

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, Inc., 34194 Aurora Road Ste 160, Solon, OH 44139

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

Cost: **Not to Exceed, \$7,500.00**

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. 2024-397

August 27, 2024

**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 J.P. Ducro IV, seconded by Casey R. Kozlowski.

VOTE:

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

**Aye
Aye
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 27th day of August 2024, by and between Guide Studio, Inc. ("CONSULTANT") and Ashtabula County Board of 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. This Agreement may renew on a monthly basis 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

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.

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: Guide Studio, Inc.
 34194 Aurora Road Ste160
 Solon, OH 44139

To ASHTABULA COUNTY: Ashtabula County

Matrix Matter No. 2024-CON-0126
Reviewed by Matthew J. Hebebrand, Esq.

Attn: Katelyn Lamson
25 West Jefferson Street
Jefferson, Ohio 44047

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.


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.

**BOARD OF COMMISSIONERS OF ASHTABULA COUNTY,
OHIO:**

By:  Date: 8-27-24
Its: President

GUIDE STUDIO INC.

By:  : Date: 7/24/24
Its: President

Approved as to legal form only:



Colleen M. O'Toole
Ashtabula County Prosecutor

Exhibit A

Scope of Services

Guide Studio will help implement the sign program for the Ashtabula County Courthouse within the parameters below.

PROGRAMMING

Sign System Programming: Location plans and a coordinated message schedule will undergo a final update including notations for barriers to installation.

IMPLEMENTATION

Implementation Support

While design may be complete, the implementation phase is when the sign program gets built and installed. Guide Studio will ensure that the program being fabricated meets design intent and quality expectations.

Fabrication Support Includes:

- Meeting with the selected contractor(s) for the start of work to review all program documents.
- Shop Drawing/Sign Face Layout Review - Colors, materials, and fabrication methods via the review of shop drawings and message layouts. We will red-line shop drawings and send them to your team for review and understanding of any design intent issues we may find with the recommended fabrication methods.
- Material and Finish Review - Material samples and sign-type mock-ups (if specified) to confirm that all submitted items comply with our design intent.
- Sign Location verification and walk-through with client and contractor.
- Survey of the finished project; prepare a detailed punch list.

Project Review and Feedback

Review and feedback from Ashtabula County are required throughout the project. This feedback is critical for the development of the project but it can be difficult to decipher the desired direction when each person presents feedback separately.

- Rounds of revisions considered in scope are documented above based on the deliverable. A round of revisions is defined as any change or update requested by the Ashtabula County or Ashtabula County's representative.
- We require that comments/feedback from Ashtabula County be consolidated by Ashtabula County's representatives to minimize the time spent on multiple rounds of revisions.

- Ashtabula County's representatives (with support from Guide Studio) is responsible for approving the final direction based on the comments/feedback presented by Ashtabula County. Any revisions and requests for changes made after sign-off will be considered out-of-scope and a Change Order will be submitted prior to completing work. Additional revisions billed hourly.

Approvals

Sign-off on work completed/approved direction of current Phase is required for all work to move into a new Phase.

Exhibit B

Fees for Services

Professional Fees
Implementation

\$7,500.00



Department of Administrative Services

Procurement Services

State of Ohio Debarment List

State agencies given the authority to debar suppliers by the Ohio Revised Code (R.C.) are the Ohio Facilities Construction Commission (OFCC), the Ohio Department of Transportation (ODOT), the Department of Administrative Services (DAS), and the Ohio Secretary of State. Respectively, debarment authority is given to these agencies by R.C. [153.02](#), [5513.06](#), [125.25](#). The reasons for debarment are also prescribed by these statutes.

A debarred supplier cannot participate (i.e., do any work in any capacity) in any State agency contracts until the debarment period expires. Neither the Ohio Revised Code or the Ohio Administrative Code (OAC) establish prescribed debarment periods. Instead, these are determined on a case-by-case basis.

When conducting procurements, State agencies are required to use the Statewide Debarment List. For agencies using OhioBuys, suppliers' profiles can be referenced to determine their debarment status, plus systematic controls are in place preventing debarred vendors from doing business with State agencies. Additionally, agencies must use the Ohio Secretary of State's [Debarred Contractors List](#) and the United States General Services Administration's [System for Award Management \(SAM\)](#) list of federally debarred suppliers. State agencies are prohibited from awarding contracts, funded in whole or in part with state and/or federal funds, to any person or company on any of these lists.

guide

Show

25

entries

Vendor

Vendor ID

Address

Start Date

End Date

DOB

No matching records found

Showing 0 to 0 of 0 entries (filtered from 34 total entries)

Previous

Next



Office of Auditor of State
88 East Broad Street
Post Office Box 1140
Columbus, OH 43216-1140

Auditor of State - Unresolved Findings for Recovery Certified Search

(614) 466-4514
(800) 282-0370

I have searched The Auditor of State's unresolved findings for recovery database using the following criteria:

Contractor's Information:

Name: ,
Organization: **Guide**
Date: **8/19/2024 3:56:27 PM**

This search produced the following list of **1** possible matches:

Name/Organization	Address
McGuire, James	9525 South Normandy Lane

The above list represents possible matches for the search criteria you entered. Please note that pursuant to ORC 9.24, only the person (which includes an organization) actually named in the finding for recovery is prohibited from being awarded a contract.

If the person you are searching for appears on this list, it means that the person has one or more findings for recovery and is prohibited from being awarded a contract described in ORC 9.24, unless one of the exceptions in that section apply.

If the person you are searching for does not appear on this list, an initialed copy of this page can serve as documentation of your compliance with ORC 9.24(E).

Please note that pursuant to ORC 9.24, it is the responsibility of the public office to verify that a person to whom it plans to award a contract does not appear in the Auditor of State's database. The Auditor of State's office is not responsible for inaccurate search results caused by user error or other circumstances beyond the Auditor of State's control.

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 2024, 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 the following funds:

4002.001.100-603 not to exceed \$7,500.00

for the remainder of the year 2024 and free from any previous encumbrances.

Agreement Title: Guide Consulting, agreement with Commissioner's.

A handwritten signature in blue ink, appearing to read 'D. Thomas', is written over a horizontal line.

**David Thomas, Ashtabula
County Auditor**

Contact: Lisa Hawkins, Clerk

Date: August 20th, 2024