

RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT FOR ARCHITECTURE SERVICES WITH ZISKA ARCHITECTURE

WHEREAS, Patrick Arcaro, Director of the Ashtabula County Department of Job & Family Services has presented an agreement for the approval of the Board, to-wit:

Provider: Ziska Architecture, LLC dba Ziska Architecture, 3047 Prospect Ave. E., Cleveland, OH 44115

Service: Architecture Consulting Services for proposed addition and renovation of building

Cost: Not to Exceed, \$318,000.00

Term: Begins retroactive to March 14, 2023, terminates March 13, 2025, county may terminate with 30 days written notice

THEREFORE, BE IT RESOLVED, By the Board of Commissioners of Ashtabula County, Ohio that the agreement is approved in accordance with the copy now on file in this office.

**ASHTABULA COUNTY COMMISSIONERS
CERTIFICATION PAGE**

Resolution No. 2023-174

March 21, 2023

**RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT FOR
ARCHITECTURE SERVICES WITH ZISKA ARCHITECTURE**

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.



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

PROFESSIONAL SERVICES AGREEMENT

This Agreement is entered into this 14th day of March, 2023 by and between Ziska Architects, LLC d.b.a. Ziska Architecture ("CONSULTANT") and the Ashtabula County Job & Family Services and the Ashtabula County Board of County Commissioners or its governing body ("COUNTY"), for professional and related services to be provided to COUNTY.

I. SCOPE OF SERVICES

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

II. FEES FOR SERVICES

For services provided by CONSULTANT to COUNTY pursuant to this Agreement, COUNTY shall pay CONSULTANT in accordance with the rates and charges set forth in the Exhibit B, "Fees for Services," attached hereto.

III. BILLING AND PAYMENT

CONSULTANT shall submit a monthly statement to 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 COUNTY as an independent contractor, not as an employee of COUNTY. CONSULTANT shall not have or claim any right arising from employee status.

V. TERM

The term of this Agreement shall be for two years from the date set forth above. This Agreement shall automatically renew on a monthly basis until COUNTY certifies completion of the Services.

VI. TERMINATION OF AGREEMENT

Notwithstanding any other provision of this Agreement, 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 liability insurance with a limit of not less than \$1,000,000 per claim and \$2,000,000 aggregate.

(e) **Proof of Insurance.** Prior to the commencement of any work under this Agreement, CONSULTANT shall furnish the 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 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 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. CONFIDENTIALITY

Any information and materials disclosed by or on behalf of 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 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.

All drawings, specifications and other documents, including those in electronic form (e.g. including but not limited to CADD files, BIM files etc.), are "Instruments of Service" and shall become the property of COUNTY. If CONSULTANT for any reason does not complete all the services contemplated by this Agreement, CONSULTANT cannot be responsible for the accuracy, completeness or workability of the Instruments of Service prepared by CONSULTANT if used, changed or completed by COUNTY or by another party. Additionally, CONSULTANT cannot be responsible for the reuse of its Instruments of Service by COUNTY or others who may receive such Instruments by or through the COUNTY for any other project. If COUNTY subsequently reproduces project related documents or creates a derivative work based upon project related documents created by the CONSULTANT, COUNTY shall remove or completely obliterate the original professional seals, logos and other indications on the documents of the identity of the CONSULTANT and its consultants.

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 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 management of Parties have had at least an additional fifteen (15) Business Days to resolve the Dispute following referral of the Dispute to them. The Courts of Ashtabula County shall retain exclusive jurisdiction to resolve any disputes between the parties to the extent in which the parties cannot resolve their disputes within a reasonable amount of time. This agreement does not prohibit the parties from seeking mediation before litigation. During the pendency of any mediation or litigation the Parties shall continue to perform their obligations under this Agreement subject to Court Order.

XIV. 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.

XV. 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.

XVI. 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: Ziska Architects, LLC d.b.a. Ziska Architecture
3047 Prospect Avenue
Cleveland, OH 44004

To COUNTY:
Ashtabula County Job & Family Services
2924 Donahoe Drive
Ashtabula, OH 44004

cc: 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.

ASHTABULA COUNTY JOB & FAMILY SERVICES:

By:  Date: 3.17.2023
Its: PATRICK J. ARCARO
EXECUTIVE DIRECTOR

ZISKA ARCHITECTS, LLC d.b.a. ZISKA ARCHITECTURE:

By:  Date: 3.14.2023
Its: RICHARD ZISKA, PRESIDENT

Therefore, the below listed parties enter into this Professional Services Agreement.

SIGNATURES:



3-21-23

Date



Ashtabula County Board of Commissioners

Exhibit A
Scope of Services

CONSULTANT shall perform the Services as set forth below for the Interior Modifications with Three Additions ("Project").

A. Basic Services

CONSULTANT shall perform any and all usual and customary structural, mechanical, and electrical engineering services for the Project, including those services more specifically set forth below.

CONSULTANT shall coordinate its services with those services provided by the COUNTY and COUNTY's consultants, CONSULTANT shall be entitled to rely on the accuracy and completeness of services and information furnished by the COUNTY and COUNTY's consultants. CONSULTANT shall provide prompt written notice to the COUNTY if CONSULTANT becomes aware of any error, omission or inconsistency in such services or information.

As soon as practicable after the date of this Agreement, CONSULTANT, shall submit for the COUNTY's approval a schedule for the performance of CONSULTANT's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Competition of the Work set forth in Exhibit B. The schedule shall include allowances for periods of time required for the COUNTY's review, for the performance of the COUNTY's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the COUNTY, time limits established by the schedule shall not, except for reasonable cause, be exceeded by CONSULTANT or COUNTY. With the COUNTY's approval, CONSULTANT shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction. CONSULTANT shall assist the COUNTY in connection with the COUNTY's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

A.1. SCHEMATIC DESIGN PHASE SERVICES

- CONSULTANT shall review the program and other information furnished by the COUNTY, and shall review laws, codes, and regulations applicable to the CONSULTANT's services.
- CONSULTANT shall prepare a preliminary evaluation to the COUNTY's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other initial information, each in terms of the other, to

ascertain the requirements of the Project. CONSULTANT shall notify the COUNTY of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

- CONSULTANT shall present its preliminary evaluation to the COUNTY and shall discuss with the COUNTY alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. CONSULTANT shall reach an understanding with the COUNTY regarding the requirements of the Project.
- Based on the Project's requirements agreed upon with the COUNTY, CONSULTANT shall prepare and present for the COUNTY's approval a preliminary design illustrating the scale and relationship of the Project components.
- Based on the COUNTY's approval of the preliminary design, CONSULTANT shall prepare Schematic Design Documents for the COUNTY's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.
- CONSULTANT shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the COUNTY's program, schedule and budget for the Cost of the Work.
- CONSULTANT shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the COUNTY's program, schedule and budget for the Cost of the Work.
- CONSULTANT shall submit to the COUNTY an estimate of the Cost of the Work.
- CONSULTANT shall submit the Schematic Design Documents to the COUNTY, and request the COUNTY's approval.

A.2 DESIGN DEVELOPMENT PHASE SERVICES

- Based on the COUNTY's approval of the Schematic Design Documents, and on the COUNTY's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, CONSULTANT shall prepare Design Development Documents for the COUNTY's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.
- CONSULTANT shall update the estimate of the Cost of the Work.

- CONSULTANT shall submit the Design Development Documents to the COUNTY, advise the COUNTY of any adjustments to the estimate of the Cost of the Work, and request the COUNTY's approval.

A.3 CONSTRUCTION DOCUMENTS PHASE SERVICES

- Based on the COUNTY's approval of the Design Development Documents, and on the COUNTY's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, CONSULTANT shall prepare Construction Documents for the COUNTY's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in customary detail the quality levels of materials and systems and other requirements for the construction of the Work. The COUNTY and CONSULTANT acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which CONSULTANT shall review.
- CONSULTANT shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.
- During the development of the Construction Documents, CONSULTANT shall assist the COUNTY in the development and preparation of bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; and compile a project manual that includes the Specifications and may include bidding requirements and sample forms. CONSULTANT shall use any bidding and contract templates as required by COUNTY.
- CONSULTANT shall update the estimate for the Cost of the Work.
- CONSULTANT shall submit the Construction Documents to the COUNTY, advise the COUNTY of any adjustments to the estimate of the Cost of the Work, take any action required herein, and request the COUNTY's approval.

A.4 BIDDING OR NEGOTIATION PHASE SERVICES

- Following the COUNTY's approval of the Construction Documents, CONSULTANT shall assist the COUNTY in (1) confirming responsiveness of bids or proposals; (2) determining the successful bid or proposal, if any; and, (3) awarding and preparing contracts for construction.
- CONSULTANT shall assist the COUNTY in bidding the Project by: (1) preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and (2) organizing and conducting a pre-award conference for prospective bidders, if necessary.
- CONSULTANT shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

A.5 NEGOTIATED PROPOSALS

- Proposal Documents shall consist of proposal requirements and proposed Contract Documents.
- CONSULTANT shall assist the COUNTY in obtaining proposals by procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process; organizing and participating in selection interviews with prospective contractors; and participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the COUNTY.
- CONSULTANT shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

A.6 CONSTRUCTION PHASE SERVICES

- CONSULTANT shall provide administration of the Contract between the COUNTY and the Contractor as set forth below.
- CONSULTANT shall advise and consult with the COUNTY during the Construction Phase Services. CONSULTANT shall have authority to act on behalf of the COUNTY only to the extent provided in this Agreement.
- CONSULTANT's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date CONSULTANT issues the final Certificate for Payment.

A.6(a) EVALUATIONS OF THE WORK

- CONSULTANT shall visit the site at intervals it believes appropriate to the stage of construction, or as otherwise required herein, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, CONSULTANT shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, CONSULTANT shall keep the COUNTY reasonably informed about the progress and quality of the portion of the Work completed, and report to the COUNTY (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.
- CONSULTANT has the authority to reject Work that does not conform to the Contract Documents. Whenever CONSULTANT considers it necessary or advisable, CONSULTANT shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of CONSULTANT nor a decision made in good faith either to

exercise or not to exercise such authority shall give rise to a duty or responsibility of CONSULTANT to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

- CONSULTANT shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the COUNTY or Contractor. CONSULTANT's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.
- Interpretations and decisions of CONSULTANT shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, CONSULTANT shall endeavor to secure faithful performance by both COUNTY and Contractor, shall not show partiality to either.

A.6(b) CERTIFICATES FOR PAYMENT TO CONTRACTOR

- CONSULTANT shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. CONSULTANT's certification for payment shall constitute a representation to the COUNTY, based on CONSULTANT's evaluation of the Work as provided herein and on the data comprising the Contractor's Application for Payment, that, to the best of CONSULTANT's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by CONSULTANT.
- CONSULTANT shall maintain a record of the Applications and Certificates for Payment.

A.6(c) SUBMITTALS

- CONSULTANT shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. CONSULTANT's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in CONSULTANT's professional judgment to permit adequate review.
- In accordance with CONSULTANT-approved submittal schedule, CONSULTANT shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of

such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. CONSULTANT's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by CONSULTANT, of any construction means, methods, techniques, sequences or procedures. CONSULTANT's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

- If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, CONSULTANT shall specify the appropriate performance and design criteria that such services must satisfy. CONSULTANT shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to CONSULTANT. CONSULTANT shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.
- CONSULTANT shall review and respond to requests for information about the Contract Documents. CONSULTANT shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. CONSULTANT's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, CONSULTANT shall prepare and issue supplemental Drawings and Specifications in response to requests for information.
- CONSULTANT shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

A.6(d) CHANGES IN THE WORK

- CONSULTANT may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. CONSULTANT shall prepare Change Orders and Construction Change Directives for the COUNTY's approval and execution in accordance with the Contract Documents.
- CONSULTANT shall maintain records relative to changes in the Work.

A.6(e) PROJECT COMPLETION

- CONSULTANT shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the

COUNTY, for the COUNTY's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

- CONSULTANT's inspections shall be conducted with the COUNTY to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.
- When the Work is found to be substantially complete, CONSULTANT shall inform the COUNTY about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.
- CONSULTANT shall forward to the COUNTY the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the COUNTY against liens; and (3) any other documentation required of the Contractor under the Contract Documents.
- Upon request of the COUNTY, and prior to the expiration of one year from the date of Substantial Completion, CONSULTANT shall, without additional compensation, conduct a meeting with the COUNTY to review the facility operations and performance.

B. Additional Services

The following services are excluded from the CONSULTANT's Services:

- **Site Evaluation and Planning:** As required for Addition Planning and Zoning Requirements using COUNTY provided Site Survey.
- **Civil Engineering:** Limited to Sidewalk/Driveway Design and Limited Site Utilities Relocation. Storm Water Retention/Retention Design is considered Additional Service.
- **Architectural Interior Design:** As it pertains to Color and Finish Selections and Recommendations.
- **Value Analysis:** Limited in Scope to Product and System Analysis. Should changes modify approved Design Documents, changes will be made per A4.3.
- **On Site Project Representation:** Limited to One Field Visit bi-monthly or as agreed upon during Construction

Exhibit B

Fees for Services

COUNTY shall pay CONSULTANT a total of \$318,000.00 as follows:

- Schematic Design Phase 25 Percent
- Design Development Phase 15 Percent
- Construction Documents Phase 45 Percent
- Bidding or Negotiation Phase 5 Percent
- Construction Phase 10 Percent

Ashtabula Job & Family Services

Ashtabula, Ohio

10 October 2022

Anticipated Project Schedule

	Date	Description	Time
1.	Nov. 2022 - Jan. 2023	Preparation of Bidding Documents	2 - 3 Months
2.		Coordination with County Requirements for Bidding	2 Weeks
3.	March 15 - April 15	Bidding	4 Weeks
4.		County Contract Notice to Proceed	2 Weeks
5.	May 1, 2023	Construction Commencement	
6.	Nov. 2023 - April 2024	Construction	8 - 12 Months
7.			
8.			
9.			
10.			

Signature Page

Agreement Title: Professional Services Agreement between Ashtabula County Job & Family Services and Ziska Architects, LLC d.b.a. Ziska Architecture

Approved as to Legal Form Only:

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

Dated: 3.16. _____, 2022

ASHTABULA COUNTY COMMISSIONERS / AGENDA ITEM REQUEST FORM

This form outlining all item(s) to be placed on the Agenda for official action by the Board of Commissioners, must be submitted to Lisa Hawkins, Clerk of the Board a minimum of 8 days prior to the Agenda date, no later than Monday. At a public work session held on Tuesday at 10:00a.m., the Board will meet with you to discuss the item(s). Following the work session, the item(s) will be placed on the next week's agenda session for action by the Board. Please contact Lisa Hawkins at 576-3754 with questions.

Name of Department, with Title and phone number of person recommending item:

Ashtabula County Job & Family Services
Patrick J. Arcaro, Executive Director
Phone: (440) 994-1200



Patrick J. Arcaro, Executive Director

03/14/2023

Date

Presented by:

Alissa Drees, Finance Administrator, ACJFS; phone 994-1295.

Proposed Agenda Date:

March 21, 2023

Brief Description of Item and Recommendation:

Attached is an Architecture Consultant contract with Ziska Architecture for the Design and Construction consulting for the addition and renovation project at Ashtabula County Job & Family Services. The amount is \$318,000.00.

Name and Address of Provider(s):

Ziska Architects, LLC d.b.a Ziska Architecture
3047 Prospect Ave E
Cleveland, OH 44115

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: **2006.030.100-601 Contract Services**; not to exceed **\$318,000.00**, and free from any previous encumbrances.

Agreement Title: a TANF Services Sub-Grant Agreement between Ashtabula County Job & Family Services and **Ziska Architecture**.



David Thomas
Ashtabula County Auditor

Date: _____

3/22/23