

RESOLUTION APPROVING THE CONSTRUCTION CONTRACT BETWEEN MW COLE CONSTRUCTION LLC AND ASHTABULA COUNTY FOR THE PALMER AVE TANK REHAB PROJECT, ACDES

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
MW Cole Construction LLC 2989 Bonifay Path, The Villages, Florida 32163
- SCOPE:** MW Cole Construction LLC to provide Ashtabula County Dept of Environmental Services construction services, labor, materials, equipment, and all things collectively as explained in contract attached pages CF2-CF3, pertinent to the Palmer Ave Tank Rehab project.
- COST:** Not to Exceed, contracted sum of \$753,000.00 and a 10% contingency for alternate unit priced items.
- TERM:** The term of this agreement shall commence retroactive to April 14, 2025 and continue through 365 days from the Notice to Proceed, unless otherwise terminated earlier.

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.

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. 2025-195

April 22, 2025

**RESOLUTION APPROVING THE CONSTRUCTION CONTRACT BETWEEN MW
COLE CONSTRUCTION LLC AND ASHTABULA COUNTY FOR THE PALMER AVE
TANK REHAB PROJECT, ACDES**

Upon the motion of Casey R. Kozlowski, seconded by Kathryn L. Whittington.

VOTE:

J.P. Ducro IV

Aye

Casey R. Kozlowski

Aye

Kathryn L. Whittington

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

NOTICE OF AWARD

TO: MW Cole Construction LLC
2989 Bonifay Path
The Villages, Florida 32163

PROJECT: PALMER AVENUE TANK REHABILITATION PROJECT

You are notified that your Bid which was opened on 11/19/2024 has been accepted for items in the amount of \$753,000.00 at the unit bid prices as reflected in the bid tabulation contained herein.

You are required by the Instructions to Bidders to execute the Agreement and furnish the required Bonds, Certificates of Insurance, and other documents within 10 calendar days from the date of receipt of this Notice.

Failure to comply with these conditions within the time specified will entitle Owner to consider your Bid in default, to annul this Notice and to declare your Bid Security forfeited.

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

ASHTABULA COUNTY BOARD OF COMMISSIONERS



J.P. Ducro, IV, President

ACKNOWLEDGMENT

MW COLE CONSTRUCTION LLC



Michael W. Cole, President

CONTRACT

FOR PALMER AVENUE TANK REHABILITATION PROJECT

THIS CONTRACT, made and entered into at Jefferson, Ohio, this _____ day of _____, 2025, by and between the Ashtabula County Board of Commissioners (“OWNER”), Ohio and MW Cole Construction LLC (“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; if any.
13. Addenda; if any.

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. Further the CONTRACTOR 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, per O.D.O.T. Table 108.07-1 Schedule of Liquidated Damages, 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 \$753,000.00.

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

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

MW COLE CONSTRUCTION LLC



Michael W. Cole, President

ASHTABULA COUNTY BOARD OF COMMISSIONERS



J.P. Ducro, IV, President

I hereby certify that funds in the amount of Seven Hundred-Fifty ThreeThosand and 00/100 Dollars (\$753,000.00) 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.

Scott Yamamoto, County Auditor

APPROVED AS TO FORM:

April Grabman, Prosecuting Attorney

NOTICE TO PROCEED

Project: Palmer Avenue Tank Rehabilitation Project

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

To: MW Cole Construction LLC
2989 Bonifay Path
The Villages, Florida 32163

Date: 4-22-25

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

Substantial Completion Date: 330 Days from Notice to Proceed

Final/Restoration Completion Date: 30 Days from Substantial Completion

ASHTABULA COUNTY BOARD OF COMMISSIONERS



J.P. Ducro, IV, President

REV. 01/06/25

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 2025, 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 the following funds: 6001.001-150-901 and 6001-001-150-910

In the amount of \$753,000.00 for year 2025 and free from any previous encumbrances.

Agreement Title: Agreement for The Palmer Avenue Tank Rehab Project



Scott Yamamoto, Ashtabula County Auditor

Contact: Doug Starkey, ACDES Director

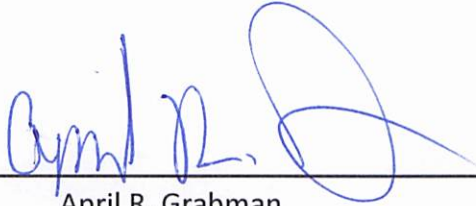
Date: April 11, 2025

Signature Page

AGREEMENT TITLE: Contract for Palmer Avenue Tank Rehabilitation Project

APPROVED as to Legal Form Only.

Approved by: _____



April R. Grabman
Ashtabula County Prosecutor

Dated: 4/14/2025

Reviewed by Earl F. Stoll, Assistant Prosecutor

ES

CONTRACT

FOR PALMER AVENUE TANK REHABILITATION PROJECT

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MW COLE CONSTRUCTION LLC



Michael W. Cole, President

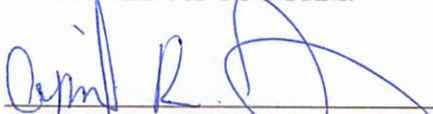
ASHTABULA COUNTY BOARD OF COMMISSIONERS

J.P. Ducro, IV, President

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