

MINUTES

June 2, 2015

The minutes of the Fairfield County Regional Planning Commission meeting held at the Fairfield County Courthouse, Commissioners' Hearing Room, 210 East Main Street, Lancaster, Ohio.

Presiding: Kent Huston, President

Present: Donna Abram, Zack DeLeon, Todd Edwards, Rachel Elsea, Ivan Ety, Larry Joos, Dean LaRue, Harry Myers, John Snook, Hart Van Horn, Ira Weiss, Jeff White, Dave Levacy (County Commissioner), Holly Mattei (Executive Director), James Mako (Senior Planner), Loudan Klein (RPC Intern), and Gail Beck (Adm. Asst).

ITEM 1. MINUTES

The Minutes of the May 5, 2015 Fairfield County Regional Planning Commission meeting were presented for approval. John Snook made a motion for approval of the minutes. Ira Weiss seconded the motion. Motion passed.

ITEM 2. PRESIDENT'S REPORT

Kent Huston welcomed everyone to the meeting. Holly Mattei introduced Loudan Klein, RPC Intern.

ITEM 3. PRESENTATION

Holly Mattei gave a presentation on the "Crunch Out Obesity Program."

Holly Mattei presented the following report:

ITEM 4. APPROVAL OF PROPOSED CONTRACTS FOR ADMINISTRATION OF PAVING PROJECTS

The County Commissioners office contacted the RPC office regarding our interest in assisting with the bidding and contract management process for the paving of various county owned parking lots. The RPC has experience with contract management services, most recently through the implementation of the county's CDBG projects.

**APPROVAL OF PROPOSED CONTRACTS FOR ADMINISTRATION OF PAVING
PROJECTS – Continued**

The RPC will need to engage professional engineering services to assist with plan/specification preparation and inspection services. The RPC issued a RFP/RFQ for these professional services. Holly Mattei has reviewed the proposals, and is recommending that the RPC enter into a contract with Stantec Consulting Services, Inc.

There are two contracts for consideration. The first contract is between RPC and Stantec for up to \$15,000. Any additional costs would require additional written approval. The second contract is between the RPC and the Commissioners. It includes an \$8,000 lump sum fee payable to the RPC for our services plus reimbursement of the Project Engineer costs up to \$15,000. Any additional Project Engineer costs would also require written approval.

The contracts still need to be reviewed by legal counsel for both the county and Stantec. Due to timing of the RPC meeting, Holly Mattei is requesting authorization for her to sign the contracts subject to any necessary changes after review by legal counsel.

**FAIRFIELD COUNTY REGIONAL PLANNING COMMISSION
2015 COUNTY PARKING LOT PROJECT
AGREEMENT FOR ENGINEERING SERVICES**

This Agreement for Engineering Services is entered into on the _____ day of _____, 2015 by the Fairfield County Regional Planning Commission (the “Client”) and Stantec Consulting Services Inc. (“Stantec”) with its principal office located at 1311 W. Hunter Street, Logan, Ohio 43138 (the “Agreement”).

RECITALS

The Client intends to enter into an agreement with the Fairfield County Board of Commissioners to provide project management services for the resurfacing/paving of several county owned parking lots in 2015 (“the Project”);

The Client desires to engage a professional engineering firm to provide design services for the development of plans/specifications, inspection services, and assistance with the bidding process;

The Client represents that they have complied with the applicable laws and regulations and are duly authorized to enter into this Agreement and have appropriate funds to pay for the services contemplated herein;

Stantec is a duly qualified engineering firm and provides such professional services.

NOW THEREFORE, for good and valuable consideration and the mutual promises contained herein, the parties agree as follows:

APPROVAL OF PROPOSED CONTRACTS FOR ADMINISTRATION OF PAVING
PROJECTS – Continued

SECTION I
PROJECT DESCRIPTION

1. Main Jail on Main Street – Sealing and Striping
2. Hall of Justice – Pearl Street Lot – Resurfacing and Striping
3. Agricultural Center – College Avenue – Resurfacing and Striping
4. One Stop Title – Liberty Center – Sealing and Striping
5. Court House – Resurfacing and Striping
6. Liberty Center – Liberty Hall Lot - Sealing and Striping
7. Dog Shelter Sealing and Striping
8. Government Services Center – Wheeling Lot - Sealing and Striping
9. County Engineer’s Lot – Resurfacing and Striping

SECTION II
SCOPE OF SERVICES

Stantec shall provide the Client the following specific services as its “Basic Services” during the term of this Agreement:

1. **PLANS AND SPECIFICATIONS:** Complete detailed plans and specifications for the projects described above. Plans and technical specifications will include all construction details required for obtaining any necessary permits, solicitation of bids and construction. The plans will be prepared as a set to be bid out as one project and will consist of a Title Sheet, General Notes/Quantities Sheet, Plan Sheets for each lot showing the necessary work required. The plans will be prepared showing dimensions necessary to complete the work, striping layout and any potential full depth replacement as required to complete the work. Stantec will provide plans for review and approval by the Client after the initial work is determined and before final plans are completed to ensure that all concerns are addressed and all work is included in the plans.
2. **BIDDING:** Stantec will provide the RPC with 10 sets of plans, bid sheet and contractor draw forms. Stantec will attend the bid opening, prepare a letter of recommendation and attend the pre-construction meeting.
3. **CONTRACT ADMINISTRATION/CONTRACT OBSERVATION:** Stantec will provide the necessary contract administration including reviewing shop drawings, contractor pay requests and address any day to day questions and prepare any change orders if required. Stantec will also provide two (2) site visits per week to check on the contractor’s progress and work. Stantec anticipates that the work could take up to 30 calendar days to complete.

APPROVAL OF PROPOSED CONTRACTS FOR ADMINISTRATION OF PAVING
PROJECTS – Continued

SECTION III
CLIENTS RESPONSIBILITIES

1. The Client will be the County's designed representative for the Project. All direction shall be by or through the county's designated representative.
2. The Client shall examine documents submitted by Stantec and shall render decisions pertaining thereto promptly to avoid unreasonable delay in the progress of Stantec's services.
3. The Client shall furnish Stantec with all existing available information, including reports, studies, testing results, operating records, existing plans, and other data pertinent to the Project in a timely manner. The Client shall not be responsible for obtaining or providing reports, studies, testing results, operating records, plans or data that are not currently in the Client's possession.
4. The Client will be responsible for preparing the bid documents with assistance from Stantec as described in Section II – 2.
5. The Client will be responsible for preparing the Notice of Award, obtaining the executed agreements with the contractor(s) and other required information, preparing the Notice to Proceed, the Notice of Commencement, and Prevailing Wage Coordination, Payroll Reviews, and Prevailing Wage Enforcement.
6. The Client will work with the County Commissioners staff to ensure the County's payment to the contractor(s) upon recommendation from Stantec.

SECTION IV
PROJECTED SCHEDULE OF COMPLETION

1. This Agreement does not become effective until such time a contract between the Client and the Fairfield County Board of Commissioners is executed to designate the Client as the County's agent on the Project.
2. Stantec is prepared to proceed with the services as required immediately upon the execution of the Contract noted in Section IV-1.
3. Stantec proposes to complete the detailed plans for review and approval for bidding no later than July 6, 2015.

SECTION V
COMPENSATION AND METHOD OF PAYMENT

1. Client shall pay Stantec, based upon hours worked and costs incurred by Stantec for reimbursable expenses such as stakes, pins, prints, reproductions, copies, travel expenses at IRS established rate, lodging and meals associated with travel and other costs and expenses as listed in the Scope of Services.
2. Payments for Stantec services shall be made in accordance with the hourly rates in Exhibit A.

APPROVAL OF PROPOSED CONTRACTS FOR ADMINISTRATION OF PAVING
PROJECTS – Continued

3. Stantec estimates the cost to complete the Scope of Services including both hours worked and reimbursable expenses will be approximately \$15,000.
4. If Stantec completes the Scope of Services under the estimated \$15,000 cost, Stantec hereby agrees not to bill the Client for the difference between the actual costs versus estimated cost.
5. At any time during the course of the Project, it appears the actual costs will exceed the estimated \$15,000, Stantec shall immediately notify the Client and provide a written estimate for the additional costs to be incurred to ensure project completion. Stantec shall not perform any additional work that will exceed the original \$15,000 estimate until such time it obtains written approval from the Client.

SECTION VI
MISCELLANEOUS PROVISIONS

1. Any permit fees required for the Project will be paid by the Client or County. Any necessary property acquisition, boundary surveys, and easements will be obtained by the Client or County.
2. This Agreement, together with its Exhibit A which is attached hereto and incorporated herein, represents the entire agreement between the parties with respect to the Project.
3. Any additional changes must be in a written amendment signed by both parties.
4. The total amount of all claims the Client may have against Stantec under this Agreement or arising from the performance or non-performance of the Services under any theory of law, including but not limited to claims for negligence, negligent representation and breach of contract, shall be strictly limited to the lesser of the fees or \$500,000. As the Client's sole and exclusive remedy under this Agreement any claim, demand or suit shall be directed and/or asserted only against Stantec and not against any of Stantec's employees, officers or directors.
5. Neither the Client nor Stantec shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected to this Agreement or the performance of the services of this Project. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, unrealized energy savings, diminution of property value or loss of reimbursement or credits from governmental or other agencies.
6. This agreement shall be interpreted under the laws of the State of Ohio. Any litigation under this agreement shall be limited to either the Court of Common Pleas or Municipal Courts in Lancaster, Ohio.

IN WITNESS WHEREOF, THE DULY AUTHORIZED PARTIES, INTENDING TO BE LEGALLY BOUND, DO EXECUTE THIS AGREEMENT AS OF THE DAY AND YEAR WRITTEN ABOVE AND THIS AGREEMENT SHALL BE EFFECTIVE UPON THE DATE OF EXECUTION BY THE LAST SIGNATORY PROVIDED THAT THIS SIGNATORY HAS EXECUTED THIS AGREEMENT WITHIN SIXTY DAYS OF THE DATE FIRST SIGNED.

APPROVAL OF PROPOSED CONTRACTS FOR ADMINISTRATION OF PAVING
PROJECTS – Continued

**ENGINEER: STANTEC CONSULTING
SERVICES INC.**

**CLIENT: FAIRFIELD COUNTY
REGIONAL PLANNING COMMISSION**

By: _____
Gary Silcott

By: _____
Holly R. Mattei, Executive Director

Date: _____

Date: _____

Exhibit A

Project Manager	\$169.00
CAD Designer	\$50.00
Contract Administration	\$60.00
Construction Observation	\$60.00

**FAIRFIELD COUNTY, OHIO AND THE FAIRFIELD COUNTY REGIONAL
PLANNING COMMISSION CONTRACT TO PROVIDE SERVICES FOR THE
FAIRFIELD COUNTY 2015 PARKING LOT PAVING PROJECT**

This Contract is made and entered into on the _____ day of _____, 2015
by Fairfield County, Ohio, hereinafter referred to as the “County” and the Fairfield County
Regional Planning Commission, hereinafter referred to as the “RPC”.

WITNESSETH THAT:

WHEREAS, Fairfield County intends to pave various County owned parking lots; and
WHEREAS, the County desires to engage the RPC to render and perform certain services in
connection with the parking lot paving project to facilitate the administration of this project.

**SECTION I
PROJECT DESCRIPTION**

The Project includes the resurfacing and striping of the following County owned parking lots:

1. Main Jail on Main Street – Sealing and Striping
2. Hall of Justice – Pearl Street Lot – Resurfacing and Striping
3. Agricultural Center – College Avenue – Resurfacing and Striping
4. One Stop Title – Liberty Center – Sealing and Striping
5. Court House – Resurfacing and Striping
6. Liberty Center – Liberty Hall Lot - Sealing and Striping
7. Dog Shelter Sealing and Striping
8. Government Services Center – Wheeling Lot - Sealing and Striping
9. County Engineer’s Lot – Resurfacing and Striping

APPROVAL OF PROPOSED CONTRACTS FOR ADMINISTRATION OF PAVING
PROJECTS – Continued

SECTION II
SCOPE OF SERVICES

The RPC shall provide the COUNTY the following services during the term of this Contract:

1. SERVE AS THE COUNTY'S DESIGNATED AGENT/ PROJECT MANAGER. The RPC will serve as the county's designated agent/project manager. All direction shall be by or through the county's agent/project manager.
2. PREPARE BID DOCUMENTS. The RPC will be responsible for preparing the bid documents in accordance with state law including required advertising and prevailing wage rate requirements. The RPC will oversee the bid opening, including the reading of the bids, recording of bid amounts, and review the submitted bids for completeness. The RPC will submit the bid information to the County and work with the County to prepare the Notice of Award.
3. SELECT AND MANAGE PROJECT ENGINEER. The RPC will hire an engineering firm to serve as the Project Engineer. The RPC will be responsible for the management of the Project Engineer.
 - a. The Project Engineer will complete detailed plans and specifications for the projects described in SECTION I and provide the necessary plans for the solicitation of bids, answer questions from prospective bidders, prepare necessary addenda, and assist with the review the bids submitted for completeness, prepare a tabulation for all bids received, prepare a recommendation letter for the lowest and best bid submitted, attend the pre-construction conference, inspect the project throughout construction, review and approve contractor's partial pay applications, review change order proposal for merit and make recommendations accordingly, make a final inspection of work completed, and provide a written recommendation for acceptance of the completed work. Project Engineer to utilize aerials to prepare plans. No surveying work is included in the Project Engineer's work. Project Engineer also assumes two site visits per week for a 4 week construction period.
4. CONTRACT MANAGEMENT. The RPC will coordinate the execution of the agreement between the selected contractor and the County, including the collection of all information required in the agreement such as the bonds, insurance, contractor's certificate of worker's compensation and other similar information. The RPC will provide all required contract materials to the County Prosecutor's office for approval as to form. The RPC will also prepare the Notice to Proceed and the Notice of Commencement.

APPROVAL OF PROPOSED CONTRACTS FOR ADMINISTRATION OF PAVING
PROJECTS – Continued

5. PREVAILING WAGE COORDINATION. The RPC will collect weekly payrolls from the contractor(s), review the contractor(s) payrolls to ensure compliance with prevailing wage requirements, and conduct any required on-site labor interviews. If there are no findings during the RPC's review of the payroll information, the RPC will forward the information to the County's Labor Standards Compliance Officer noting that all prevailing wage requirements have been met. If the RPC finds deficiencies in the contractor's payrolls, then the RPC will work with the contractor to ensure restitution is paid. The RPC will provide the restitution documentation to the County's Labor Standards Compliance Officer.

SECTION III
COMPENATION AND METHOD OF PAYMENT

The COUNTY shall pay the RPC a lump sum fee of \$8,000 for services 1-5 to be paid as follows:

Upon Completion of Bid Opening:	\$2,000
Upon Completion of the Notice of Commencement	\$2,000
Upon the County's Acceptance of Paving Work	\$4,000

Furthermore, the COUNTY shall also reimburse the RPC for the Project Engineer costs. The Project Engineering costs will be billed to the RPC on an hourly rate up to \$15,000. If additional hours are needed to ensure project completion, the RPC shall notify the COUNTY and obtain written approval prior to the hours being incurred.

SECTION IV
MISCELLANEOUS PROVISIONS

1. The COUNTY will be responsible for the payment of all required advertising and permits.
2. Any necessary property acquisition, boundary surveys, and easements will be obtained by the COUNTY.

SECTION V
CHANGES IN PROPOSED SERVICES

Any changes or modifications in the proposed SCOPE OF SERVICES as identified in SECTION II and fees for services shall be mutually agreed to in writing by the COUNTY and the RPC.

SECTION VI
TERMINATION OF AGREEMENT

This Contract shall terminate:

APPROVAL OF PROPOSED CONTRACTS FOR ADMINISTRATION OF PAVING
PROJECTS – Continued

1. Upon the RPC's completion of the SCOPE OF SERVICES as identified in SECTION II.
2. By either party, upon written notices to the other for any reason, with or without cause.

In the event of termination, the RPC will be paid for services provided to the date of termination.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed this day and year first written above.

Fairfield County Regional
Planning Commission

Fairfield County
Board of Commissioners

Executive Director

Executive Director

A motion was made by Zack DeLeon to authorize the RPC Director to enter into an agreement to provide services for the parking lot paving project subject to any revisions required by legal counsel. Todd Edwards seconded the motion. Motion passed with Dave Levacy abstaining. A motion was made by Ira Weiss to approve the contract between the RPC and Stantec. Hart VanHorn seconded the motion. Motion passed with Dave Levacy abstaining.

Holly Mattei presented the following report:

ITEM 5. APPROVAL OF PRELIMINARY 2016 RPC BUDGET

**PRELIMINARY 2016 BUDGET
FAIRFIELD COUNTY REGIONAL PLANNING COMMISSION
2016 PROJECTED RECEIPTS**

434130 2015 Member Assessments	
County Commissioners Allocation	\$ 135,250
Other Membership Assessments	\$ 35,100
434101 Subdivision Review and Permit Fees	\$ 64,000
434000 CDBG Administration	\$ 59,900
433000 Subdivision Inspection Fees (Pass Thru)	\$ 3,000
433000 Parks and Recreation (Pass Thru)	\$ 3,000
TOTAL ANTICIPATED RECEIPTS	\$ 300,250

APPROVAL OF PRELIMINARY 2016 RPC BUDGET - Continued

**FAIRFIELD COUNTY REGIONAL PLANNING COMMISSION
2016 PRELIMINARY BUDGET**

511010 Salaries	\$ 172,000
522000 Medicare	\$ 2,500
523000 PERS	\$ 24,090
526000 Worker's Compensation	\$ 1,500
521000 Medical/Hospitalization Insurance	\$ 60,000
521100 Life Insurance	\$ 250
525000 Unemployment	\$ 10
561000 Supplies	\$ 2,000
530005 Contract Services Other	\$ 24,700
530000 Contract Services	\$ 5,700
543000 Contract-Repair	\$ 1,500
558000 Travel and Expenses	\$ 3,000
574000 Equipment	\$ 2,500
590000 Other Expenses	\$ 500

PRELIMINARY 2016 BUDGET	\$ 300,250
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A motion was made Ira Weiss to approve the 2016 Preliminary Budget. Larry Joos seconded the motion. Motion passed.

Holly Mattei presented the following bills for payment:

ITEM 6. BILLS

543000	REPAIR AND MAINTENANCE	\$ 73.35
558000	TRAVEL & EXPENSES	<u>\$ 68.63</u>
	TOTAL	\$ 141.98

A motion was made by Harry Myers to approve the bills for payment. Donna Abram seconded the motion. Motion passed.

ITEM 7. OTHER BUSINESS

RESOLUTION #2015-2

**IN THE MATTER OF AMENDED CERTIFICATE, UPDATE RECEIPT LINE AND
APPROPRIATE FROM UNAPPROPRIATED FUNDS**

WHEREAS, due to an unexpected contract, the Fairfield County Regional Planning Commission will be receiving \$23,000.00 in 2015 and, therefore, are requesting an additional and Amended Certificate and to update the receipt line, and

WHEREAS, in order to pay for the professional engineering services within the recently approved contracts we are requesting to appropriate from unappropriated funds, and

NOW, THEREFORE,

BE IT RESOLVED, by the Fairfield County Regional Planning Commission, State of Ohio:

1. Issue an additional and Amended Certificate in the amount of \$23,000.00 to the credit of the Fairfield County Regional Planning Commission (7030).
 2. Update the receipt line item 74703000 434000 in the amount of \$23,000.00.
 3. Appropriate from unappropriated funds \$23,000.00 to 74703000 530005 – Contract Services - Other.
-

Motion by _____ seconded by _____
that the resolution be adopted was carried by the following vote:

YEAS: _____ NAYS: _____
ABSTENTIONS: _____

Adopted: _____
Kent Huston, President
Fairfield County Regional Planning Commission

A motion was made by Harry Myers to approve Resolution #2015-2. Todd Edwards seconded the motion. Motion passed with Dave Levacy abstaining.

Holly Mattei gave kudos to the RPC staff for working on the CDBG full administration. She said that we recently had a monitoring by the State and received a clean report with no citations.

There being no further business, a motion was made to adjourn the meeting by Todd Edwards and seconded by Ira Weiss. Motion passed.

Minutes Approved By:

Kent Huston, President

Mary K. Snider, Secretary