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



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

**Geneva State Park Lodge
Emergency Water Main Replacement**

Scope of Work

This project is to install a new 12 inch horizontally drilled watermain to replace a failed cast iron main between the existing 12 inch main on SR 534 and the Lodge. The new main will be tied into the existing main with a 12 X 12 inch Tapping Sleeve and Valve. The new main will tie into existing mains for the Cottages, the Pool, the Lodge, & a Fire Lead for the SW side of the Lodge and an existing Fire Hydrant.

The installation of the main will be installed for \$110,252.00, plus the Performance Payment Bond of \$3,500.00 plus an Allowance of \$3,000.00 for footage of pipe for the tie-ins at \$22.00 per foot for 6" pipe and \$30.00 for 8" pipe for a total estimated cost of \$116,752.00.

Contractor:
Klinginsmith Enterprises, Inc.
12984 Sportsman Road
P.O. Box 5135
Conneaut Lake, PA 16316

Ph 814-382-4818



Klingensmith Enterprises, Inc.



Utility Line Contracting - Water & Sewer
Petroleum / Environmental Services
Site Development - Excavating & Construction

Proposal to: Ashtabula County Dept. of Environmental Services.
36 W. Walnut Street. Jefferson, Ohio 44047

Quote # QA081823

Attention: Ed Spoor.

Geneva Lodge. Pipe replacement.

| | |
|-------------------|------------------------------------|
| 10" Option | Labor \$48,150.00 |
| | Restoration \$5,400.00 |
| | <u>Material \$42,000.00</u> |
| | Total \$95,550.00 |

| | |
|-------------------|------------------------------------|
| 12" Option | Labor \$48,150.00 |
| | Restoration \$5,400.00 |
| | Material <u>\$47,562.00</u> |
| | Total \$101,112.00 |

| | |
|-------------------|------------------------------------|
| 14" Option | Labor \$69,650.00 |
| | Restoration \$5,400.00 |
| | Material <u>\$85,750.00</u> |
| | Total \$160,700.00 |

6" and 8" pipe by the ft. Due to unknown lengths.

6" per ft. \$22.00

8" per ft. \$30.00

Asphalt repair by others.

*12" Valve + tap sleeve LABOR
4,300 + 2,340 + 2,500
\$9,140 ONLY IF OPTION 12" & 14" IS USED*

Dan Dawson cell 216-789-9565
Klingensmith Enterprises, Inc.
P.O. Box 5135 12984 Sportsman Road
Conneaut Lake, Pa 16316
Ph. 814-382-4818
Fx. 814-382-2377

August 18, 2023

NOTICE OF AWARD

TO: Klinginsmith Enterprises, Inc.
P.O. Box 5135, 12984 Sportsman Road
Conneaut Lake, Pennsylvania 16316

PROJECT: Geneva State Park Lodge Emergency Water Main Replacement

You are notified that your Quote #QA081823 has been accepted for items in the amount of \$116,752.00 at the unit prices as reflected therein and as tabulated below:

| 12" Watermain Replacement | |
|---------------------------|---|
| \$ 48,150.00 | Labor |
| \$ 5,400.00 | Restoration |
| \$ 47,562.00 | Material |
| \$ 9,140.00 | 12" Tapping Sleeve & Valve |
| \$ 3,000.00 | Allowance for footage of pipe for the tie-ins at \$22.00 per foot for 6" pipe and \$30.00 for 8" pipe |
| <u>\$ 3,500.00</u> | Performance/Payment (Contract) Bond |
| \$ 116,752.00 | Total |

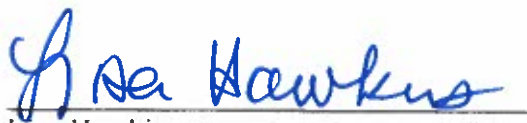
You are required to execute the Agreement and furnish the required Performance/Payment (Contract) Bond, Certificates of Insurance, and other documents within 10 calendar days from the date of receipt of this Notice.

The Owner will return to you one (1) fully signed set of the contract documents.

ACKNOWLEDGMENT OF AWARD

ASHTABULA COUNTY COMMISSIONERS

KLINGINSMITH ENTERPRISES, INC.



Lisa Hawkins
County Clerk of the Commissioners



Daniel Dawson
Vice President

CONTRACT

GENEVA STATE PARK LODGE EMERGENCY WATER MAIN REPLACEMENT

THIS AGREEMENT, made and entered into at Jefferson, Ohio, this 19th day of September, 2023, by and between the Ashtabula County Board of Commissioners, Ohio and Klinginsmith Enterprises, Inc.

WITNESSETH: That the said CONTRACTOR has agreed and by this presents does agree with the OWNER for the consideration hereinafter mentioned and contained, and under penalty expressed in a bond given with these presents, and herein contained or hereunto annexed, to furnish at his own cost and expense, all the necessary tools, equipment, materials, labor, and tests in an expeditious, substantial and workmanlike manner, the equipment and appurtenances herein contemplated, commencing work within 20 days from the date of the Notice to Proceed and executing the work within the time and in the manner specified and in conformity with the requirements set forth in this Contract.

The following form essential parts of the Contract (may vary with project).

1. Scope of Work
2. Quote #QA081823
3. Contract Forms and Exhibits
4. Contract Bond – ORC 153.57
5. General Conditions - EJCDC
6. Supplementary Conditions
7. Specifications – Ashtabula County Waterline Standards
8. Prevailing Wage Rate Schedule – Ohio, Ashtabula County

The CONTRACTOR agrees and understands that the work on this contract shall be subject to the acceptance of the OWNER based upon and in accordance with the contract specifications and contract plans and drawings on file in the office of the OWNER.

The Contractor agrees that each individual employed by the Contractor or any Subcontractor and engaged in work on the project under this contract shall be paid by prevailing wage established by the Department of Industrial Relations of the State of Ohio as detailed in the attached Wage Rate Schedule. This shall occur regardless of any contractual relationship which may be said to exist between the Contractor or any Subcontractor and such individual.

The CONTRACTOR shall proceed with the said work in a prompt and diligent manner and shall do the several parts thereof, at such times and in such order as the OWNER may direct. Further he shall complete the whole of said work in accordance with the specifications and contract drawings to the satisfaction of the OWNER on or before the time stated, and in default of completion within the time as fixed, the CONTRACTOR shall pay to the OWNER as liquidated damages, an amount equal to \$100.00 Per Day, for each and every day (Sundays and legal holidays excepted) the completion of the work may be delayed beyond the date fixed in the manner and as stipulated.

It is hereby mutually agreed that the OWNER is to pay and the CONTRACTOR is to receive, as full compensation for furnishing all materials and labor in building, constructing and testing and in all respect completing the herein described work and appurtenances in the manner and under the conditions herein specified, the prices stipulated in the proposal herein contained or hereto annexed and the total contract sum is \$116,752.00.

This Contract shall be in full force and effect from the date of execution by the parties.

IN WITNESS WHEREOF: The parties hereunto affixed their signature the day and year first mentioned above.

KLINGINSMITH ENTERPRISES, INC.

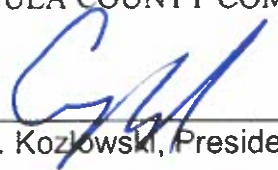


Daniel Dawson, Vice President



Witness

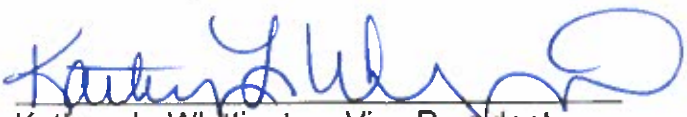
ASHTABULA COUNTY COMMISSIONERS



Casey R. Kozlowski, President



Witness



Kathryn L. Whittington, Vice President



J.P. Ducro IV

**THE CONTRACTOR SHALL FURNISH THE FOLLOWING ITEMS
WITHIN 10 DAYS OF NOTIFICATION OF AWARD:**

- A) **CERTIFICATE OF INSURANCE FOR
CONTRACTOR'S PUBLIC LIABILITY INSURANCE POLICY
(with Ashtabula County named as Additionally Insured)**

- B) **CERTIFICATE OF WORKER'S COMPENSATION**

- C) **CONTRACT BOND THAT COMPLIES WITH ORC 153.54 AND 153.57**

DELINQUENT PERSONAL PROPERTY STATEMENT

Klinginsmith Enterprises, Inc., having been awarded a contract by the Ashtabula County Board of Commissioners, Ohio, hereby affirms under oath, pursuant to Ohio Revised Code Section 5719.042, that at the time the quote was submitted, my company was ~~was not~~ charged with delinquent personal property taxes on the General Tax List of Personal Property for Ashtabula County, Ohio.

If such charge for delinquent personal property tax exists on the General Tax List of Personal Property for Ashtabula County, Ohio, the amount of such due and unpaid delinquent taxes, including due and unpaid penalties and interest shall be set forth below.

A copy of this statement shall be transmitted by the Taxing District's Fiscal Officer to the County Treasurer within thirty days of the date it is submitted. A copy of this statement shall also be incorporated into the Contract made between Ashtabula County Board of Commissioners, Ohio, and Klinginsmith Enterprises, Inc., and no payment shall be made with respect to any Contract unless such statement has been so incorporated as a part thereof.

| | |
|----------------------------------|-------------|
| Delinquent Personal Property Tax | \$ <u>0</u> |
| Penalties | \$ <u>0</u> |
| Interest | \$ <u>0</u> |

KLINGINSMITH ENTERPRISES, INC.



Daniel Dawson, Vice President

AFFIDAVIT

OF COMPLIANCE WITH OHIO REVISED CODE SECTION 3517.13

STATE OF ~~OHIO~~ Pennsylvania

COUNTY OF Crawford

Daniel Dawson being duly sworn deposes and states as follows:

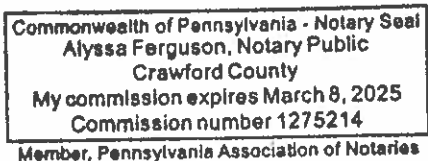
- 1. I am duly authorized to make the statements contained herein on behalf of Klingensmith Enterprises, Inc. ("the Contracting Party").
- 2. The Contracting Party is a/an (select one):
 - Individual, partnership, or other unincorporated business association (including without limitation, a professional association organized under Ohio Revised Code Chapter 1787), estate, or trust
 - Corporation organized and existing under the laws of the State of PA
 - Labor organization
- 3. I hereby affirm that the Contracting Party and each of the individuals specified in R.C. 3517.13(I) (with respect to non-corporate entities and labor organizations) or R.C. 3517.13(J) (with respect to corporations) are in full compliance with the political contribution limitations set forth in R.C. 3517.13(I) and (J), as applicable.
- 4. I understand that a false representation on this certification will incur penalties pursuant to 3517.992(R).

Affiant further sayeth naught.

By: Daniel Dawson

Title: Vice President

SWORN TO BEFORE ME and subscribed in my presence this 14th day of September, 2023.



Alyssa Ferguson
 Notary Public
 My commission expires: March 8, 2025

AGREEMENT FOR ESCROW ACCOUNT

(1) This agreement is entered into between Ashtabula County Commissioners and _____, Contractor, for the _____.

Funds due for the payment in the amount of \$ _____, which is 8% of 50% of the total work to be completed under the contract, shall be deposited in a savings account in Andover Bank, 150 North Chestnut Street, P.O. Box 405, Jefferson, Ohio 44047, who shall be the Escrow Agent. The account shall be in the name of Ashtabula County Commissioners and _____ Contractor. Said funds are to be deposited upon a receipt of an approved application for payment showing the amount due for payment and the amount to be retained.

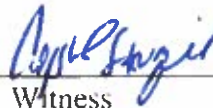
The savings account shall earn interest at the current passbook rate. There are no escrow fees to be charged.

The Escrow Agent shall hold the escrowed principal and interest until the receipt of notice from the state or county and contractor that the project is substantially completed and occupied, or in use, or has been accepted; or until receipt of an arbitration order or an order of the court of claims specifying the amount of the escrow to be released and the person to whom it is to be released. Upon receipt of the notice or order, the agent shall promptly release the retained principal and interest and pay it to the contractor. A notice releasing said retained principal and interest will be issued to the Escrow Agent by the County and the Contractor.

ASHTABULA COUNTY COMMISSIONERS

Not Applicable – Contractor Signed Escrow Waiver

Casey R. Kozłowski, President



Witness

Not Applicable – Contractor Signed Escrow Waiver


Kathryn L. Whittington, Vice President



J.P. Ducro IV

KLINGINSMITH ENTERPRISES, INC.

Not Applicable – Contractor Signed Escrow Waiver



Daniel Dawson, Vice President



Witness

Date

ESCROW WAIVER

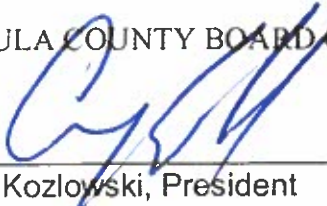
In accordance with a certain Contract between the Ashtabula County Board of Commissioners, Ohio, (hereinafter referred to as "the Owner") and Klinginsmith Enterprises, Inc., (hereinafter referred to as "the Contractor") it is mutually agreed by and between the parties hereto that because of the short-term duration of the within contract, no escrow account will be established pursuant to Sections 153.13, 153.14 and 153.63 of the Ohio Revised Code nor shall any interest be paid on any retainage.

KLINGINSMITH ENTERPRISES, INC.




Daniel Dawson, Vice President

ASHTABULA COUNTY BOARD OF COMMISSIONERS



Casey R. Kozlowski, President



Witness



Kathryn L. Whittington, Vice President



J.P. Ducro IV

NOTICE TO PROCEED

Project: Geneva State Park Lodge Emergency Water Main Replacement

Owner: Ashtabula County Board of Commissioners
25 West Jefferson Street, Bldg. E
Jefferson, Ohio 44047

To: Klinginsmith Enterprises, Inc.
P.O. Box 5135, 12984 Sportsman Road
Conneaut Lake, Pennsylvania 16316

Date: 9-14-23

You are hereby notified to commence work in accordance with the Contract. All work shall be completed by December 31, 2023.

ASHTABULA COUNTY BOARD OF COMMISSIONERS



Casey R. Kozlowski, President


REV. 01/22

Signature Page

Agreement Title: Geneva State Park Water Main Replacement Project

There was a water line break in the (new) parking lot at the Geneva Lodge – they are afraid it's going to break again because the pipes are old. Because they can't disturb the parking lot, they need to bore underneath. Normally, this would go out for bid but this is an emergency circumstance.

Approved as to Legal Form Only:

By: 

Colleen M. O'Toole,
Ashtabula County Prosecutor

Contact: Lisa Hawkins, Clerk

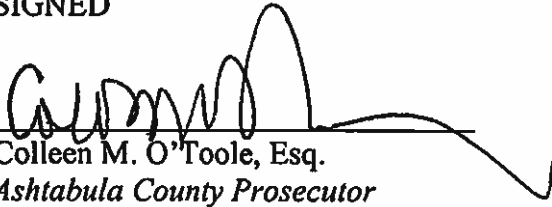
Dated: _____, 2023

APPROVED AS TO FORM:

RE: an agreement with Klinginsmith Enterprises, Inc. for Geneva State Park Lodge Emergency Water Main Replacement project.

Approved as to Legal Form Only:

SIGNED



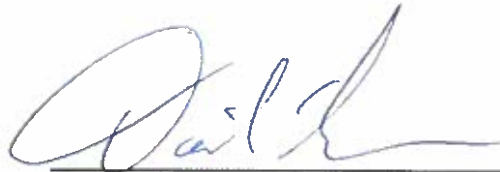
Colleen M. O'Toole, Esq.
Ashtabula County Prosecutor

Date

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 2023 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: **6004.001.422-602 Geneva State Park Lodge Grant contract repairs in the amount of \$116,752** and is free from encumbrances.

Agreement Title: Geneva State Park Water Main Replacement Project



David Thomas
Ashtabula County Auditor

Date: _____

9/14/23