

RESOLUTION AUTHORIZING PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN ONYX CREATIVE, INC. AND THE BOARD OF ASHTABULA COUNTY COMMISSIONERS FOR THE MAIN AVENUE LOCATION, JUVENILE COURT

WHEREAS, Andrew Misiak, Court Administrator for the Ashtabula County Juvenile Court, has presented a Professional Services Agreement for the approval of the Board, to-wit:

Scope: Preliminary design services, design development, construction documents and construction administration services related to renovation of existing former Key Bank Building to accommodate the Juvenile Court while maintaining the existing Key Bank Branch office. Scope to focus on first and second floor spaces with the intent to retain as much of the existing built-out space as possible. Initial scope of reference is the Planning and Property Conditional Assessment dated May 13, 2019, produced by K2M Design.

Parties: Onyx Creative, Inc., 25001 Emery Rd., #400, Cleveland, OH 44128
Ashtabula County Commissioners, 25 West Jefferson St, Jefferson, OH 44047

Cost: Not to Exceed: Initial hourly services for Design not to exceed \$10,000.00 with total fee budget not to exceed 7% of the total construction budget

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 a 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. 2023-595

December 05, 2023

RESOLUTION AUTHORIZING PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN ONYX CREATIVE, INC. AND THE BOARD OF ASHTABULA COUNTY COMMISSIONERS FOR THE MAIN AVENUE LOCATION, JUVENILE COURT

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 30TH day of NOVEMBER 2023, by and between Onxy Creative, Inc ("CONSULTANT") and Ashtabula County Board of County 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.

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.

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

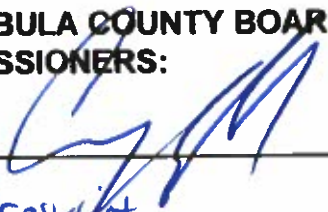
If any dispute or difference of any kind (a "Dispute") arises between the Parties in connection with, or arising out of, this Agreement, the Seller and Purchaser within 30 days shall attempt to settle such Dispute in the first instance through discussions. The designated representatives of CONSULTANT 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.

(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 BOARD OF COUNTY COMMISSIONERS:

By:  Date: 12-5-23
Its: President

ONYX CREATIVE, INC.


By: : MICHAEL CRISLIP Date: 11/30/23
Its: PRESIDENT

Exhibit A

Scope of Services

The Services shall consist of interior renovation of existing former KeyBank Building as outlined in scope on page 1. In the event of inconsistencies within or between the Agreement, the Scope of Services, the master plan, or request for proposals, CONSULTANT shall provide the better quality or greater quantity of Services and shall comply with the more-strict requirement.

CONSULTANT shall provide the Services as follows:

Preliminary Services

1. Review the project requirements and schedules with the client.
2. Meet with consultants to establish project parameters and submission dates.
3. Review criteria, exhibits, record information or other pertinent project information.
4. The architect/engineer will visit the site to document existing conditions.
5. Meet with local authorities (building and fire) to review the proposed project.

Design Services

1. Prepare design studies that will indicate the character, size, scale and relationship of the project elements.
2. Prepare preliminary design drawings (floor plan concepts) for client's review and comment.
3. Select materials to be used in the construction.
4. Submit design drawings and material to the client for review and comment.
5. Meet with client to discuss and review design documents.

Construction Drawing Services

1. Upon approval of the design package and authorization to proceed with this phase of service, prepare construction documents (architectural, structural, electrical and mechanical/plumbing) in AutoCAD format that will set forth the size, relationship and requirements for the construction including drawings and specifications.
2. Allow the client to review the construction documents prior to issuing for construction and permit and make minor revisions to the project documents.
3. Provide Ohio seal.
4. Coordinate engineering required for the project (structural/MEP).

Construction Administration Services

1. Submit bid documents as approved by Ashtabula County Prosecutor's Office to public bidding.
2. Collect and evaluate contractor bids.
3. Assist client in preparation of required contract documents.
4. Provide bid consultation to respond to inquiries regarding the work.
5. Assist client in selection of contractor.
6. Assist the client in contract negotiation using contract forms provided by Ashtabula County Prosecutor's Office and notify contractor of contract award.
7. Upon award of the contract and commencement of construction, CONSULTANT shall:
 - a. Review required shop drawings and submissions.
 - b. Provide consultation to answer questions, respond to inquiries and assist in resolving issues arising from the work.
 - c. Review and comment upon payment applications and change order requests.

Permit Submission Services

1. Permitting Due Diligence based on known project parameters/scope.
2. Assist the client in initial submission for Basic Building Permit through preparation of forms and applications including on-line submittal.
3. Assist the client in review of building department/third party review comments.
4. Respond to issues raised in the review by the city/state.

Project Observation Services

1. Upon award of the contract, CONSULTANT will attend ten project meetings during the course of the work to observe progress, answer questions and assist in resolving issues arising from the work.
2. Upon substantial completion of the work, CONSULTANT shall visit the site and review a punch list of work to be completed or corrected prior to final closeout and release of retainage.

ASHTABULA COUNTY's Responsibilities/Requirements

1. Provide full information in a timely manner describing the project's program, time schedule, limitations, budget and legal description.
2. Designate a representative with authority to act on client's behalf.
3. Furnish tests, inspections and reports required by law or contract documents, including structural, soils, mechanical, chemical test, air and water pollution tests, and hazardous material tests.
4. Furnish record surveys of the property.
5. Furnish record drawings of the building/site.

6. **Furnish site utility plans with rough-in locations.**
7. **Furnish information required for the project that may include but not be limited to: exhibits, criteria, equipment and client provided systems.**
8. **Provide information regarding client's proposed budget, financing, and construction method.**

Exhibit B

Fees for Services

ASHTABULA COUNTY shall pay for the Services as follows:

Preliminary/Design Services	\$ Hourly not to exceed \$10,000
Construction Documents	\$ TBD
Construction Administration	\$ TBD

Reimbursable expenses: All expenses incurred such as mail and delivery, shipping, reprographics, use of FTP site, permit submission fees, travel, currency conversion fees, equipment rental, consultant costs not in contract, and approved out-of-pocket expenses will be invoiced at direct cost up to \$4,000.

Total fees	\$ Not to exceed 7% of total construction budget
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Initial scope to include Preliminary and Design scope only to determine actual scope of project. Once actual scope of project is established a fixed fee for Construction Documents and Construction Administration will be established between both parties. In no case will the Hourly Fee and the Fixed Fee exceed 7% of the total construction budget. Initial budget estimate is between \$900,000 and \$1,000,000 or a total fee range of \$63,000 - \$70,000.

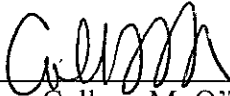
Rate Schedule

Principal	\$200.00/hour
Director	\$180.00/hour
Architect/Project Manager	\$150.00/hour
Design Professional	\$130.00/hour
Interior Designer	\$100.00/hour
Engineer-PE	\$170.00/hour
Graduate Engineer	\$150.00/hour
Elec/Mech/Struct Designer	\$140.00/hour
Administrator	\$ 60.00/hour

SIGNATURE PAGE

Agreement Title: Professional Services Agreement between Onyx Creative, Inc, and the Board of
Ashtabula County Commissioners for the renovation of the juvenile court building

Approved as to Legal Form Only:

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

Dated: _____, 2023