

**RESOLUTION APPROVING CONTRACT WITH CHAGRIN VALLEY PAVING FOR ASHTABULA COUNTY COURTHOUSE PARKING LOT RESURFACING AND VARIOUS DRAINAGE IMPROVEMENTS PROJECT, SEL 1987, COMMISSIONERS OFFICE**

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

**Provider:** Chagrin Valley Paving, Inc., 17290 Munn Road, Chagrin Falls, OH 44023

**Scope:** a contract for the Ashtabula Courthouse Parking Lot Resurfacing and Various Drainage Improvements Project.

**Cost:** Not to Exceed, \$299,255.00

**Term:** Begins upon signing and to be completed on or before June 30, 2022, final payment on or before July 14, 2022

WHEREAS, this Board of Commissioners 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 outlined above is hereby approved in accordance with the copy on file in this office.

**ASHTABULA COUNTY COMMISSIONERS  
CERTIFICATION PAGE**

Resolution No. 2021-402

October 26, 2021

**RESOLUTION APPROVING CONTRACT WITH CHAGRIN VALLEY PAVING FOR ASHTABULA COUNTY COURTHOUSE PARKING LOT RESURFACING AND VARIOUS DRAINAGE IMPROVEMENTS PROJECT, SEL 1987, COMMISSIONERS OFFICE**

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.



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

## AGREEMENT

THIS AGREEMENT is dated as of the 11<sup>TH</sup> day of OCTOBER in the year 2020 by and between

ASHTABULA COUNTY COMMISSIONERS (hereinafter called Owner)

and CHAGRIN VALLEY PAVING (hereinafter called Contractor)

Owner and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

### ARTICLE 1 - WORK

Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

**Ashtabula County Courthouse Parking Lot Resurfacing  
and Various Drainage Improvements Project, SEL 1987  
Ashtabula County Commissioners**

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Ashtabula County Courthouse Parking Lot Resurfacing and Various Drainage Improvements Project (SEL 1987)

### ARTICLE 2 - ENGINEER

The Project has been designed by Smolen Engineering, Ltd. 1876 State Route 46 North, Jefferson, Ohio 44047 (Engineer), who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

### ARTICLE 3 - CONTRACT TIME

Bidder agrees that the Work will be substantially complete on or before June 30, 2022 and will be completed and ready for final payment in accordance with Paragraph 14.07.B of the General Conditions on or before July 14, 2022.

Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$250 for each day that expires after the time specified in Paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$250 for each day that expires after the time specified in Paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

#### ARTICLE 4 - CONTRACT PRICE

Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds of \$ 299,255.00 in accordance with the Bid Form as awarded by the Owner as included herein, subject to additions and deductions by Change Order and quantities actually performed.

#### ARTICLE 5 - PAYMENT PROCEDURES

Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment each month during performance of the Work as provided in Paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed):
1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions:
    - a. 92 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, Owner, on recommendation of Engineer, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage; and
    - b. 92 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
  2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 96 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 10 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.
  2. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

#### ARTICLE 6 - CONTRACTOR'S REPRESENTATIONS

In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data

are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

- E. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- F. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- G. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

#### ARTICLE 7 - CONTRACT DOCUMENTS

The Contract Documents which comprise the entire Agreement between Owner and Contractor concerning the Work consists of the following:

- A. This Agreement
- B. Exhibits to this Agreement
- C. Drawings prepared by Smolen Engineering, Ltd. numbered 1 through 6, dated AUGUST 20 2020.
- D. Addenda:
  - No. i, dated SEPTEMBER 14, 2021
  - No. \_\_\_\_\_, dated \_\_\_\_\_
  - No. \_\_\_\_\_, dated \_\_\_\_\_
  - No. \_\_\_\_\_, dated \_\_\_\_\_
- E. All completed forms including Bidding Forms, Contract Forms as listed in Sections 2 and 3, "Table of Contents".
- F. General Conditions including Supplementary Conditions as listed in Sections 4, "Table of Contents".
- G. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to paragraphs 3.04.A and 3.04.B of the General Conditions.

#### ARTICLE 8 - MISCELLANEOUS

Terms:

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound, and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, Owner and Contractor have signed 3 copies of this Agreement. One counterpart each has been delivered to Owner and Contractor.

The Effective Date of this Agreement shall be this 11<sup>th</sup> day of OCTOBER, 2021

OWNER:

CONTRACTOR:

CHAGRIN VALLEY PAVING, INC.

By: \_\_\_\_\_

By: K.C. Vakada

Title: \_\_\_\_\_

Title: ESTIMATOR

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest: \_\_\_\_\_

Attest: [Signature]

Title: \_\_\_\_\_

Title: ESTIMATING ASSISTANT

Address for giving notices:

Ashtabula County Commissioners  
25 West Jefferson Street  
Jefferson, OH 44047-1092

17290 MUMM ROAD  
CHAGRIN FALLS OH 44023

License No.: \_\_\_\_\_

(Where applicable)

NOTICE OF AWARD

TO: CHAGRIN VALLEY PAVING

DATE: OCTOBER 11, 2021

PROJECT: Ashtabula County Courthouse Parking Lot Resurfacing and Various Drainage Improvements Project (SEL 1987)

You are notified that your Bid dated SEPTEMBER 16, 2021 for the above Contract has been considered. You are the apparent Successful Bidder and have been awarded a contract for the Ashtabula County Courthouse Parking Lot Resurfacing and Various Drainage Improvements Project (SEL 1987) as indicated in the Bid Documents.

The Contract Price of your contract is: \$ 299,255.00

Two (2) sets of the Drawings, Contract Documents and Specifications will be delivered separately after receipt of all required information.

You must comply with the following precedent within fourteen (14) Calendar Days of the date of this Notice of Award, which is by OCTOBER 15, 2021

1. You must deliver to the Owner four (4) fully executed counterparts of the Agreement including all the Contract Documents.
2. You must also concurrent with the Agreement and Contract Documents deliver to the Owner, Contract Bonds (if applicable), Workers Compensation Certificate, and all Insurance Certificates as specified in the Supplementary Conditions.

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

Within fourteen (14) days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement.

You are required to return an acknowledged copy of this Notice of Award to the Owner.

ACCEPTANCE OF NOTICE

CHAGRIN VALLEY PAVING, INC.  
Contractor

this 11 day of  
OCTOBER, 2021

K.C. Vakada  
Signature

KRISHNA VAKADA  
Name

ESTIMATOR  
Title

Ashtabula County  
Owner  
[Signature]  
Signature  
Kathryn Whittington  
Name  
President  
Title 10/26/21

cc Contractor's Surety  
Surety's Agent



CHAGVAL-03

PCOWAN

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/11/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|   |  |
|---|--|
| PRODUCER<br>The Fedeli Group<br>5005 Rockside Road, Fifth Floor<br>Independence, OH 44131 | CONTACT NAME: Pat Cowan  |
|   | PHONE (A/C, No, Ext): (216) 643-2749 FAX (A/C, No): (216) 328-8081 |
|   | E-MAIL ADDRESS: PCowan@thefedeligroup.com                          |
|   | INSURER(S) AFFORDING COVERAGE NAIC #                               |
|   | INSURER A: Westfield Insurance Company 24112                       |
|   | INSURER B: Allianz Global Risks US Insurance Company 35300         |
|   | INSURER C:   |
|   | INSURER D:   |
|   | INSURER E:   |
|   | INSURER F:   |

INSURED  
Chagrin Valley Paving, Inc.  
17290 Munn Rd  
Chagrin Falls, OH 44023

## COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

| INSR LTR | TYPE OF INSURANCE  | ADDL SUBR INSD WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|--|--------------------|---------------|-------------------------|-------------------------|---|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> X,C,U<br>GEN'L AGGREGATE LIMIT APPLIES PER<br>POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC<br>OTHER |                    | CMM4521393    | 03/31/2021              | 03/31/2022              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADY INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMPROP AGG \$ 2,000,000 |
| A        | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY                     |                    | CMM4521393    | 03/31/2021              | 03/31/2022              | CCOMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$  |
| A        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br>EXCESS LIAB CLAIMS MADE<br>DED <input checked="" type="checkbox"/> RETENTION \$ 0   |                    | CMM4521393    | 03/31/2021              | 03/31/2022              | EACH OCCURRENCE \$ 5,000,000<br>AGGREGATE \$ 5,000,000  |
| A        | <input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A<br>if yes, describe under DESCRIPTION OF OPERATIONS below   |                    | CMM4521393    | 03/31/2021              | 03/31/2022              | PER STATUTE <input checked="" type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000  |
| B        | Installation Floater   |                    | SML93080196   | 03/31/2021              | 03/31/2022              | Ded \$2,500/Special 900,000   |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Project: Ashtabula Co. Courthouse Parking Lot - Resurfacing & Drainage Improvements

### CERTIFICATE HOLDER

Ashtabula County Commissioners  
25 W. Jefferson St  
Jefferson, OH 44047

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Pat Cowan*



**Bureau of Workers' Compensation**

30 W. Spring St.  
Columbus, OH 43215

### Certificate of Ohio Workers' Compensation

This certifies that the employer listed below participates in the Ohio State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. This certificate is only valid if premiums and assessments, including installments, are paid by the applicable due date. To verify coverage, visit [www.bwc.ohio.gov](http://www.bwc.ohio.gov), or call 1-800-644-6292.

This certificate must be conspicuously posted.

Policy number and employer  
01163678

Period Specified Below  
07/01/2021 to 07/01/2022

CHAGRIN VALLEY PAVING INC  
17290 MUNN RD  
CHAGRIN FALLS, OH 44023-5417



[www.bwc.ohio.gov](http://www.bwc.ohio.gov)  
Issued by: BWC

Interim Administrator/CEO

You can reproduce this certificate as needed

### Ohio Bureau of Workers' Compensation

#### Required Posting

Section 4123.54 of the Ohio Revised Code requires notice of rebuttable presumption. Rebuttable presumption means an employee may dispute or prove untrue the presumption (or belief) that alcohol, marihuana or a controlled substance not prescribed by the employee's physician is the proximate cause (main reason) of the work-related injury.

The burden of proof is on the employee to prove the presence of alcohol, marihuana or a controlled substance was not the proximate cause of the work-related injury. An employee who tests positive or refuses to submit to chemical testing may be disqualified for compensation and benefits under the Workers' Compensation Act.



**Bureau of Workers' Compensation**

You must post this language with the Certificate of Ohio Workers' Compensation.