

RESOLUTION APPROVING THIRD PARTY AGREEMENT BY AND BETWEEN THE ASHTABULA COUNTY BOARD OF COMMISSIONERS, THE CITY OF CONNEAUT AND SEVERINO CONSTRUCTION FOR COMPREHENSIVE REPAIRS TO THE INFRASTRUCTURE ALONG CHESTNUT STREET LOCATED IN CONNEAUT CITY - CDBG ALLCOATION AND CRITICAL INFRASTRUCTURE GRANT PROGRAM THROUGH THE COMMUNITY SERVICES AND PLANNING DEPARTMENT

WHEREAS, Jake Brand, Director of Community Services & Planning, has presented a contract for the approval of the Board, to-wit:

Scope: Third party agreement for comprehensive repairs to the infrastructure along Chestnut Street in Conneaut City. The project will replace 900 linear feet of 24" storm sewer line, 12" waterline and 8" sanitary sewer line. The roadway surface will also be replaced with a 3" asphalt course and full depth pavement repair.

Parties: Ashtabula County Commissioners, 25 W. Jefferson St. Jefferson OH 44047
The City of Conneaut 294 Main Street Conneaut OH 44030
Severino Construction 937 W. 52nd Street Ashtabula OH 44004

Cost: Total project costs \$601,722.80 - \$500,000.00 from Critical Infrastructure Grant
\$100,000.00 from CDBG Allocation Grant

Term: begins upon board approval and completed no later than August 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.

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

**ASHTABULA COUNTY COMMISSIONERS
CERTIFICATION PAGE**

Resolution No. 2021-211

June 01, 2021

RESOLUTION APPROVING THIRD PARTY AGREEMENT BY AND BETWEEN THE ASHTABULA COUNTY BOARD OF COMMISSIONERS, THE CITY OF CONNEAUT AND SEVERINO CONSTRUCTION FOR COMPREHENSIVE REPAIRS TO THE INFRASTRUCTURE ALONG CHESTNUT STREET LOCATED IN CONNEAUT CITY - CDBG CRITICAL INFRASTRUCTURE GRANT PROGRAM THROUGH THE COMMUNITY SERVICES AND PLANNING DEPARTMENT

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


VOTE:

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

**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.



Crystal Sturgill, Clerk of the Board, *Acting clerk*
Board of County Commissioners
Ashtabula County, Ohio

CONTRACT

FOR CHESTNUT STREET STORM WATER PROJECT - PHASE III

THIS AGREEMENT, made and entered into at Conneaut, Ohio, this 12th day of May, 2021, by and between the City of Conneaut ("OWNER"), Ohio, Ashtabula County Board of Commissioners (CDBG Recipient) and J Severino Construction, Inc. ("CONTRACTOR").

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 its 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. Advertisement for Bids/Public Notice to Bidders
2. Instruction to Bidders
3. Bid Forms and Proposal
4. Contract Forms and Exhibits
5. Contract Bond – ORC 153.571 or ORC 153.57
6. Contract Provisions
7. General Conditions
8. Supplementary Conditions
9. Specifications
10. Specific Project Requirements
11. Prevailing Wage Rate Schedule
12. Contract Drawings

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 or the U.S. Department of Labor (Davis-Bacon Act) as detailed in the section titled "Wage Rates." 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 \$1,000.00 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 \$602,730.80, of which the CDBG recipient is responsible to pay \$580,000.00 (\$480,00.00 from B-X-19-IAD-1 / \$100,000.00 from B-F-19-IAD-1) of the contracted amount.

Upon recommendation of the Engineer, the Owner will submit payment request along with accompanying prevailing wage documentation, certified payroll and site picture to the CDBG Recipient to pay in accordance with Article 5 - payment procedures. Upon submittal of required documentation is received and checked for compliance by CDBG Recipient, payment to the Contractor will be processed.

The Owner and Contractor agree to hold the Ashtabula County Board of Commissioners (CDBG Recipient) harmless from and against claims, damages, losses and expense, including bot not limited to attorney's fees, arising out of or resulting from negligence or misconduct in relation to the work defined in the contract.

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

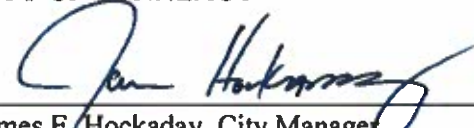
IN WITNESS WHEREOF: The parties hereunto affixed their signature the day and year first mentioned above.

J SEVERINO CONSTRUCTION, INC.




James A. Severino, Jr., Owner

CITY OF CONNEAUT



James E. Hockaday, City Manager

I hereby certify that funds in the amount of Six Hundred Two Thousand Seven Hundred Thirty and 80/100 Dollars (\$602,730.80) necessary for the foregoing Contract have been appropriated and are in the Treasury, or are in the process of collection, or are available through grants and/or loans from other funding sources.



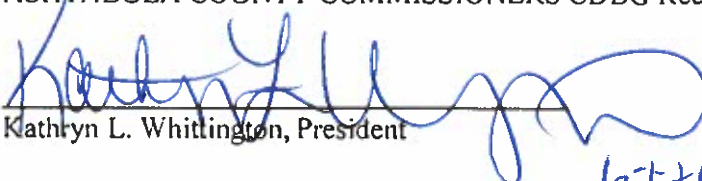
John P. Williams, Finance Director

APPROVED AS TO FORM:



Kyle B. Smith, Law Director

ASHTABULA COUNTY COMMISSIONERS CDBG Recipient



Kathryn L. Whittington, President

LEGAL REVIEW

Agreement Title: **CHESTNUT STREET STORM WATER PROJECT – PHASE III**

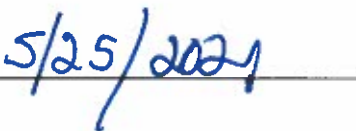
City of Conneaut

An Agreement between J Severino Construction, Inc., the City of Conneaut,
and Ashtabula County Commissioners, for the **CHESTNUT STREET STORM WATER
PROJECT – PHASE III.**

The above titled agreement is approved as to legal form:



Colleen M. O'Toole, Prosecuting Attorney



Date

FISCAL OFFICER'S CERTIFICATE

Conforming with O.R.C. § 5705.41

The undersigned Auditor of Ashtabula County, hereby certifies that the amount required to meet the obligations of Ashtabula 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 to the credit of:

NWS 2701.511.520-650.0101; in the amount not to exceed \$182,400.00
NWS 2701.511.520-650.0103; in the amount not to exceed \$105,000.00
NWS 2701.511.520-650.0104; in the amount not to exceed \$192,600.00
NWS 2701.511.531-650.0106; in the amount not to exceed \$100,000.00
\$580,000.00

Portion funded by Ashtabula County	\$580,000.00
Portion Funded by Conneaut City	<u>\$ 22,730.80</u>
Contract Amount	<u>\$602,730.80</u>

Agreement Title: Chestnut Street Storm Water Project – Phase III

Between: Ashtabula County Board of Commissioners, City of Conneaut and J Severino Construction, Inc.

SIGNED



David Thomas
Ashtabula County Auditor

5/20/21

Date