

RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT WITH ZISKA ARCHITECTS, LLC D.B.A. ZISKA ARCHITECTURE AND THE BOARD OF ASHTABULA COUNTY COMMISSIONERS ON BEHALF OF THE ASHTABULA COUNTY VETERANS SERVICE COMMISSION

WHEREAS, Ben Schwartfigure, Director of the Ashtabula County Veteran Services Commission, has presented a Professional Services Agreement for the approval of the Board, to-wit:

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

Scope: Services related to the reconfiguring of interior spaces for the building located at 1709 E. Prospect St., Ashtabula, Ohio to include: conceptual planning; confirmation of program requirements; concept floor plans; meetings to discuss proposed layouts; determine extent of mechanical, electrical and plumbing work; estimate of probable cost.

Cost: **Not to Exceed, \$5,500.00**

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. 2023-276

May 16, 2023

**RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT WITH
ZISKA ARCHITECTS, LLC D.B.A. ZISKA ARCHITECTURE AND THE BOARD OF
ASHTABULA COUNTY COMMISSIONERS ON BEHALF OF THE ASHTABULA
COUNTY VETERANS SERVICE COMMISSION**

Upon the motion of J.P. Ducro IV, seconded by Casey R. Kozlowski.

VOTE:

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

**Aye
Absent
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 16th day of May, 202~~2~~³, by and between Ziska Architects, LLC d.b.a. Ziska Architecture ("CONSULTANT") and the Board of Ashtabula County Commissioners on behalf of the Ashtabula County Veterans Commission ("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.

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.

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 identify 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 Seller and Purchaser 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 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 ASHTABULA COUNTY:
Ashtabula Veterans Service Commission
1212 Lake Avenue
Ashtabula, OH 44004

with a copy to:

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.

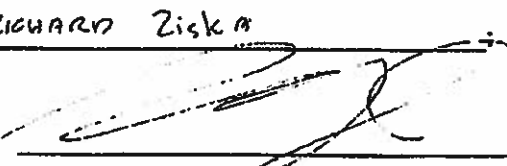
SIGNATURE CLAUSE

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: 5/16/23
Its: President _____

Ziska Architects, LLC d.b.a. Ziska Architecture

RICHARD Ziska
By:  _____ Date: 5.1.2023
Its: _____

Approved as to Legal Form

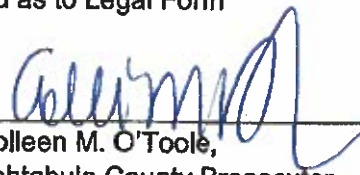
By: 
Colleen M. O'Toole,
Ashtabula County Prosecutor

Exhibit A

Scope of Services

CONSULTANT shall provide the following services related to the reconfiguring of interior spaces for the building located at 1709 E. Prospect Street, Ashtabula, Ohio:

Phase 1: Conceptual Planning

- 1. Confirmation of Program Requirements**
- 2. Concept Floor Plans**
- 3. Meetings to discuss Proposed Layouts**
- 4. Determine extent of Mechanical, Electrical and Plumbing Work.**
- 5. Estimate of Probable Cost.**

Exhibit B

Fees for Services

ASHTABULA COUNTY shall pay CONSULTANT at the following rates:

Principal Architect/Engineer	\$150/hr.
Project Architect/ Engineer	\$110/hr.
Draftsperson	\$90/hr.
Engineer	\$135/hr.

Total Fees for Services are not the exceed \$5,500.00.

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 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:

4016.205.100 – Capital Projects \$5,500.00

Agreement Title: 2023 Architectural Services Agreement for Property Located at 1709 E. Prospect Rd, Ashtabula, Ohio 44004

Between: Ziska Architecture, LLC and Ashtabula County Commissioners



David Thomas
Ashtabula County Auditor

Date: 5/8/23