

**RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT WITH GUIDE STUDIO AND THE BOARD OF ASHTABULA COUNTY COMMISSIONERS FOR SIGNAGE PROJECT**

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

**Provider:** Guide Studio, 2814 Detroit Avenue, Cleveland, Ohio 44113

**Scope:** Services related to the planning, design, and implementation of signage across the county campus and potential stand-alone offices/buildings.

**Cost:** **Not to Exceed, \$28,000.00**

**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. 2023-597**

**December 05, 2023**

**RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT WITH  
GUIDE STUDIO AND THE BOARD OF ASHTABULA COUNTY COMMISSIONERS  
FOR THE ASHTABULA COUNTY SIGNAGE PROJECT**

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

**VOTE:**

<b>Casey R. Kozlowski</b>	<b>Aye</b>
<b>Kathryn L. Whittington</b>	<b>Aye</b>
<b>J.P. Ducro IV</b>	<b>Aye</b>

**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

## AGREEMENT

This AGREEMENT, made this 5th day of December, 2023 (the "Effective Date") between Guide Studio (the "Vendor"), and Ashtabula County Board of County Commissioners, (the "County") for design and installation of signage for and in Ashtabula County.

WITNESSETH: That the parties hereto, for and in consideration of Covenants and Agreement to be performed by each as hereinafter set forth, do hereby agree as follows:

### ARTICLE I THE WORK

The Vendor shall furnish all the labor, services, materials, and all other things (collectively called the "Work") necessary for the timely and proper completion of the Work described in Exhibit A and in the Request for Proposal dated \_\_\_\_\_ which incorporated by reference as if fully set forth herein. In the event of inconsistencies within or between this contract, the Vendor shall provide the better quality or greater quantity of Work and shall comply with the more-strict requirement.

### ARTICLE II SIGNAGE DESIGN AND WAYFINDING SERVICES

2.1 Vender shall design and recommend items required for a signage and wayfinding Project that may include specifications for materials and construction details. However, it is understood by the County that the Designer is not a licensed engineer or architect and that responsibility for the interpretation of design drawings and design and engineering of all work performed under this contract to yield an effective and safe product is the responsibility of the County's architect, engineer and/or Sign Contractor.

2.2 Vender may provide the County with signage and wayfinding solutions that require compliance with the Americans with Disabilities Act (ADA), Manual for Uniform Traffic Control Devices (MUTCD), Building Codes, including Fire Safety, and local Zoning Codes. The County understands that the requirements of these rules, codes, ordinances, regulations, etc., may be subject to various and contradictory interpretations. Vender will therefore employ its reasonable and professional efforts and judgment to interpret applicable requirements of federal, state, and local rules, codes, ordinances, and regulations as they apply to the project. Vender however, cannot and does not warrant or guarantee that the Project will comply with all interpretations of the requirements of these rules, codes, ordinances, regulations, etc., as they apply to the project.

2.3 Vender may provide the County with Design Intent Drawings. The graphic design requirements shown by the details on the sign type drawing documents are for design intent only and intended to establish basic dimensions of units or modules, profiles and sight lines of

members, and appearance. They are not intended for fabrication reference and, therefore, may not be provided to a Sign Contractor without Vender's express written consent and/or involvement in the fabrication phase of the Project.

2.4 The Sign Contractor shall supplement the general design shown with detailed shop drawings for written approval by the Owner/Construction Manager/Designers. The shop drawings shall include major aspects of the system proposed, such as sections, shapes, and connections of components and joints, how temperature movement is handled, venting, and anchorage to structure or ground. Vender's review of shop drawings provided by the Sign Contractor is only for conformance with the design concept of the Project and compliance with the information given in the Design Intent Documents. A review of a specific item shall not include a review of an assembly of which the item is a component. The Contractor is responsible for: dimensions to be confirmed and correlated at the job site; information that pertains solely to the fabrication processes or the means, methods, techniques, sequences, and procedures of construction; coordination of the Work with that of all other trades and performing the Work in a safe and satisfactory manner. Corrections or comments made on the shop drawings during this review do not relieve the contractor from compliance with the requirements of the plans and specifications.

2.5 Unless the Project Proposal describes the services as "Design-Build", the County shall contract and pay directly for implementation services such as fabrication or installation. The designer shall not be held responsible for the quality or timeliness of the fabricator's work, whether or not the designer assists the County in evaluating, selecting, or monitoring of the fabricator or installer.

### ARTICLE III TERM

The term of this Agreement shall commence on the Effective Date and continue through \_\_\_\_\_ (the "Completion Date"), unless otherwise terminated earlier as provided below (the "Term").

### ARTICLE IV COMPENSATION AND PAYMENT

4.1 The Vendor's total compensation for the Work shall be \$ \_\_\_\_\_ (the "Contract Price").

4.2 Vendor is subject to and responsible for paying fees to obtain all applicable licenses, permits, and other permissions necessary to perform its obligations under this Contract. Vendor is responsible for paying federal, state, and local taxes. Vendor agrees to withhold all income taxes due or payable for qualifying wages, salaries, and commissions paid to its employees and further agrees that any of its sub-Vendors shall be required to agree to withhold any such income taxes due for services performed under this Contract.

**4.3 The County reserves the right to decline to approve any Application for Payment or part thereof, or because of subsequent evidence or inspection, may nullify any previous Application for Payment, in whole or in part, to such extent as may be necessary in the County Representative's opinion to protect the County from loss because of:**

- (a) Defective or nonconforming Work ("Defective Work") not remedied;**
- (b) Damage caused by the Vendor;**
- (c) Failure to comply with the requirements of Chapter 4115, ORC;**
- (d) Liquidated damages in the amount set forth in the Contract Documents ("Liquidated Damages").**

**If the basis for withholding payment pursuant to this Section is removed, payment shall be made for amounts withheld because of the basis.**

**4.4 The Vendor, as a condition precedent to execution of the certificate of Contract Completion and to final payment, shall provide all documents required for approval by the County's Representative.**

**Payment of the final Application for Payment shall be made within 45 days from the date of approval by the County's Representative.**

**4.5.1 The making of final payment by the County shall constitute a waiver of all claims by the County except those arising after Contract Completion and the following:**

- (a) Defective Work;**
- (b) Outstanding liens;**
- (c) Failure of the Vendor to comply with any Warranties or Guarantees required by the Contract Documents.**

**The acceptance of final payment by the Vendor shall constitute a waiver of all claims against the County except those that the Vendor has previously made in writing in accordance with Article X and which remain unresolved at the time of final payment. This provision is intended to be,**

and shall be construed as, consistent with, and not in conflict with, Section 4113.62, ORC, to the fullest extent permitted.

**ARTICLE V**  
**SCHEDULE**

Time is of the essence to this contract. The rate of progress shall be such as to complete the Work within the time limit specified herein.

In the event that the Work is not substantially completed within the time limit aforesaid, with said incompleteness prohibiting beneficial use and occupancy of the Project, in compensation for the public's loss of use of the Project, the Vendor shall forfeit Liquidated Damages.

The County may for good cause shown, extend the time of completion. Any such extension of time shall not be deemed a waiver by the County of any other rights provided for under this contract, and shall not operate to release any Surety from any of bond obligations.

**ARTICLE VI**  
**CHANGES**

The County, without invalidating the Agreement, may order changes in the Work consisting of additions, deletions or other revisions, including without limitation revisions resulting from an extension granted in accordance with Article IV. To the extent the time for the Completion Date or the Contract Price is affected, the Contract may be equitably adjusted by Change Order in accordance with this Article.

**ARTICLE VII**  
**WARRANTIES**

In addition to any other warranties, guarantees, or obligations set forth in this contract or applicable as a matter of law and not in limitation of the terms of this contract, the Vendor warrants and guarantees that:

- The services and work provided shall conform in all respects to the agreed upon plans and specifications.

**ARTICLE VIII**  
**INSURANCE AND INDEMNIFICATION**

8.1 The Vendor shall maintain insurance as set forth in Exhibit B.

8.2 To the maximum extent permitted by law, the Vendor shall indemnify and hold harmless the County and the County's consultants, agents, and employees from and against all claims,

damages, losses, and expenses—whether proven or not—including but not limited to attorneys’ and consultants’ fees—whether made by County or a third-party—arising out of or related to the Vendor’s performance of the Work including but not limited to the failure of the Vendor to perform its obligations under this contract, any claims for bodily injury, sickness, disease, or death or to injury to or destruction of or loss of use of real or personal property including the Work itself, claims for additional storage and handling charges, liens against funds, claims related to the alleged failure of the Vendor to perform in accordance with this contract, and/or claims related to the removal, handling, or use of any hazardous materials. The County may set off amounts equal to any sums for which it is entitled to be indemnified from the amounts otherwise due the Vendor under the Contract Documents.

8.3 The County’s total liability under this Agreement shall be limited to the amount set forth in the Auditor’s certificate accompanying this Agreement. Under no circumstances shall the elected officials, officers, employees, council members, or agents of the County be personally liable for any obligations or claims arising out of or related to this Agreement. No Change Order to the Contract shall be effective against the County without a new Auditor’s certificate.

#### **ARTICLE IX** **SUSPENSION AND TERMINATION**

9.1. The County may, without cause, order the Vendor to suspend, delay, or interrupt the Work in whole or in part for such period of time as the County may determine.

An adjustment shall be made for increases in the cost of performance of the Work, including profit and overhead on the increased cost of performance, caused by the suspension, delay or interruption, provided that the total cost of profit and overhead shall not exceed 2% of the amount of the increased cost not attributable to profit or overhead. No adjustment shall be made to the extent that: performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Vendor is responsible; or an equitable adjustment is made or denied under another provision of this Agreement.

9.2 The County may, in its discretion and without cause, by written notice to the Vendor terminate this Agreement for the County’s convenience.

Upon receipt of a written notice from the County terminating this Agreement without cause and for the County’s convenience, the Vendor shall (i) immediately cease performing the Work, unless otherwise directed by the County, in which case the Vendor shall take the action directed by the County, (ii) take all reasonable and necessary action to protect and preserve the Work, and (iii) unless otherwise directed by the County, terminate all agreements with Sub Vendors and suppliers.

If this Agreement is terminated without cause and for the County's convenience and there exists no event of the Vendor's default, as defined in this Agreement, the County will pay the Vendor (i) for Work performed under this Agreement up to the date the notice of termination is received by the Vendor at the rates for Work performed under this Agreement, including overhead and profit of 2% on the Work performed up to the date of termination.

If this Agreement is terminated without cause for the County's convenience and there exists an event of the Vendor's default, as defined in this Agreement, the Vendor shall be entitled to receive only such sums as it would be entitled to receive following the occurrence of an event of default under this Agreement. The termination of this Agreement shall be without prejudice to any rights or remedies that exist at the time of termination.

9.3 If the County determines that the Vendor has failed to prosecute the Work with the necessary force or in a timely manner, or has refused to remedy any Defective Work, the County's Representative shall notify the Vendor and the Vendor's Surety of such failure or refusal. The Vendor shall begin to cure such failure or refusal within 5 days of receipt of the notice.

If the Vendor fails to cure such failure or refusal within 20 days of receipt of the notice, the County may terminate the Contract and employ upon the Work the additional force, or supply the materials or such part of either as is appropriate, and may remove Defective Work.

If the Vendor is so terminated, the Vendor's Surety shall have the option to perform the Contract. If the Vendor's Surety does not commence performance of the Contract within 10 days of the date on which the Contract was terminated, the County may complete the Work by such means as the County's Representative deems appropriate. The County may take possession of and use all materials, facilities and equipment at the Project site or stored off site for which the County has paid.

If the Vendor is so terminated, the Vendor shall not be entitled to any further payment. If the County completes the Work and if the cost of completing the Work exceeds the balance of the Contract Price, including compensation for all direct and consequential damages incurred by the County, or the County as a result of the termination, such excess shall be paid by the Vendor or the Vendor's Surety.

If the Vendor's Surety performs the Work, the provisions of the Contract Documents shall govern such Surety's performance, with the Surety being substituted for the Vendor in all such provisions including, without limitation, provisions for payment for the Work and provisions about the right of the County to complete the Work.

Upon a final determination, by a court of competent jurisdiction, that the termination pursuant to this Section was improper, the termination shall be deemed a termination for convenience to Section 8.2.

**ARTICLE X**  
**DISPUTE RESOLUTION**

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

10.2 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.

10.3 During the pendency of any mediation or litigation the Parties shall continue to perform their obligations under this Agreement subject to Court Order.

**ARTICLE XI**  
**MISCELLANEOUS**

11.1 No modification or waiver of any of the terms of this Agreement or of any other Contract Documents shall be effective against a party unless set forth in writing and signed by or on behalf of a party, which in the case of the County shall require the signature of the County's Representative acting under the authority of a specific resolution of the County. Under no circumstances shall forbearance, including the failure or repeated failure to insist upon compliance with the terms of the Contract Documents, constitute the waiver or modification of any such terms. The parties acknowledge that no person has authority to modify this Agreement or the other Contract Documents or to waive any of its or their terms, except as expressly provided in this Paragraph.

11.2 The Vendor may not assign this Agreement without the written consent of the County, which the County may withhold in its sole discretion.

**11.3** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the County or the Vendor.

**11.4** All questions regarding the validity, intention, or meaning of this Agreement or any modifications of it relating to the rights and obligations of the parties shall be construed and resolved under the laws of the State of Ohio. Any suit, which may be brought to enforce any provision of this Agreement or any remedy with respect hereto, shall be brought in the Common Pleas Court of Ashtabula County, Ohio, and each party hereby expressly consents to the jurisdiction of such court.

**11.5** Regardless of any provision to the contrary, the statute of limitations with respect to any defective or non-conforming Work that is not discovered by the County shall not commence until the discovery of such defective or non-conforming Work by the County.

**11.6** Notices, requests, or demands by either party shall be in writing, unless otherwise expressly authorized, and shall be personally served, forwarded by expedited messenger service, sent by facsimile transmission, or be given by registered or certified mail, return receipt requested, postage prepaid, and, in the case of the County, addressed to the address/FAX number set forth at the beginning of this Agreement marked "Urgent, deliver to Service Director," and, in the case of the Vendor, addressed to its address/FAX number set forth at the beginning of this Agreement. Any party may change its address/FAX number by giving notice hereunder. All notices, requests, and demands shall be deemed received upon receipt in the case of personal delivery or delivery by expedited messenger service, including leaving the notice at the address provided herein during normal business hours; upon the expiration of forty-eight (48) hours from the time of deposit in the United States mail; or, in the case of a notice given by facsimile transmission, upon the expiration of twenty-four (24) hours after the transmission is sent.

**11.7** The parties acknowledge that each party has reviewed this Agreement and the other Contract Documents and has voluntarily entered into this Agreement. Accordingly, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement, the other Contract Documents, or any amendments or exhibits to it or them.

**11.8** If any term or provision of this Agreement is found to be illegal, unenforceable, or in violation of any laws, statutes, ordinances, or regulations of any public authority having jurisdiction, then, notwithstanding such term or provision, this Agreement shall remain in full force and effect, and such term shall be deemed stricken; provided this Agreement shall be interpreted, when possible, so as to reflect the intentions of the parties as indicated by any such stricken term or provision.

**11.9 The Vendor, at its expense, shall comply with all applicable federal, state, and local laws, rules, and regulations applicable to the Work. Including, but not limited to, Ohio's Prevailing Wage law if applicable.**

**11.10 The Vendor shall follow all applicable safety and health regulations during the progress of the Project and shall monitor all of its employees and its sub Vendors for compliance with such safety and health regulations. In undertaking the responsibilities set forth in this Paragraph, the Vendor does not assume any duty or responsibility to the employees of any Sub Vendor or supplier, regardless of tier. The County assumes no responsibility for the development, review, or implementation of the any project safety plan or for Project safety and has no authority to direct the means and methods of the Vendor.**

**11.11 Vendor agrees that, in the hiring of employees for the performance of work under the Contract or any subcontract, no Vendor, sub Vendor, or any person acting on a Vendor's or sub Vendor's behalf, by reason of race, creed, sex, disability or military status as defined in section 4112.01 of the Revised Code, or color, shall discriminate against any citizen of the state in the employment of labor or workers who is qualified and available to perform the work to which the employment relates. Vendor further agrees that neither it, its sub Vendors, or any person on the Vendor's or sub Vendor's behalf, in any manner, shall discriminate against or intimidate any employee hired for the performance of work under the contract on account of race, creed, sex, disability or military status as defined in section 4112.01 of the Revised Code, or color. That there shall be deducted from the amount payable to the Vendor by the County under this Agreement a forfeiture of twenty-five dollars (\$25.00) as required by O.R.C. Section 153.60 for each person who is discriminated against or intimidated in violation of this Agreement. That this Agreement may be canceled or terminated by the County and all money to become due hereunder may be forfeited for a second or subsequent violation of the terms of this section of this Agreement.**

**During the performance of this contract, the Vendor agrees as follows:**

- (a) The Vendor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.**

- (b)** The Vendor will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (c)** The Vendor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Vendor's legal duty to furnish information.
- (d)** The Vendor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Vendor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (e)** The Vendor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (f)** The Vendor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (g)** In the event of the Vendor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Vendor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (h)** The Vendor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub Vendor or vendor. The Vendor will take such action with respect to any subcontract or purchase order as the administering

agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Vendor becomes involved in, or is threatened with, litigation with a sub Vendor or vendor as a result of such direction by the administering agency, the Vendor may request the United States to enter into such litigation to protect the interests of the United States.]

10.12 This Agreement and the other Contract Documents constitute the entire agreement among the parties with respect to their subject matter and will supersede all prior and contemporaneous, oral or written, agreements, negotiations, communications, representations, and understandings with respect to such subject matter, and no person is justified in relying on such agreements, negotiations, communications, representations, or understandings.

Signature Page


ASHTABULA COUNTY BOARD OF COUNTY COMMISSIONERS

BY:

  
Casey Koprowski, President

GUIDE STUDIO

BY:

  
Cathy Fromet, President  
XXX?

APPROVED AS TO FORM:



Date: \_\_\_\_\_

Colleen M. O'Toole,  
Ashtabula County Prosecutor

2023 Con 0151

**EXHIBIT A**  
**SCOPE OF WORK**  
**(REQUEST FOR PROPOSAL)**

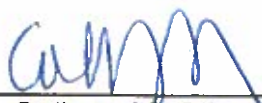
**EXHIBIT B**  
**INSURANCE REQUIREMENTS**

- **General Liability Coverage.** Vendor shall maintain commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence.
  
- **Automobile Liability Coverage.** Vendor 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.
  
- **Workers' Compensation.** Vendor shall maintain workers' compensation coverage as required by Ohio law.
  
- **Proof of Insurance.** Prior to the commencement of any work under this Agreement, Vendor 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 the County. Vendor will replace certificates for any insurance expiring prior to completion of work under this Agreement.

**Signature Page**

Agreement Title: **Signage Contract for Guide Studio**

Approved as to Legal Form Only:

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

Contact: Lisa Hawkins, Clerk

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