

RESOLUTION APPROVING CONTRACT WITH B.S.E. ELECTRICAL CONTRACTORS, INC. FOR THE INSTALLATION OF A GENERATOR AND RELATED FACILITIES, BOARD OF ELECTIONS

WHEREAS, John Mead, Ashtabula County Board of Elections Director, has presented a Contract for the approval of the Board, to-wit:

Scope: installation of a generator and related facilities at the Board of Elections building located at 8 West Walnut St., Jefferson, OH 44047

Provider: B.S.E. Electrical Contractors, Inc., 600 State Road, Ashtabula, OH 44004

Cost: **Not to Exceed, \$54,206.00**

Term: work to begin May 11, 2021 and be completed by September 30, 2021; 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. 2021-195

May 11, 2021

RESOLUTION APPROVING CONTRACT WITH B.S.E. ELECTRICAL CONTRACTORS, INC. FOR THE INSTALLATION OF A GENERATOR AND RELATED FACILITIES, BOARD OF ELECTIONS

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

VOTE:

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

**Absent
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

CONTRACT

THIS AGREEMENT is made and entered into this 11th day of May, 2021, by and between Ashtabula County Board of Elections, by and through the Ashtabula Board of County Commissioners (hereinafter called "Owner" or "County"), and B.S.E. Electrical Contractors, Inc. (hereinafter called "Contractor"), for the Project known as: BOE Generator

The Owner's Representative (OR) is John Mead, Ashtabula County Board of Elections Director.

The Owner and Contractor agree as follows:

ARTICLE 1 - THE WORK

The Contractor shall complete all the work on BOE Generator as specified in the Bid Specifications issued on February 11, 2021 (attached hereto and incorporated herein). The Work is generally described as installation of a generator and related facilities at the BOE building at 8 West Walnut Street, Jefferson, Ohio.

ARTICLE 2 - TIME OF COMMENCEMENT AND COMPLETION

2.1 The Work to be performed under this Contract shall be commenced upon receipt of a Notice to Proceed and completed by 9/30/2021. Start date is anticipated to be on or about 5/11/2021.

2.2 Except as otherwise required for the safety or protection of persons or the Work or property at the Work Site or adjacent thereto, all Work at the Site shall be performed between the hours of 9AM and 4PM, Monday through Friday, unless otherwise provided in writing by Owner or OR, such consent not to be unreasonably withheld.

ARTICLE 3 - CONTRACT AMOUNT AND BASIS

Within 30 days of acceptance of work by Owner, Owner shall pay the Contractor the amount of \$54,206.00 for the satisfactory performance of the Work, subject to additions and deductions by Change Order as provided in the General Conditions, the following:

See letter added costs

The Owner states, pursuant to Ohio Revised Code, that the amount of money appropriated for this Contract is equal to or in excess of the contract amount set forth in this Contract. A fiscal officer's certification is attached hereto and made a part hereof.

Pursuant to Ohio Revised Code, the Owner shall not issue any change order or other directive requiring additional compensable work to be performed under this Contract, which work causes the aggregate amount payable under the contract to exceed the appropriated amount for the original contract, unless the Contractor is given written assurance by the Owner that lawful appropriations to cover the costs of the additional work have been made or unless such work is covered under a remedy granting provision in the Contract.

ARTICLE 4 - CONTRACT DOCUMENTS

4.1 The Contract Documents include:

- THIS CONTRACT AGREEMENT
- BID SPECIFICATIONS DATED February 11, 2021

- **CERTIFICATE OF INSURANCE FOR CONTRACTOR'S PUBLIC LIABILITY INSURANCE POLICY NAMING OWNER ADDITIONAL INSURED**
- **CERTIFICATE OF WORKER'S COMPENSATION**
- **CERTIFIED SEARCH FOR UNRESOLVED FINDINGS FOR RECOVERY/DEBARRED CONTRACTORS LIST**
- **CONTRACTOR'S BID PROPOSAL**
- **OWNER RESOLUTION APPROVING THE CONTRACT**
- **FISCAL OFFICER CERTIFICATE**
- **OHIO TAX EXEMPTION FORM**
- **NOTICE TO PROCEED**

4.2 The aforementioned documents form the Contract and what is required by any one shall be as binding as if required by all. The intention of the Contract Documents is to include all labor, materials, equipment and other items necessary for the proper execution and completion of the Work and the terms and conditions of payment therefore, and also to include all Work which may be reasonably inferable from the Contract Documents as being necessary to produce the intended results.

4.3 Two copies of the Contract Documents shall be signed by the Owner and the Contractor. By executing the Contract, the Contractor represents that he has visited the site and familiarized himself with the local conditions under which the Work is to be performed.

4.4 The term Work as used in the Contract Documents includes all labor necessary to produce the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in such construction.

4.5 In the event that any of the covenants or provisions of this Contract shall conflict with any of the provisions of the Bid Specifications or the Contractor's bid proposal, then this Contract shall control and shall be the governing document. In the event that the Bid Specifications conflict with the Contractor's proposal then the Bid Specifications shall control, it being the intent that the work under the project is defined in this Contract and the Bid Specifications.

ARTICLE 5 - OWNER'S REPRESENTATIVE (OR)

5.1 The OR will provide general administration of the Contract and will be the Owner's representative during construction and until issuance of the final Certificate for Payment.

5.2 The OR or his agent shall at all times have access to the Work wherever it is in preparation and progress.

5.3 The OR or his agent may make periodic visits to the site to determine in general if the Work is proceeding in accordance with the Contract Documents. On the basis of on-site observations, the OR will keep the Owner informed of the progress of the Work, and will endeavor to guard the owner against defects and deficiencies in the Work of the Contractor. The OR will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The OR will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

5.4 Based on such observations the OR will determine the amounts owing to the Contractor and make such recommendation to Owner.

5.5 The OR will be, in the first instance, the interpreter of the requirements of the Contract Documents. The OR will make decisions on all claims and disputes between the Owner and the Contractor.

5.6 The OR will have authority to reject Work not conforming to the Contract Documents.

ARTICLE 6 - OWNER

6.1 The Owner has secured all necessary temporary easements or real property acquisitions necessary for the Project and shall advise Contractor of the boundaries of Owner's easements or property.

6.2 The Owner shall issue all instructions to the Contractor through the OR.

ARTICLE 7 - CONTRACTOR

7.1 The Contractor shall perform the work as an Independent Contractor pursuant to this Agreement.

7.2 The Contractor shall supervise and direct the Work, using Contractor's best skill and attention. The Contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract.

7.3 Unless otherwise specifically noted, the Contractor shall provide and pay for all labor, expertise, materials, freight/delivery equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work.

7.4 The Contractor shall at all times enforce strict discipline and good order among his employees, and shall not employ on the Work any unfit person or anyone not skilled in the task assigned to him.

7.5 The Contractor shall comply with all OSHA and all applicable trade-related rules and regulations.

7.6 The Contractor warrants to the Owner and the OR that all materials and equipment incorporated in the Work will be new unless otherwise specified, and that all Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not so conforming to these standards may be considered defective.

7.7 The Contractor shall pay all sales, consumer, use and other similar taxes required by law. The Owner is exempt from state and local sales and use taxes. Contractor shall take steps to obtain such exemption from the State of Ohio.

7.8 The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and orders of any public authority bearing on the performance of the Work, and shall notify the OR if the Drawings, Specifications and Provisions are at variance therewith.

7.9 The Contractor shall be responsible for the acts and omissions of all Contractor's employees and all other persons performing any of the Work under a contract with the Contractor.

7.10 The Contractor at all times shall keep the premises free from accumulation of waste materials and debris caused by Contractor's operations. This provision is imperative. At the completion of the Work, Contractor shall leave the Project site in a neat and orderly condition.

ARTICLE 8 - SUBCONTRACTS

8.1 A Subcontractor is a person who has a contract with the Contractor to perform any of the Work at the site.

8.2 The Contractor shall not employ any Subcontractor to perform any of the Work under this contract.

ARTICLE 9 - DECISIONS ON DISPUTES

9.1. The provisions of this Article shall govern the procedures to be followed in the event of a dispute.

9.2 OR shall be the initial interpreter of the requirements of the Contract Documents and judge the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the performance and furnishing of the Work and changes in the Work and Contract times will be referred initially to the OR in writing with a request for a decision. Written notice of each such claim, dispute or other matter will be delivered by the Contractor to the OR promptly after the occurrence or event giving rise thereto. The OR will render a decision in writing promptly after receipt of the submittal, allowing sufficient time for review of the matter. The OR's decision on such claim, dispute or other matter will be final and binding upon the Contractor.

9.3 When functioning under these provisions, the OR will remain impartial to both the Contractor and the County, and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

ARTICLE 10 – LICENSES AND PERMITS

The Owner shall pay any necessary license or permit fees.

ARTICLE 11 - PERFORMANCE AND PAYMENT BONDS

See letter

A Performance Guaranty shall be submitted by Contractor. Each guaranty shall be in the amount of the One Hundred Percent (100%) of contract sum and shall either be in the form supplied by Owner or shall be in such other form as approved by Owner. The bond shall make reference to this Contract, and may be drawn against in an appropriate amount as determined by the Owner in its sole discretion, when any damages to the Owner result from the Contractor's services pursuant to this Contract, or Contractor's malfeasance, misfeasance, or breach in the performance hereof. The purpose of the bond is to secure the performance of and the compliance with this Contract by and between the Contractor and Owner; the bond shall not be transferable. Each bond shall comply with all applicable provisions of the Ohio Revised Code.

ARTICLE 12 - DELAY

12.1 All of the Work will be completed and ready for final payment by the date specified in this Agreement.

12.2 If the Contractor is delayed at any time in the progress of the Work by changes ordered in the Work, by labor disputes, fire, unusual delay in transportation, unavoidable casualties, causes beyond the Contractor's control, or by any cause which the OR may determine justifies the delay, then the Contract Time shall be extended by Change Order for such reasonable time as the OR may determine. Neither party will be liable for any failure of or delay in the performance of any of its obligations under this agreement if its failure or delay is due to the occurrence of a Force Majeure Event. In this contract, "Force Majeure Event" means any event that (1) is beyond the reasonable control of a party; (2)

materially affects the performance of any of its obligations under this agreement; and (3) could not reasonably have been foreseen or provided against. This does not include general economic or other conditions affecting financial markets generally.

ARTICLE 13 - PAYMENTS

13.1 Payments shall be made as provided in Article 3 of this Contract.

13.2 Payments may be withheld on account of (1) defective Work not remedied, (2) claims asserted or evidence which indicates probable assertion of claims, (3) unsatisfactory progress/undue delay by the Contractor.

13.3 Final payment shall not be due until (1) the OR has inspected and approved the Work as complying with the contract, (2) any manufacturer or supplier warranties, equipment literature, and as-built plans are delivered to OR, and (3) the Owner and Contractor have complied with all requirements for Final Settlement imposed by applicable law.

ARTICLE 14 - PROTECTION OF PERSONS AND PROPERTY AND RISK OF LOSS

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to (1) all employees on the Work and other persons who may be affected thereby, (2) all the Work and all materials and equipment to be incorporated therein, and (3) other property at the site or elsewhere. Contractor shall bear all risk of loss to the work, or materials or equipment for the work due to fire, theft, vandalism, or other casualty or cause, until the work is fully completed and accepted by the Owner. He shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. All damage or loss to any property caused in whole or in part by the Contractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, shall be remedied by the Contractor.

ARTICLE 15 - INDEMNIFICATION AND INSURANCE

Indemnification

15.1 The Contractor shall indemnify and hold harmless the Owner and the OR and their respective officers, agents and employees, and insurers, from and against all liability, claims and demands, on account of injury, loss or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any way connected with this Contract, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of the Contractor or any officer, employee, representative, or agent of the Contractor, or which arise out of any worker's compensation claim of any employee of the Contractor.

15.2 The Contractor agrees to investigate, handle, respond to, and to provide defense for and defend against, any such liability, claims or demands at the sole expense of the Contractor, or at the option of the Owner, agrees to pay the Owner or reimburse the Owner for defense costs incurred by the Owner in connection with, any such liability, claims or demands. In carrying out any of the provisions of this

Contract or in exercising any power or authority thereby, there shall be no personal liability of the Owner or the Owner's Representative, or officials, attorneys, employees and agents thereof.

15.3 The Contractor also agrees to bear all other costs and expenses related thereto, including court costs and attorney fees, whether any such liability, claims or demands alleged are groundless, false or fraudulent. The obligation of these provisions shall not extend to any injury, loss or damage which is caused by the act, omission or other fault of the Owner.

15.4 The Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Contractor. Such insurance shall be in addition to any other insurance requirements imposed by this contract or by law. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this contract by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

15.5 Contractor shall procure and maintain the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to Owner. All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Contractor pursuant to this contract. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

(a) Worker's Compensation Insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this contract.

(b) Commercial General Liability Insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate for both Auto and General Liability with Per Project Limits endorsement. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interest provision.

15.6 The policy required by paragraphs (b) above shall be endorsed to include Owner and the Owner's Representative, and officers and employees thereof, as additional insureds. Every policy required above shall be primary insurance and any insurance carried by Owner, its officers, or its employees, or carried by or provided through any insurance pool of Owner, shall be excess and not contributory insurance to that provided by Contractor. No additional insured endorsement to any policy shall contain any exclusion for bodily injury or property damage arising from completed operations. The Contractor shall be solely responsible for any deductible losses under any policy required above.

15.7 The certificate of insurance provided by Owner shall be completed by the Contractor's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by Owner prior to commencement of the contract. No other form of certificate shall be used. The certificate shall identify this Contract and shall provide that the coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least thirty (30) days prior written notice has been given to Owner. Any statement of the certificates which describe this 30-day prior written notice as being less than obligatory shall be

stricken and initialed by the insurance agent completing the certificates. The completed certificate of insurance shall be sent to Owner.

15.8 Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which Owner may immediately terminate this contract, or at its discretion Owner may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by Owner shall be repaid by Contractor to Owner upon demand, or Owner may offset the cost of the premiums against any monies due to Contractor from Owner.

15.9 Owner reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

15.10 The parties hereto understand and agree that Owner is relying on, and does not waive or intend to waive by any provision of this contract, the monetary limitations, rights, immunities, and protections provided by the Ohio Revised Code as amended or otherwise available to Owner, its officers, or its employees.

15.11 The Agreement shall not be executed, and no notice or authorization to proceed shall be given to Contractor until the Certificates required above, are submitted and approved by the Owner.

ARTICLE 16 - ACCEPTANCE OF THE WORK

16.1 The Contractor shall correct any Work that fails to conform to the requirements of the Contract Documents where such failure to conform appears during the progress of the Work, and shall remedy any defects due to faulty materials, equipment or workmanship which appear within a period of one year from the Date of Final Settlement of the Contract or within such longer period of time as may be prescribed by law. The provisions of this Article apply to Work done by all employees of the Contractor, and are in addition to any other remedies or warranties provided by law.

16.2 No act of the Owner or the Owner's Representative, either in superintending or directing the Work, or any extension of time for the completion of the Work, shall be regarded as an acceptance of such Work or any part thereof, or of materials used therein, either wholly or in part. Acceptance shall be evidenced only by a final written acceptance issued by Owner. Before any final acceptance shall issue, Contractor shall execute an affidavit on the acceptance that it accepts the same in full payment and settlement of all claims on account of Work done and materials furnished under this Contract, and that all claims for materials provided or labor performed have been paid or set aside in full. No waiver of any breach of this Contract by the Owner or anyone acting on Owner's behalf shall be held as a waiver of any other subsequent breach thereof.

16.3 Contractor agrees to guarantee all work under this Contract for a period of one year from the date of Final Settlement by the Owner. If any unsatisfactory condition or damage develops within the time of this guaranty due to materials or workmanship that are defective, inferior, or not in accordance with the Contract, as reasonably determined by the Owner or the OR, then the Contractor shall, when notified by the Owner or OR, immediately place such guaranteed Work in a condition satisfactory to the Owner or OR.

ARTICLE 17 - CHANGES IN THE WORK

17.1 The Owner without invalidating the Contract may order Changes in the Work consisting of additions, deletions, or modifications, with the contract sum and the contract time being adjusted accordingly.

17.2 All such changes in the Work shall be authorized by written Change Order signed by the OR.

17.3 The Contract Sum and the Contract Time may be changed only by written Change Order.

17.4 The cost or credit to the Owner, if any, from a Change in the Work shall be determined by unit prices or by mutual agreement.

ARTICLE 18 - TERMINATION BY THE OWNER

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provision of the Contract, the Owner may, three days' written notice to the Contractor and without prejudice to any other remedy Owner may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor or, at Owner's option, may terminate Contractor's work under the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever method Owner may deem expedient, and if the unpaid balance of the Contract Sum exceeds the expense of finishing the Work, such excess shall be paid to the Contractor, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the Owner. These rights and remedies are in addition to any right to damages or other rights and remedies allowed by law.

ARTICLE 19 - CONDITIONS OF THE WORK SITE

20.1 The information and data shown or indicated in the Contract Documents with respect to existing facilities at or contiguous to the site is based upon information and data furnished to the County by the owners of such facilities. The County shall not be responsible for the accuracy or completeness of any such information or data, to the extent that it does not concern County-owned facilities.

20.2 Contractor shall be responsible for reviewing and checking all such information and data, locating all facilities as shown or indicated in the Contract Documents, coordination of the Work with the owners of such facilities, and the safety and protection of all such facilities, and repairing any damage thereto resulting from the Work.

ARTICLE 20 - LIQUIDATED DAMAGES

See letter

21.1 Owner and Contractor recognize that time is of the essence here and the Owner will suffer financial loss if the Work is not complete within the time specified above, plus any extensions thereof allowed. If the Contractor fails to perform the Work within the specified time set forth in the Contract Documents as adjusted pursuant to this Article, the Owner and Contractor agree that as liquidated damages, and not as a penalty, for delay in performance the Contractor shall pay the Owner in the amount stipulated below for each and every calendar day that expires after September 30, 2021, where the Work is not complete and ready for Final Payment, the Owner shall have the right to deduct liquidated damages from any amount due or that may become due to the Contractor, or to collect such liquidated damages from the Contractor or the Surety. The Owner has the option to enforce liquidated damages or to waive such damages.

21.2 The liquidated damages herein specified shall only apply to Contractor's delay in performance. Liquidated damages are intended only to compensate the Owner for additional personnel efforts in administering the Contract after normally scheduled completions dates, Owner inconvenience, lost opportunities, and lost confidence in government and morale of government when work is not completed on time.

21.3 Such damages are uncertain in amount and difficult to measure and prove accurately. By executing this Contract, the Contractor agrees that the liquidated damages specified herein are reasonable in amount and are not disproportionate to actual anticipated damages. Liquidated damages do not include any sums of money to reimburse the Owner for extra costs which the Owner may become obligated to pay on other contracts which are delayed or extended because of Contractor's failure to complete the Work within the time period as specified herein, including costs associated with the delay or interference with the Project. Liquidated damages are not intended to include litigation costs or attorney fees incurred by the Owner, or other incidental or consequential damages suffered by the Owner due to the Contractor's performance. If the Owner charges liquidated damages to the Contractor, this shall not preclude the Owner from commencing an action against the Contractor for other actual harm resulting from the Contractor's performance, including but not limited to, costs associated with the delay or interference with the Project.

21.4 In order to recover liquidated damages, the Owner is under no obligation to prove the actual damages sustained by the Owner due to the Contractor's delay in performance. The parties agree that liquidated damages shall be \$ \$100 per day for each and every day that completion of the Work shall be delayed.

ARTICLE 21 - SPECIAL/MISCELLANEOUS PROVISIONS

22.1 Each Party hereto agrees to cooperate in all reasonable respects necessary, and from time to time to do such acts and things and execute and deliver such documents and instruments as may reasonably be required in order to implement the transactions contemplated. Each Party hereto agrees to cooperate in the execution of subsequent Addenda, or to re-execute an amended version of this Agreement, in the event that a Party discovers: 1) a clerical error; or 2) a misinterpretation of the law; or 3) an error as to form; when such error(s) obviate or hinder the consideration, performance, or enforcement of this Agreement.

22.2 This contract is governed by the laws of the State of Ohio and any action to enforce any of the provisions, obligations or covenants of this contract shall be commenced only in a court of proper jurisdiction in Ashtabula County, Ohio.

22.3 Contractor shall not assign this contract. The provisions of the contract are binding on the heirs, successors or assignees of the parties.

22.4 The rights and remedies available under this contract shall be in addition to any rights and remedies allowed by law.

22.5 No failure to enforce any provision of the contract on account of any breach thereof, shall be considered as a waiver of any right to enforce provisions of this contract concerning any subsequent or continuing breach.

22.6 If any provision of this Agreement is declared by any court of competent jurisdiction to be invalid for any reason, such invalidity shall not affect the remaining provisions. On the contrary, such remaining

provisions shall be fully severable, and this Agreement shall be construed and enforced as if such invalid provisions never had been inserted in this Agreement.

22.7 The terms of this agreement shall remain in full force and effect following final payment.

22.8 Contractor shall comply with the requirements of all applicable laws, regulations, and rules.

22.9 This Contract contains the entire agreement of the parties with respect to the subject matter of the Contract. The contract supersedes any prior agreements, understandings, or negotiations, whether written or oral. This Contract can only be amended through a written document formally executed by all parties. Headings used throughout this contract document have no special significance.

22.10 Any notice given to either party shall be in writing and shall be deemed to have been given when delivered personally or sent by certified or registered mail, postage prepaid, return receipt requested, duly addressed to the party concerned at the address indicated below where such changed address is such party may subsequently give such notice of:

B.S.E. Electrical Contractors, Inc., 600 State Rd., Ashtabula, Ohio 44004

Ashtabula County Board of Elections, Attn. John Mead, 8 West W St., Jefferson, Ohio 44047

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

CONTRACTOR
B.S.E. Electrical Contractors, Inc.
600 State Rd.
Ashtabula, OH 44004


BY

 - PRESIDENT
Officer or other authorized agent

OWNER
Ashtabula County Board of Commissioners
25 West Jefferson Street
Jefferson, OH 44047

BY

COMMISSIONERS

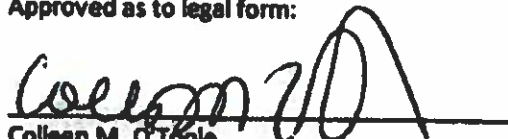

J.P. Dacro


Casey R. Kozlowski

Resolution No 2021-161


Kathryn Whittington

Approved as to legal form:


Colleen M. O'Toole
Ashtabula County Prosecutor