

RESOLUTION RECEIVING PROPOSAL AND AWARDING TO CT CONSULTANTS INC. FOR PROFESSIONAL SERVICES FOR THE ASHTABULA COUNTY SUBDIVISION REGULATION UPDATE

WHEREAS, on February 2, 2023, two proposals were received for professional consulting services in response to an RFP ordered December 28, 2022; and

WHEREAS, Jake Brand, Director of Planning and Development, has recommended to award the proposal with the following terms:

- Scope:** Professional services related to the update of the Ashtabula County Subdivision Regulations
Parties: CT Consultants Inc., 1001 Lakeside Ave East, Suite 1005 Cleveland OH 44114
Cost: Not to exceed \$62,500.00
Term: Upon signing to March 1, 2024

THEREFORE, BE IT RESOLVED, By the Board of Commissioners of Ashtabula County, Ohio that the agreement, 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. 2023-153

March 14, 2023

**RESOLUTION RECEIVING PROPOSAL AND AWARDDING TO CT CONSULTANTS
INC. FOR PROFESSIONAL SERVICES FOR THE ASHTABULA COUNTY
SUBDIVISION REGULATION UPDATE**

Upon the motion of Kathryn L. Whittington, seconded by J.P. Ducro IV.


VOTE:

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

**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*
Board of County Commissioners
Ashtabula County, Ohio

PROFESSIONAL SERVICES AGREEMENT

This Agreement is entered into this 14th day of March 2023, by and between CT Consultants, Inc. ("CONSULTANT") and Ashtabula County Board of Commissioners ("ASHTABULA COUNTY"), for professional and related services to be provided to ASHTABULA COUNTY.

I. SCOPE OF SERVICES

CONSULTANT shall provide to ASHTABULA COUNTY services as set forth in Exhibit A, "Scope of Services," attached hereto (the "Services"), which upon acceptance by ASHTABULA COUNTY shall be governed by the terms of this agreement.

II. FEES FOR SERVICES

For services provided by CONSULTANT to ASHTABULA COUNTY pursuant to this Agreement, ASHTABULA COUNTY shall pay CONSULTANT in accordance with the rates and charges set forth in Exhibit B, "Fees for Services," attached hereto and not to exceed \$62,500.00.

III. BILLING AND PAYMENT

CONSULTANT shall submit a monthly statement to ASHTABULA COUNTY setting forth the amount due for services and itemizing amounts due for expenses. ASHTABULA COUNTY shall pay the full amount of such statement within thirty (30) days after receipt.

IV. INDEPENDENT CONTRACTOR

CONSULTANT shall provide services to ASHTABULA COUNTY as an independent contractor, not as an employee of ASHTABULA COUNTY. CONSULTANT shall not have or claim any right arising from employee status.

V. TERM

The term of this Agreement shall be for upon signing to March 1, 2024.

VI. TERMINATION OF AGREEMENT

Notwithstanding any other provision of this Agreement, ASHTABULA COUNTY may terminate this Agreement at any time with or without cause by giving thirty days' written notice to CONSULTANT.

Upon termination of this Agreement, CONSULTANT shall have no further obligation to provide services to ASHTABULA COUNTY. If the Agreement is terminated prior to completion of the services to be provided hereunder, CONSULTANT immediately shall cease incurring project costs and shall render a final bill for services to ASHTABULA COUNTY.

VII. WARRANTY

CONSULTANT warrants that (a) it and each of its employees, consultants and subcontractors, if any, that it uses to provide and perform the Services has the necessary knowledge, skills, experience, qualifications, and resources to provide and perform the Services in accordance with this Agreement; and (b) the Services will be performed in a good, diligent, workmanlike manner in accordance with industry standards.

VIII. INSURANCE

(a) **General Liability Coverage.** CONSULTANT shall maintain commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence.

ASHTABULA COUNTY, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement.

(b) **Automobile Liability Coverage.** CONSULTANT shall maintain automobile liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall include coverage for owned, hired and non-owned automobiles.

(c) **Workers' Compensation.** CONSULTANT shall maintain workers' compensation coverage as required by Ohio law.

(d) **Professional Liability.** CONSULTANT shall maintain professional errors and omissions liability insurance with a limit of not less than \$2,000,000 each occurrence.

(e) **Proof of Insurance.** Prior to the commencement of any work under this Agreement, CONSULTANT shall furnish the ASHTABULA COUNTY with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without 30 days' prior written notice to ASHTABULA COUNTY. CONSULTANT will replace certificates for any insurance expiring prior to completion of work under this Agreement.

IX. LIABILITY

(a) CONSULTANT shall indemnify and hold harmless ASHTABULA COUNTY, its directors, officers, partners, agents, and employees from and against any and all liability, claims, demands, damages, losses, and expenses, including but not limited to

attorney's fees, for which CONSULTANT is determined to be legally liable resulting from negligent acts, errors, or omissions by CONSULTANT, its directors, officers, agents, and employees in performance of services pursuant to this Agreement.

X. AMENDMENT

All changes or modifications to this Agreement shall be in writing and signed by both parties.

XI. GOVERNING LAW

This Agreement shall be construed and interpreted according to, and the rights of the parties shall be governed by, the laws of the State of Ohio.

XII. DISPUTE RESOLUTION

CONSULTANT and ASHTABULA COUNTY agree to comply with all terms of this Agreement. Should a dispute arise between either party concerning breach of this Agreement, CONSULTANT and ASHTABULA COUNTY shall choose a mediator from the Ashtabula County Bar Association, or from a bar association located within a county adjacent to Ashtabula County. The Courts of Ashtabula County shall retain exclusive jurisdiction to resolve any dispute between the parties to the extent in which the parties cannot resolve their disputes by mediation.

XIII. ENTIRE AGREEMENT

This Agreement constitutes the complete and final expression of the agreement of the parties and is intended as a complete and exclusive statement of the terms of their agreements and supersedes all prior and contemporaneous offers, promises, representations, negotiations, discussions, communications, and agreements which may have been made in connection with the subject matter hereof.

XIV. MISCELLANEOUS

This Agreement shall be binding on, and inure to the benefit of, each party's successors in interest, including their heirs, legatees, assignees, and legal representatives. Any waiver at any time by either party of its rights with respect to a default under this Agreement, or with respect to any other matters arising in connection with this Agreement, shall not be deemed a waiver with respect to any subsequent default or other matter. Except where specifically stated in this Agreement to be otherwise, the duties, obligations, and liabilities of the parties are intended to be several and not joint or collective. Nothing contained in this Agreement shall be construed to create an association, trust, partnership, or joint venture or impose a trust or partnership duty, obligation, or liability on or with regard to either party. Each party shall be individually and severally liable for its

own obligations under this Agreement. If any provision of this Agreement is found or deemed by a court of competent jurisdiction to be invalid or unenforceable, it shall be considered severable from the remainder of this Agreement and shall not cause the remainder to be invalid or unenforceable. In such event, the parties shall reform this Agreement to replace such stricken provision with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

XV. NOTICES

(a) Any notice, demand, information, invoice, report, or item otherwise required, authorized, or provided for in this Agreement, unless otherwise specified herein, shall be deemed properly given if delivered in person, sent by United States Mail, First Class postage prepaid, or delivered by commercial delivery service:

To CONSULTANT:

CT Consultants, Inc,
Attn: Kristin Hopkins, FAICP
1001 Lakeside Avenue E,
Ste.1005 Cleveland, OH
44114

To ASHTABULA COUNTY:

Ashtabula County
Department of Planning and Development
Attn: Jake Brand, Director
25 West Jefferson Street
Jefferson, Ohio 44047

(b) All notices shall be deemed effective upon receipt by the party to whom such notice is given.

XVI. SIGNATURE CLAUSE

The signatories hereto represent that they are authorized to enter into this Agreement on behalf of the party for whom they sign.

**BOARD OF COMMISSIONERS OF ASHTABULA COUNTY OR
COUNTY OF ASHTABULA, OHIO:**

By:  _____ Date: 3-14-23

Its: President _____

Exhibit A

Scope of Services

Ashtabula County is looking for qualified firms to update the County's Subdivision Regulations. The firm chosen will work with the Department of Planning and Development, which will be responsible for administering adopted regulations. Coordination with County Officials, the Planning Commission, and various stakeholders as identified will be required. Public engagement with interested parties will also be necessary through a type of special focus group or ad hoc meeting group.

The Department of Planning will be responsible for creating public hearing notices and coordinating with the Planning Commission and Board of Commissioners as needed.

The consultant will coordinate with the Planning Department, including regular updates on progress toward milestones. The consultant will also be responsible for creating presentations and meeting materials and being present at public meetings as determined by the Department of Planning and Development. At a minimum, the following list of outcomes is envisioned in this update:

- Improving readability, phrasing, tone, and layout of the document – which will serve to allow better implementation and regulation, as well as enable a broader understanding to the potential subdivider
- Providing representative examples (illustrations, graphics, sample/example documents as needed)
- Identifying and removing inconsistencies and conflicts
- Updating terminology and definitions that are antiquated
- Researching and suggesting an adequate fees structure related to the impact of services
- Ensure compliance with federal, State, and local laws
- Suggest updates to supplementary documents that are interrelated to the subdivision process (Conveyance Standards, Stormwater Management, Erosion Control, and Access Management, among others)
- Reviewing and suggesting improvements to procedures (applications, forms, variances, plat review)

V. DELIVERABLES

The selected firm will prepare an updated Subdivision Regulation Text for Ashtabula County. Throughout identifying proposed updates, the firm will provide draft versions at various stages as specified by the supplied project timeline. Other deliverables, such as meeting with stakeholders, Planning Commission, and community engagement, will be subject to further discussion with the Department of Planning and Development.

Printed color copies will be required. Please provide a quotation per 10 copies.

Ownership of the digital, searchable color copy shall be that of Ashtabula County, as well as any and all digital assets related to the plan. A linked table of contents shall be included in this .pdf document.

VI. SUBMITTAL REQUIREMENTS

Each interested firm should provide, at a minimum, the following information for consideration (6 print copies, 1 digital and searchable PDF on USB Flash Drive):

- Company Overview
- Team Description
- Contractor Expertise and Capacity
- Project Understanding, Approach, and Activity Schedule
- References, specific to previous successful Subdivision Regulation updates

- **Line Item Fee Proposal with a **not-to-exceed** cost**
 - This fee proposal should list a per-meeting cost and a suggested number of in-person meetings essential to the adoption of the update

The Department of Planning and Development will allow respondents to partner on a submittal provided that there be a primary firm responsible for the project's management and that each partner and role is clearly identified within the submittal.

Exhibit B

Fees for Services

COST PROPOSAL

As noted in Table 1, the fee to complete Phases 1 through 4 is a not-to-exceed amount of \$62,500. Itemized fees are provided in Table 2 for specific elements noted in the proposal.

The fees listed in Table 1 include:

- Three focus group sessions, held on the same day
- Eight review meetings during Phase 1 through 3 with the Planning Department (and other participants as maybe determined by the Planning Department)
- Preparation and attendance at one public forum. A second public forum, as noted on the schedule (page 18), is an optional service and is not included in Table 1. See Table 2 for the itemized Public Forum fee
- Assistance during the adoption process, including in-person attendance at two meetings
- The requisite number of color print copies of review documents and final documents as specified by the County in the RFP
- Travel-related expenses are included in the fee and not separately accrued against the project budget

Table 1. Fee Proposal

Fee by Phase	Fee
Phases 1: Diagnostic Report	\$19,500
Phase 2: Blueprint Documents	\$15,000
Phase 3: Draft Proposed Regulations	\$21,500
Phase 4: Adoption	\$6,500
Total	\$62,500

Table 2. Itemized Fee for Specific Elements

Itemized Elements for Meetings and Engagement*	Fee	Number of each included in fees above
In-person Meetings	\$2,000	6
Virtual Meetings	\$1,300	4
Focus Group Sessions	\$6,200	3 sessions held on 1 day
Public Forum	\$5,500	1


*Includes 2 CT persons in attendance at each meeting

COVER SHEET

REQUEST FOR PROPOSAL

ASHTABULA COUNTY, OHIO ASHTABULA COUNTY BOARD OF COMMISSIONERS OLD COURTHOUSE, 2 ND FLOOR 25 WEST JEFFERSON STREET JEFFERSON, OHIO 44047	RFP – SUBDIVISION REGULATION UPDATE Date: December 29, 2022 Questions should be directed to: Jake Brand, Director 25 West Jefferson Street Jefferson, Ohio 44047-1092 jabrand@ashtabulacounty.us
Return proposals no later than: Opening Date: February 2, 2023 Opening Time: 1:00 p.m.	Submit to: Ashtabula County Board of Commissioners Attn: Lisa Hawkins, Clerk of the Board Old Courthouse, 2 nd Floor 25 West Jefferson Street Jefferson, OH 44047-1092

To respond to this Request for Proposal ("RFP") this Cover Sheet and all appropriate forms must be completed and submitted. Six (6) color copies and one (1) digital pdf copy on USB Flash Drive of the proposal must be submitted no later than 1:00 p.m., Thursday, February 2, 2023.

MUST BE SIGNED TO BE VALID	
Company: CT Consultants, Inc.	DATE: 1/30/2023
MAILING ADDRESS: 8150 Sterling Ct., Mentor, OH 44060	PHONE: 440-951-9000
CITY: EMAIL: Mentor, OH khopkins@ctconsultants.com	
SSN OR FEDERAL TAX NO.: 34-0792089	TITLE OF AUTHORIZED REPRESENTATIVE: Manager of Planning
AUTHORIZED SIGNATURE: 	PRINTED NAME: Kristin Hopkins, FAICP DATE: 1/30/2023

SECTION FOUR: PROJECT UNDERSTANDING, APPROACH, & ACTIVITY SCHEDULE

PROJECT SCHEDULE

Phases 1 through 3 of the Work Program will be completed within approximately 10 months. At that time, the County will receive the proposed subdivision regulations amendments suitable for adoption. The County assumes the responsibility for beginning the adoption process and satisfying the requisite public hearings (by the County Planning Commission and Board of County Commissioners) for the proposed amendments. CT's proposed fee includes attendance at two meetings during the adoption phase.

Work Elements	2023											2024	
	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	
Ph 1: Diagnostic Report													
1.1: Kick-off Meeting	RM												
1.2: Comprehensive Evaluation													
1.3: Focus Group Sessions		FG											
1.4: Phase 1 Summary Report of Issues and Recommendations													
1.5: County Review			RM (2)										
Ph 2: Blueprint Document													
2.1: Develop Detailed Text Amendments													
2.2: County Review				RM	RM								
2.3: Public Forum						PF							
Ph 3: Proposed Regulations													
3.1: Draft and Refine Formal Text													
3.2: County Review							RM	RM	RM				
3.3: Public Review (optional)									PF*				
3.4: Final Draft of Amendments													
Ph 4: Adoption Process											AM	AM	

- RM—Review Meeting with County
- FG - Focus Group Sessions
- PF – Public Forum
- PF* - Optional Public Forum
- AM-CT's attendance at two meetings during the Adoption Process

RFP – Subdivision Regulation Update

DELINQUENT PERSONAL PROPERTY TAX AFFIDAVIT

(This Affidavit Must be Executed for the RFP to be Considered)

STATE OF OHIO)

)ss.

COUNTY OF Lake)

I, Timothy O'Brien, Vice President
(name of party signing affidavit) (title)

having affirmed under oath that at the time of the RFP for the Ashtabula County Subdivision Regulation Update, to be opened on February 2, 2023, which proposal was submitted on February 2, 2023,
(date)

delinquent personal property taxes in the amount of
\$ 100 Dollars

were due and unpaid to the County of Ashtabula, including interest in the amount of \$ 100

_____ Dollars and penalties in the amount of

\$ 100 Dollars.

This document when given to the County Auditor shall satisfy the requirements of ORC 5719.042.

CT Consultants, Inc.
(Name of Individual Company)

CT Consultants, Inc.

(Taxes Filed Under the Name of)

Jerry McBain

(Signature)

8150 Sterling Court

(Complete Address)

Mentor, OH 44060

440-951-9000

(Telephone)

Sworn to and subscribed before me this 11 day of January, 2023.

Jeri Crespo
NOTARY PUBLIC



JERI A. CRESPO
NOTARY PUBLIC, STATE OF OHIO
LAKE COUNTY
My Commission Expires 05/20/2023

My Commission Expires 05-20-2023

RFP -- Subdivision Regulation Update

NON-COLLUSION AFFIDAVIT

(This affidavit must be executed for the proposal to be considered)

STATE OF OHIO)

) ss.

COUNTY OF Lake)

I, Timothy O'Brien being first duly sworn, deposes and

says that s/he is the Vice President or authorized representative of

CT Consultants, Inc.

or is the party submitting this proposal; that such is genuine and not collusive or sham; that said Offeror has not colluded, conspired, connived, or agreed, directly or indirectly, with any other Offeror or person, to submit a sham Proposal, or refrain from submitting; has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the Proposal price of affiant or any other Offeror; to fix the Proposal price of affiant or any other Offeror; to fix any overhead, profit or cost element of said Proposal price, or of that of any other Offeror; to secure any advantage against the County of Ashtabula or any person or persons interested in the proposed contract; that all statements contained in said proposal are true, and that, such Offeror has not, directly or indirectly submitted this proposal, or the contents thereof, or divulged information or data relative thereto to any other potential Offeror. Further, Affiant affirms that no county employee has any financial interest in this Offeror or the Proposal being submitted.



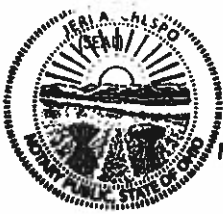
Affiant

Timothy O'Brien

Title Vice President

2023. SWORN to before me and subscribed in my presence this 11 day of January

Jeri A. Crespo
NOTARY PUBLIC



JERI A. CRESPO
NOTARY PUBLIC, STATE OF OHIO
LAKE COUNTY
My Commission Expires 05/20/2023

My commission expires

05/20 2023

RFP – Subdivision Regulation Update

**NON-DISCRIMINATION AGREEMENT
(R.C. 153.59)**

That CT Consultants, Inc. in the performance of the public contract
(Name of Company)

agrees to abide by the provisions of Ohio Revised Code Section 153.59 as follows:

(A) That, in the hiring of employees for the performance of work under the contract or any subcontract, no contractor, subcontractor, or any person acting on a contractor's or subcontractor's behalf, by reason of race, creed, sex, disability or military status as defined in section 4112.01 of the Revised Code, or color, shall discriminate against any citizen of the State in the employment of labor or workers who is qualified and available to perform the work to which the employment relates;

(B) That no contractor, subcontractor, or any person on a contractor's or subcontractor's behalf, in any matter, shall discriminate against or intimidate any employee hired for the performance of work under the contract on account of race, creed, sex, disability or military status as defined in section 4112.01 of the Revised Code, or color.

Dave Wiles, PE

(Name/President of Corporation)

Mark Brueggemann, PE

(Secretary of Corporation)

RFP – Subdivision Regulation Update

REPRESENTATIONS, ASSURANCES, AND CERTIFICATIONS

1. Company Name: CT Consultants, Inc.
2. Company Address: 8150 Sterling Ct., Mentor, OH 44060
3. Telephone Number: 440-951-9000 FAX: 440-951-7487
4. The name and telephone number of the person(s) who has the authority to submit proposal:
Kristin Kopkins, FAICP 216-430-8505
5. The name and telephone number of the person(s) who has the authority to sign contracts:
Kristin Kopkins, FAICP 216-430-8505
6. The legal status of the Offeror's organization
Corporation
7. Date of establishment/ incorporation: 1922
8. Federal Employer Identification Number (FEIN): 34-0792089
9. Is the Offeror co-owned or controlled by a parent company? Yes
 X No

If yes, name of parent company: _____
10. Is the Offeror authorized/ licensed to do business in the State of Ohio?

 X Yes
es No
11. Is the Offeror bound by Federal, State, or local Affirmative Action

or Equal Employment Opportunity rules?

Yes
 No

If yes, has the company filed all required EEO reports to the necessary agencies?

Yes
 No

12. The Offeror certifies that it is not debarred nor suspended under Federal and State rulings from receiving federal funds.

Yes
 No

13. Does the company have current or future plans for a buyout or sale?

Yes
 No

14. The Offeror certifies that it will not enter into contracts with subcontractors who are debarred or suspended from such transactions to complete work related to this RFP.

Yes
 No

15. The Offeror certifies it is a drug-free work place?

Yes
 No

16. The Offeror certifies it is not delinquent on any Federal debt?

Yes
 No

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 year 2023 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 1040.001.100-650 not to exceed \$62,500.00

**Agreement Title: 2023 ASHTABULA COUNTY SUBDIVISION REGULATION
UPDATE**

Between: CT Consultants, Inc. and Ashtabula County Commissioners



David Thomas
Ashtabula County Auditor

Date: _____

2/27/23

CT Consultants, Inc.

Christina M LeCus

By: _____:

Date: 2/8/2023

Its: Executive Vice President

Approved as to Legal Form Only:

By: _____

Collen M. O'Toole

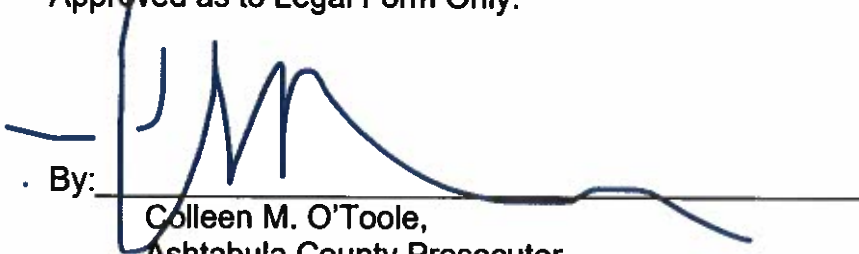
Ashtabula County Prosecutor

Date: _____

Signature Page

Agreement Title: **CT Consultant Agreement**

Approved as to Legal Form Only:


By: _____
Colleen M. O'Toole,
Ashtabula County Prosecutor

Contact: Lisa Hawkins, Clerk

Dated: February 28, 2023