

**RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT WITH CT CONSULTANTS, INC. AND THE BOARD OF ASHTABULA COUNTY COMMISSIONERS FOR FLOORING PROJECT**

WHEREAS, Katelin Lamson, Senior Projects Manager, has presented a Professional Services Agreement for the approval of the Board, to-wit:

**Provider:** CT Consultants, Inc., 8150 Sterling Ct., Mentor, OH 44060

**Scope:** Services related to the replacement of existing flooring and wall base in the Old Courthouse (two floors), new courthouse (three floors) and the Clerk's office.

**Cost:** **Not to Exceed, \$38,700.00**

**Term:** one year from date of signing; now

THEREFORE, BE IT RESOLVED, By the Board of Commissioners of Ashtabula County, Ohio that the Professional Services Agreement 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. 2023-558

November 07, 2023

**RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT WITH CT  
CONSULTANTS, INC. AND THE BOARD OF ASHTABULA COUNTY  
COMMISSIONERS FOR FLOORING PROJECT**

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

**VOTE:**

Casey R. Kozlowski

Aye

Kathryn L. Whittington

Aye

J.P. Ducro IV

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

## PROFESSIONAL SERVICES AGREEMENT

This Agreement is entered into this 7th day of November 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.

### 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 one year from the date set forth above. This Agreement may renew for a term of one additional year at the option of ASHTABULA COUNTY.

### 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.

(b) ASHTABULA COUNTY'S total liability under the Agreement shall be limited to the amount set forth in the Auditor's certificate accompanying the Agreement. Under no circumstances shall the elected officials, officers, employees, council members, or agents of ASHTABULA COUNTY be personally liable for any obligations or claims arising out of or related to this Agreement. No change or additional schedule to the Agreement shall be effective against ASHTABULA COUNTY without a new Auditor's certificate.

#### **X. CONFIDENTIALITY**

Any information and materials disclosed by or on behalf of ASHTABULA COUNTY to CONSULTANT in connection with this Agreement that is reasonably considered to be confidential ("Confidential Information") should be kept in confidence and used by the CONSULTANT only for the purpose of this Agreement. Unless required by court order, law or regulation, CONSULTANT agrees not to disclose the ASHTABULA COUNTY's Confidential Information to third parties except as necessary for the performance of this Agreement and under an agreement by which the third party is to be bound by the obligations of this confidentiality clause. This provision shall survive termination of this Agreement.

#### **XI. AMENDMENT**

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

#### **XII. 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.

#### **XIII. DISPUTE RESOLUTION**

If any dispute or difference of any kind (a "Dispute") arises between the Parties in connection with, or arising out of, this Agreement, the Parties within 30 days shall attempt to settle such Dispute in the first instance through discussions. The designated representatives of CONSULTANT and ASHTABULA COUNTY shall promptly confer and exert their best efforts in good faith to reach a reasonable and equitable resolution of such Dispute. If the representatives are unable to resolve the Dispute within fifteen (15) Business Days, the Dispute shall be referred within two (2) Business Days of the lapse of the fifteen (15) Business Day period to the responsible senior management of each party for resolution. Neither party shall seek any other means of resolving any Dispute arising in connection with this Agreement until the responsible senior



Suite 200  
Cincinnati, OH 45242

To ASHTABULA COUNTY:

Ashtabula County  
Attn: Ashtabula County Prosecutor's Office  
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.


**XVII. 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:**

By:  \_\_\_\_\_ Date: 11-7-23  
Its: President \_\_\_\_\_

**CT CONSULTANTS, INC.**

 \_\_\_\_\_  
By: \_\_\_\_\_ Date: 10/3/2023  
Its: Vice President \_\_\_\_\_

## **Exhibit A**

### **Scope of Services**

#### **GENERAL DESCRIPTION ASSUMPTIONS AND SCOPE OF SERVICES:**

- The proposed Work will involve replacement of the existing flooring and wall base in the "Old Courthouse" (two floors), "New Courthouse" (three floors), and the Clerk's Office. Based on a previous quote obtained by the County, it is anticipated that approximately 2,050 square yards of carpet, and 125 square feet of rubber/vinyl stair treads will be replaced.
- It is anticipated the existing tile and adhesive mastic, underneath the carpet being replaced, contains hazardous materials (asbestos); therefore, we propose removing the existing tile as part of the project.

The following are our assumptions regarding this proposal:

- Our scope of services is limited to performing a hazardous materials survey and architectural design services.
- There will be no LEED or sustainable design requirements.
- This will be a publicly bid project, and prevailing wages will apply.
- Floor and base finishes will be specified as "basis of design" products, with comparable products from other manufacturers being allowed. We will present up to three (3) color pallets for the County to select from.
- A phasing plan will be included to assist the County and Contractor with removal and replacement of the floor finishes to mitigate disruptions to the County's daily operations. ● The hazardous materials survey is only for the floor materials and includes representative sampling as per NESHAP Guidelines (i.e. not every room or space will be sampled).
- It is not anticipated that permits and approvals will be required from local authorities having jurisdiction, as this project is only addressing aesthetics and interior finishes.

Our specific scope of work is as follows:

#### **Hazardous Materials Survey/Report:**

1. CT will provide one Ohio Environmental Protection Agency certified Asbestos Hazard Evaluation Specialist (AHES) to conduct a destructive NESHAP asbestos survey of the flooring material in accordance with the requirements of Title 40 of the Code of Federal Regulations (CFR) Part 61, Subpart M at the project location. The AHES will conduct a thorough walkthrough of the areas scheduled for flooring replacement in the buildings, and during the inspection, the condition of the suspect asbestos containing materials (ACM) will be evaluated and samples collected from all areas.
2. Suspect ACM samples will be collected and transported to a certified laboratory for analysis by polarized light microscopy (PLM) according to the U.S. EPA Method 600/R-93/116 and

the guidelines of the NVLAP administered by MST. The samples will be analyzed in accordance with U.S. EPA Method 600/R-93/116, "Method for the Determination of Asbestos in Bulk Building Materials," which states that all multiple, distinct layers must be analyzed individually; therefore, sample analysis results will be provided for each distinct layer of each sample submitted.

3. CT will provide an electronic survey report which will include asbestos sample locations, approximate quantities, observed condition of suspect materials, and the type and approximate percent of asbestos found in each material. This report will be made part of the Construction Documents as guidance and recommendations for removal of the hazardous materials.

#### Architectural Design:

1. Three "video" coordination/review meetings with the County.
2. A Project Manual will be produced which will include bidding documents, instructions to bidders, general conditions, and bid proposal forms, as well as administrative requirements and technical product specifications.
3. Construction Drawing production:
  - a. Title sheet
  - b. Overall and enlarged floor plans
  - c. Phasing plans
  - d. Enlarged details and/or sections as required

#### Bidding and Negotiation Services:

1. CT will administer the bidding of the project, including printing and distribution of the Bidding Documents, and maintaining the plan-holder list.
2. Assist with submitting the Legal Notice to a local publication for advertising the project.
3. Assist with generating interest amongst contractors to bid project.
4. Attend a pre-bid meeting at the facility.
5. Answer any legitimate questions from Contractors during bidding.
6. Issue addenda, if required, to clarify bidding requirements and answer questions.
7. Attend the bid opening meeting.
8. Review the bids for completeness. Verify references for the lowest bidder and issue a letter summarizing results.

#### Construction Administration Services:

All Construction Administration services will be provided as directed by the County. The services listed below are typical duties performed as part of our Construction Administration Services:

1. Attend a pre-construction meeting with the County and Contractor.
2. Review Contractor submittals.
3. Answer legitimate requests for information from Contractor and field personnel.
4. Perform site visits to observe construction and/or attend progress meetings. These visits will be performed as required for the construction activities underway at the time.

5. Perform a walk-through review with the County and Contractor at substantial completion and document any discrepancies and/or items to be completed. Based on observations, a punch list will be developed and issued.
6. Provide digital Record Drawings produced from as-built drawings noted in the field. This final set of documents will reflect the actual extent of the work performed as part of the project for the County's records.

**Project Schedule:**

Completion of the Contract Documents will take approximately six (6) weeks after authorization to proceed, and the bidding period is assumed to be three (3) weeks. Once the Contract has been awarded, we would anticipate the flooring replacement project to take approximately eight (8) weeks to complete.

## **Exhibit B**

### **Fees for Services**

Fees for the Professional Services described above, including reimbursable expenses, are as follows:

Hazardous Materials Survey/Report:	Lump Sum Fee	\$ 3,400.00
Architectural Design/Documents:	Lump Sum Fee	\$ 20,850.00
Bidding and Negotiation Services	Lump Sum Fee	\$ 7,800.00
Construction Administration Services:	Lump Sum Fee	\$ 5,900.00
Reimbursable Allowance	Lump Sum Fee	\$ 750.00

**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 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 the following funds:

4002.001.100-603 not to exceed \$38,700.00

for the remainder of the year 2023 and free from any previous encumbrances.

Agreement Title: CT Consultants, agreement with Commissioner's.

A handwritten signature in black ink, appearing to read 'David Thomas', is written over a horizontal line.

**David Thomas, Ashtabula  
County Auditor**


Contact: Lisa Hawkins, Clerk

Date: October 24, 2023

**Signature Page**

Agreement Title: Professional Services Agreement between CT Consultants, Inc.  
And the Ashtabula County Board of Commissioners

Approved as to Legal Form Only:

By:  \_\_\_\_\_  
Colleen M. O Toole,  
Ashtabula County Prosecutor

Contact: Lisa Hawkins, Clerk

Dated: \_\_\_\_\_, 2023



April 26, 2023  
Katelin Lamson  
Page | 1

Ms. Katelin Lamson  
Senior Project Manager  
Ashtabula County  
25 West Jefferson Street  
Jefferson, Ohio 44047

**RE: Courthouse Flooring Replacement  
Professional Services Proposal  
P230274**

Katelin,

CT Consultants is pleased to have this opportunity to assist Ashtabula County with the design, Construction Documents, and bidding for replacement of the existing flooring at the Courthouses and Clerk's Office. Attached, is our Professional Services Scope for the above-referenced project. In general, based on our discussions and floor plan exhibits that have been provided, we understand the scope will include replacement of the flooring and wall base in the "Old Courthouse" (two floors), "New Courthouse" (three floors), and the Clerk's Office. This will include drawings, specifications, and bidding documents.

Please refer to the attached Professional Services Scope, which covers the services required to complete the project. The document includes scope for each discipline of work and fees.

We are prepared to initiate work immediately upon authorization to proceed and complete the design and documents to meet your schedule. We welcome the opportunity to discuss this proposal with you to clarify any issues, or answer any questions you may have. Feel free to contact me at 513-792-8417 or bsabla@ctconsultants.com. Again, we appreciate this opportunity, and look forward to working with you soon!

Sincerely,

CT CONSULTANTS, INC.

*Brian P. Sabla*

Brian P. Sabla, CSI, CCS, LEED AP BD+C  
Project Manager



**ASHTABULA COUNTY  
COURTHOUSE FLOORING REPLACEMENT  
PROFESSIONAL SERVICES SCOPE  
P230274**

**GENERAL DESCRIPTION, ASSUMPTIONS, AND SCOPE OF SERVICES:**

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April 26, 2023  
Katelin Lamson  
Page | 3

2. Suspect ACM samples will be collected and transported to a certified laboratory for analysis by polarized light microscopy (PLM) according to the U.S. EPA Method 600/R-93/116 and the guidelines of the NVLAP administered by NIST. The samples will be analyzed in accordance with U.S. EPA Method 600/R-93/116, "Method for the Determination of Asbestos in Bulk Building Materials," which states that all multiple, distinct layers must be analyzed individually; therefore, sample analysis results will be provided for each distinct layer of each sample submitted.
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**Construction Administration Services:**

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5. Perform a walk-through review with the County and Contractor at substantial completion and document any discrepancies and/or items to be completed. Based on observations, a punch list will be developed and issued.
6. Provide digital Record Drawings produced from as-built drawings noted in the field. This final set of documents will reflect the actual extent of the work performed as part of the project for the County's records.

**Project Schedule:**

This proposal assumes the project work will proceed in May 2023. Completion of the Contract Documents will take approximately six (6) weeks after authorization to proceed, and the bidding period is assumed to be three (3) weeks. Once the Contract has been awarded, we would anticipate the flooring replacement project to take approximately eight (8) weeks to complete.

**Professional Services Fees:**

Our fees for the Professional Services described above, including reimbursable expenses, are as follows:

Hazardous Materials Survey/Report:	Lump Sum Fee	\$ 3,400.00
Architectural Design/Documents:	Lump Sum Fee	\$ 20,850.00
Bidding and Negotiation Services	Lump Sum Fee	\$ 7,800.00
Construction Administration Services:	Estimated Allowance	\$ 5,900.00
Reimbursable Allowance	Estimated Allowance	\$ 750.00

If you wish us to provide additional services over and above the basic services specified, we will provide those additional services either on a time and expense basis, or for a pre-determined lump sum fee.