

**RESOLUTION APPROVING PROPOSAL FOR ENGINEERING SERVICES WITH SMOLEN ENGINEERING FOR PARKING LOT REPAIR AND RESTORATION AT THE LODGE AND CONFERENCE CENTER AT GENEVA-ON-THE-LAKE, SEL 2127**

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

**Provider:** Smolen Engineering, 1876 State Route 46 North, Jefferson, OH 44047

**Project:** Proposal for Engineering Services for design of, repair and restoration of the road entrance and the original construction parking lot at the Lodge and Conference Center at Geneva-on-the-Lake.

**Cost:** Not to Exceed, \$11,900.00

**Term:** Begins upon signing

WHEREAS, this Board of Commissioners finds this proposal to be reasonable and necessary; now

THEREFORE, BE IT RESOLVED, By the Board of Commissioners of Ashtabula County, Ohio, that the proposal outlined above is hereby approved in accordance with the copy 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. 2022-254**

**May 17, 2022**

**RESOLUTION APPROVING PROPOSAL FOR ENGINEERING SERVICES WITH  
SMOLEN ENGINEERING FOR PARKING LOT REPAIR AND RESTORATION AT  
THE LODGE AND CONFERENCE CENTER AT GENEVA-ON-THE-LAKE, SEL 2127**

**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.



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

April 28, 2022

Ms. Kathryn L. Whittington, President of the Board  
Ashtabula County Commissioners  
25 West Jefferson Street  
Jefferson Ohio 44047

**RE: Proposal for Engineering Services**  
The Lodge & Conference Center at Geneva-on-the-Lake  
4888 North Broadway  
Geneva-on-the-Lake, Ohio 44041  
**Parking Lot Repair & Restoration - SEL 2127**

Dear Kathryn,

Smolen Engineering Ltd. (SEL) is pleased to submit this Proposal to provide engineering services to the Ashtabula County Commissioners for design of repair and restoration of the road entrance and the original construction parking lot at The Lodge & Conference Center at Geneva-on-the-Lake (Lodge).

This Proposal has been prepared to set forth the specific professional services SEL will provide the Ashtabula County Commissioners for the above referenced project.

#### **Design Goals**

Smolen Engineering's design improvements will achieve the following: 1) partial and full-depth restoration of the original construction pavement, 2) resurface where designated all original construction paved surfaces with an overlay of polymer-modified asphalt, 3) add parking spots by removing islands, 4) install striping on the circle in front of the Lodge's main entrance, 5) fix the radius' at the parking lot entrance where the landscape boulders are located, 6) pave the golf cart path lot and strip, and 7) narrow the parking lot entrance islands.

#### **Scope of Services**

Any work, such as revisions and alternate designs requested by the owner after the authorizations to proceed, alternate designs or details required by contractor error, or unexpected existing conditions will be billed as services beyond this Scope of Services.

SEL will perform the following general Scope of Services:

- Field visits to formulate project approach, as deemed necessary by SEL; and
- Provide up to five sets of design documents.

Specifically, SEL will prepare specifications, plans, typical sections and bid documents for asphalt and curbing repair and restoration of the Lodge's main entrance and original construction parking areas.

Our services include determining the thickness and quality of the existing base/pavement in order to establish the design profile for the new pavement. The goal is to build upon the existing pavement to arrive at a durable finished product. Inspection services will be provided on an hourly basis.

#### **Client Responsibility**

We require the following for performance of our services:

- The identity of other consultants on the project and the scope of their services
- Reimbursement of the following expenses:
  - All printing costs for documents or drawings not included in the Scope of Services of this agreement
  - Delivery costs for same day or special overnight couriers

- A fee of: **\$11,900**

Part 1: Site Survey, Gather Necessary Data	\$	3,500
Part 2: Plans, Specifications and Contract Documents	\$	8,400
Part 3: Bidding Services	\$	T & M Basis
Part 4: Provide Field Engineering and Inspection Services	\$	T & M Basis

### Terms

Our fees will be billed monthly.

Further, notwithstanding any other provisions of this agreement, the client agrees, to the fullest extent permitted by law, to indemnify and hold harmless SEL, its officers, directors, employees and sub-consultants (collectively, SEL) against all damages, liabilities or costs including reasonable attorneys' fees and defense costs, arising out of or in any way connected with this project or the performance by any of the parties above named of the services under this agreement, excepting only those damages, liabilities or costs not to exceed the original fee for design services, which can be attributable to the negligent acts or negligent failure to act by SEL.

If the project is suspended or abandoned in whole or in part for more than three months, we shall be compensated for all services performed prior to receipt of notice from you of such suspension or abandonment. The portion of each phase or part of the project considered completed will be determined by SEL. If the project is resumed after being suspended for more than three months, our compensation shall be equitably adjusted.

This proposal is provided to a potential customer with the understanding it will be held in strict confidence and will not be disclosed, duplicated or used, in whole or in part, for any purpose other than the evaluation of Smolen Engineering's qualifications and fees, without prior written consent.

It is recognized this Contract represents mutual intentions on this date, but things change. Therefore, this Agreement can be modified by either party in writing with a 14-day notice and can be terminated by either party in writing within a 14-day notice. This offer of services is open for 90-days. If you approve of the above terms, please signify by signing and returning one copy to us for our files.


Sincerely,



John W. Smolen, P.E., P.S.  
Principal Engineer  
Smolen Engineering Ltd.

Accepted this 17th day of May, 2022

Client/Company Name: Ashtabula County Commissioners

By: 

Title: President