

RESOLUTION APPROVING AGREEMENT BETWEEN THE ASHTABULA COUNTY COMMISSIONERS AND DLZ ARCHITECTURE, INC. FOR ARCHITECTURE AND ENGINEERING SERVICES FOR THE ASHTABULA COUNTY PUBLIC SAFETY CENTER (JAIL)

WHEREAS, an agreement has been presented for the approval of the Board, to-wit:

Parties: Ashtabula County Commissioners, 25 W. Jefferson St., Jefferson, OH 44047
DLZ Architecture, Inc., 6121 Huntley Rd., Columbus, OH 43229

Purpose: DLZ shall, in a professional manner perform the services set forth in Exhibit A, attached to the agreement and this resolution including: Schematic Design, Design Development, Construction Document, Bidding/Procurement and Construction Administration/Project Close-Out for the Ashtabula County Sheriff's Office and Jail Expansion and Partial Renovation project located at 25 West Jefferson Street, in the Village of Jefferson, Ohio.

Cost: **Not to Exceed, a total of \$2,950,000**

Term: Begins upon receipt by DLZ of a written Notice to Proceed

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

**ASHTABULA COUNTY COMMISSIONERS
CERTIFICATION PAGE**

Resolution No. 2025-393

September 16, 2025

RESOLUTION APPROVING AGREEMENT BETWEEN THE ASHTABULA COUNTY COMMISSIONERS AND DLZ ARCHITECTURE, INC. FOR ARCHITECTURE AND ENGINEERING SERVICES FOR THE ASHTABULA COUNTY PUBLIC SAFETY CENTER (JAIL)

Upon the motion of Casey R. Kozlowski, seconded by Kathryn L. Whittington.

VOTE:

J.P. Ducro IV

Aye

Casey R. Kozlowski

Aye

Kathryn L. Whittington

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



INNOVATIVE IDEAS
EXCEPTIONAL DESIGN
UNMATCHED CLIENT SERVICE

AGREEMENT FOR ARCHITECTURE AND ENGINEERING SERVICES

This Agreement for Architecture And Engineering Services (“Agreement”) is entered into as of this _____ day of September, 2025, by and between DLZ ARCHITECTURE, INC. (“DLZ”) located at 6121 HUNTLEY ROAD, COLUMBUS, OHIO 43229 and ASHTABULA COUNTY COMMISSIONERS (“Client”) located at 25 WEST JEFFERSON STREET, JEFFERSON, OHIO 44047.

Client desires to hire DLZ to perform certain services in connection with the **Ashtabula County Sheriff's Office and Jail Expansion and Partial Renovation** (“Project”), and DLZ desires to assist Client, as provided in this Agreement.

In consideration of the premises, mutual covenants, and agreements set forth in this Agreement, Client and DLZ, each on behalf of itself, its successors, and its assigns, agree as follows:

1. Scope of Services

DLZ shall, in a professional manner, perform the services set forth in Exhibit A, attached to this Agreement.

2. Compensation

- a. DLZ shall be compensated for its Services as set forth in Exhibit A.
- b. DLZ shall invoice Client monthly for DLZ's professional fees earned and expenses incurred, and Client shall pay all undisputed amounts to DLZ within thirty (30) days of the date of each invoice.

3. Period of Performance

DLZ agrees to commence performance of Services upon receipt of a written “Notice to Proceed.” Client recognizes that DLZ's Services may be conditioned upon Client's review of DLZ's work and/or the timely performance and completion of certain activities by Client. DLZ shall not be held liable for delays in performance of its Services to the extent caused by persons, events, or circumstances for which DLZ is not responsible.

4. Client Responsibility

- a. Other than information for which DLZ is responsible under this Agreement, Client shall provide DLZ, in a timely fashion, all information reasonably required for performance of the Services.
- b. Client designates **Casey R. Kozlowski**, as Client's Project coordinator.
- c. Client shall provide DLZ reasonable access to the all Project premises necessary for performance of the Services.

5. Independent Contractor

It is understood and agreed that DLZ is providing its Services as an independent contractor, and that DLZ's employees shall not be considered employees of the Client.

6. Termination

If either party should materially fail to fulfill its obligations under this Agreement, the other party may terminate this Agreement if the breaching party fails to cure the breach within thirty (30) days after the nonbreaching party provides written notice to the breaching party identifying the breach and advising of its intent to terminate the Agreement if the breach is not timely cured. DLZ shall use reasonable efforts to minimize fees and expenses upon giving or receiving notice of any intended termination. Client shall pay DLZ all fees and expenses accrued for Services rendered in accordance with this Agreement up to the effective date of any termination.



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7. Insurance

During the term of this Agreement DLZ shall maintain, at DLZ's expense, the following insurance coverage:

- | | | | |
|----|---|--|---------------------------|
| a. | Workers' Compensation (A) | Coverage A: | Statutory |
| | Employer's Liability (B) | Coverage B: | |
| | | Bodily injury by accident: | \$1,000,000 each accident |
| | | Bodily injury by disease: | \$1,000,000 policy limit |
| | | | \$1,000,000 each employee |
| b. | Commercial General Liability | Each occurrence: | \$1,000,000 |
| | (Coverage shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract including the tort liability of another assumed in a business contract) | General aggregate limit | \$2,000,000 |
| | | Products and completed operations aggregate limit: | \$2,000,000 |
| | | Personal and advertising injury limit: | \$1,000,000 |
| c. | Auto Liability | Each accident: | \$1,000,000 |
| | (Coverage shall apply to any auto including owned, hired, and non-owned autos) | | |
| d. | Professional Liability | Each claim: | \$2,000,000 |
| | | Aggregate: | \$2,000,000 |

Certificates of Insurance shall be furnished to Client upon request.

8. Changes

Changes or amendments to this Agreement may be made only in writing signed by a duly authorized representative of each of the parties. Changes in scope of the project dictated by the Client and changing conditions of law or schedule delays or other events beyond DLZ's reasonable control will require contract price and/or date of performance revisions to reflect such changes or delays.

9. Assignment and Delegation

Neither party shall assign or delegate this Agreement or any right, duties or obligations hereunder to any person and/or entity without prior express written approval to the other.

10. Trademark and Trade Name

Notwithstanding any other provision of this Agreement, neither party shall have the right to use the trademark or trade name of the other without prior written approval of the other.

11. Standard Terms and Conditions

The Standard Terms and Conditions attached hereto as Exhibit B are incorporated herein and made a part of this Agreement.

12. Notices

All notices shall be in writing and be deemed to be given or made when delivered by hand or by regular U.S. mail as follows:

- a. Notices to DLZ shall be addressed to: ERIC B. RATTS, AIA, DLZ ARCHITECTURE, INC., 6121 HUNTLEY ROAD, COLUMBUS, OHIO 43229.
- b. Notices to the Client shall be addressed to: CASEY R. KOZLOWSKI, ASHTABULA COUNTY COMMISSIONERS, 25 WEST JEFFERSON STREET, JEFFERSON, OHIO 44047.

13. General Provisions

- a. Entire Agreement: This Agreement constitutes the entire agreement between the parties with respect to its subject matter and any prior agreements, understandings, or other matters, whether oral or written, are hereby merged into and made a part hereof, and are of no further force or effect. This agreement may be amended, changed, or supplemented only by written agreement executed by both of the parties hereto.
- b. Conflict: In the event of any conflict, ambiguity or inconsistency between this Agreement and any other document which may be annexed hereto, the terms of this Agreement shall govern.
- c. Waiver: No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of this agreement, or to exercise any option of election herein contained, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue and remain in full force and effect, and no waiver by any party of any one or more of its rights or remedies under this Agreement shall be deemed to be waiver of any prior or subsequent rights or remedy hereunder or at law. All remedies afforded in this Agreement shall be taken and construed as cumulative; that is, in addition to every other remedy available at law or in equity.
- d. Severability: If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the applications of such term or provisions of this Agreement shall be valid and enforced to the fullest extent permitted by law.
- e. Captions: Captions and paragraph headings are inserted only as a matter of convenience and in no way define, limit, or describe the scope or intent of this Agreement.
- f. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

14. Employment Eligibility Verification

DLZ affirms it does not knowingly employ unauthorized aliens. DLZ shall enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. DLZ is not required to participate should the E-Verify program cease to exist. DLZ shall not knowingly employ or contract with any unauthorized alien. DLZ shall not retain an employee or contract with a person whom DLZ learns is an unauthorized alien. DLZ shall require all of its subconsultants, who perform work under this Agreement to certify to DLZ that the subconsultant does not knowingly employ or contract with unauthorized aliens and that the subconsultant has enrolled and is participating in the E-Verify program. However, the subconsultant is not required to participate if the subconsultant is self-employed and does not employ any employees. DLZ agrees to maintain this certification requirement throughout the duration of the term of its contract with a subconsultant.

15. The Parties recognize that CLIENT is a county entity and, as such, the restrictions on invalid contract terms and conditions, provided under Ohio Revised Code Section 307.901, may apply.”



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EXCEPTIONAL DESIGN
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In Witness Whereof, the parties by their duly authorized representatives, have caused this agreement to be executed as of the date first written above.

DLZ ARCHITECTURE, INC.

ASHTABULA COUNTY COMMISSIONERS

By: Robert P. Kirklev, PE
(Name)

(Signature)

President
(Title)

2025 08-26
(Date)

By: J.P. Ducro, IV
(Name)

(Signature)

Commissioner - President
(Title)

9-16-25
(Date)

By: Eric B. Ratts, AIA
(Name)

(Signature)

Vice President
(Title)

2025 08-26
(Date)

By: Casey R. Kozlowski
(Name)

(Signature)

Commissioner - Vice President
(Title)

9-16-25
(Date)

By: Kathryn L. Whittington
(Name)

(Signature)

Commissioner
(Title)

9-16-25
(Date)

EXHIBITS

Exhibit A: DLZ Professional Services and Fee

Exhibit B: DLZ Standard Terms and Conditions

Exhibit C: DLZ 2025 Rate Schedule for Reimbursable Expenses



INNOVATIVE IDEAS
EXCEPTIONAL DESIGN
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EXHIBIT A

SCOPE OF SERVICES

The Ashtabula County Board of Commissioners selected DLZ Architecture, Inc. (DLZ) for the Ashtabula County Sheriff's Office and Jail Expansion and Partial Renovation project. The Scope of Services and associated fees indicated are for the following project phases:

- Schematic Design
- Design Development
- Construction Document
- Bidding/Procurement
- Construction Administration/Project Close-Out

PROFESSIONAL SERVICES

DLZ will provide the Basic Services noted in this Exhibit A for the new Ashtabula County Sheriff's Office and Jail Expansion and Partial Renovation project. The project is located at 25 West Jefferson Street, Jefferson, Ohio.

DLZ will provide professional services for architecture; interior design; civil, structural, mechanical, plumbing, fire protection, electrical engineering; technology design; and landscape architecture. DLZ will be the professional of record for each of these disciplines.

DLZ will assist Ashtabula County with the Ohio Department of Rehabilitation and Corrections (ODRC) Bureau of Adult Detention (BAD) Planning and Approval Process (PAP). This includes the following Phases:

- Phase One: Schematic Design
- Phase Two: Design Development
- Phase Three: Construction Documents
- Phase Four: Bidding/Construction
- Phase Five: Transition/Occupancy/Activation

SCHEMATIC DESIGN PHASE

The Building Program, which outlines the spaces and their respective dimensions, was established during the Feasibility Study conducted by DLZ. DLZ's Concept Plan from the Feasibility Study is the basis for Schematic Design. The concept plan includes interior spaces such as vehicle sallyport, intake and booking, holding cells, inmate property storage, general population housing, medical area, indoor/outdoor recreation, program classroom, jail administration, and associated areas. We also understand we will need to meet with the local historic group to discuss the project parameters.

The scope of work may also include renovating the following existing areas: vehicle sallyport, storage near the vehicle sallyport, intake/booking, holding cells, and jail administration area. The extent of the renovation will be determined during the Schematic Design Phase.

DLZ shall prepare Schematic Design Documents for the Owner's review and approval. The Schematic Design Documents may consist of drawings and other documents, including a site layout plan and preliminary floor plans. Preliminary selections of major building systems, construction materials, and site utilities will be described in written narratives.

DLZ will consider the value of alternative materials, building systems, and equipment, together with other considerations based on program and aesthetics, in developing a schematic design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

The Owner selected Construction Manager (CM) will develop a range of probable construction costs and a probable overall project cost. The CM will develop a project schedule. DLZ will review the CM's prepared estimates and schedule.

With the CM, DLZ will present the Schematic Design documents to the Ashtabula County Board of Commissioners for review and approval. The documents will generally include a scope of work, schedule, and budget. Upon approval, the CM and DLZ will commence with the Design Development Phase.

DESIGN DEVELOPMENT PHASE

Based on the Owner's approval of the Schematic Design Documents and the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, DLZ will prepare Design Development for the Owner's review and approval. The Design Development Documents will illustrate and describe the development of the approved Schematic Design Documents and may consist of drawings and other documents, including plans, sections, typical construction details, single-line diagrams, and diagrammatic layouts of building systems to fix and describe the size and character of the Project. The Design Development Documents may also include narratives that identify major materials and systems and establish, in general, their quality levels.

DLZ will incorporate the design requirements of government authorities having jurisdiction over the Project into the Design Development Documents.

The CM will update the range for probable construction costs and the probable overall project cost. The project schedule will also be updated.

With the CM, DLZ will present the Design Development Documents to the Ashtabula County Board of Commissioners for review and approval. The documents will generally include a scope of work, schedule, and budget. Upon approval, the CM and DLZ will commence with the Construction Documents Phase.

CONSTRUCTION DOCUMENTS PHASE

Based on the Owner's approval of the Design Development Documents, and the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, DLZ will prepare Construction Documents for the Owner's approval. The Construction Documents illustrate and describe the further development of the approved Design Development Documents. They will include Drawings (BIM Level of Development 300) and Specifications detailing material quality, performance criteria, and other construction requirements. The Owner and DLZ acknowledge that, to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples, and other similar submittals, which DLZ shall review for general conformance.

DLZ will incorporate the design requirements of government authorities having jurisdiction over the Project into the Construction Documents.

Note that site/civil and landscape architecture specifically includes:

- 1 Design and layout of site improvements and related materials, details, and schedules
- 2 Site Removals and Protection Plan
- 3 Site Improvements: Geometrics and Layout Plan
- 4 Design Grading and Erosion Control Plan
- 5 Landscape Plan
- 6 Site Utility Plan
- 7 Design Storm Sewer Drainage Plan.
- 8 Design Site Details
- 9 Prepare technical specifications for items specified in the plans
- 10 Develop and apply for the State Construction General Stormwater Permit
- 11 Prepare and submit the County/City Drainage Permit documents for the site
- 12 Coordinate utility connections (electrical, gas, sanitary, water, storm, cable TV, telephone, and fiber)

During the development of the Construction Documents, DLZ will assist the Owner and the CM in the development and preparation of:

1. The Conditions of the Contract for Construction (General, Supplementary, and other Conditions).

With the CM, DLZ will compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

The CM will update the range for probable construction costs and the probable overall project cost. The project schedule will also be updated.

With the CM, DLZ will present the Construction Documents to the Ashtabula County Board of Commissioners for review and approval. The documents will generally include a scope of work, schedule, and budget. Upon approval, the CM and DLZ will commence with the Bidding Phase.

BIDDING PHASE

The project will be bid with multi-prime contractors, with the CM. The CM will develop the scope of work for each bid package, establish a list of prospective bidders, distribute the Bidding Documents to prospective bidders, organize and conduct a non-mandatory pre-bid conference for prospective bidders, and prepare the Agreements Between Owner and Contractors.

Following the Owner's approval of the Construction Documents, DLZ will assist the Owner and the CM with bidding the Project by:

1. preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda;
2. participate in the bid opening;
3. review the responsiveness of bids;
4. recommending the successful bid, if any.

The Ashtabula County attorney should also review the bids and the Agreements Between Owner and Contractors.

CONSTRUCTION ADMINISTRATION AND PROJECT CLOSEOUT

DLZ will provide Construction Administration as defined in a typical AIA Standard Form of Agreement, and the General Conditions of the Contract for Construction. If the Owner, the CM, and/or Contractor modify AIA Document A201-2017, those modifications shall not affect DLZ's services under this Agreement unless the Owner and the Architect amend this Agreement.

DLZ will advise and consult with the Owner and the CM during the Construction Phase Services. DLZ will have the authority to act on behalf of the Owner. DLZ will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences, or procedures, or safety precautions and programs in connection with the Work, nor shall DLZ be responsible for the Contractor's failure to perform the Work by the requirements of the Contract Documents. DLZ shall not be responsible for, acts or omissions of the Contractor or any other persons or entities performing portions of the Work.

DLZ's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the final Certificate for Payment is issued.

DLZ will participate in monthly construction progress meetings with the Owner, the CM, and Contractors. The CM will be required to conduct the meetings and provide meeting notes.

DLZ will visit the site at intervals monthly to become generally familiar with the progress and quality of the portion of the Work completed, and to determine if the Work visually observed, is generally being performed in a manner indicating that the Work, when fully completed, will generally be in conformance with the Contract Documents. However, DLZ shall not be required to make exhaustive or continuous on-site observations to check the quality or quantity of the Work.

Based on the site visits, DLZ will keep the Owner and the CM reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner and the CM:

1. known deviations from the Contract Documents,
2. defects and deficiencies visually observed in the Work.

DLZ has the authority to reject Work that does not conform to the Contract Documents. Whenever DLZ considers it necessary or advisable, DLZ will have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed, or completed. However, neither this authority of DLZ 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 DLZ to the Contractor, Subcontractors, suppliers, their agents, or employees, or other persons or entities performing portions of the Work.

DLZ will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on the written request of either the Owner or Contractor. DLZ'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 DLZ will 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, DLZ will endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith.

DLZ will serve as the Initial Decision Maker, as defined in AIA Document A201–2017. DLZ will render initial decisions on Claims between the Owner and Contractors as provided in the Contract Documents.

Certificates for Payment to Contractor

Monthly, the CM and DLZ will review and certify the amounts due to the Contractors and will issue certificates in such amounts. DLZ's certification for payment will constitute a representation to the Owner, based on DLZ's evaluation of the Work and on the data comprising the Contractor's Application for Payment, that, to the best of DLZ's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in general accordance with the Contract Documents, and that the Contractors are entitled to payment in the amount certified. The foregoing representations are subject to:

1. a visual observation of the Work for conformance with the Contract Documents upon Substantial Completion,
 2. results of subsequent tests and inspections,
 3. correction of minor deviations from the Contract Documents before completion, and
 4. specific qualifications expressed by DLZ.
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The issuance of a Certificate for Payment shall not be a representation that DLZ has:

1. made exhaustive or continuous on-site observations to check the quality or quantity of the Work,
2. reviewed construction means, methods, techniques, sequences or procedures,
3. reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or
4. ascertained how or for what purpose the Contractors have used money previously paid on account of the Contract Sum. The CM will maintain a record of the Applications and Certificates for Payment.

Submittals

DLZ will review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. DLZ'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 DLZ's professional judgment, to permit adequate review.

DLZ will 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 the information given and the design concept expressed in the Contract Documents. Review of such submittals is not to determine 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. DLZ's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences, or procedures. DLZ's approval of a specific item shall not indicate approval of an assembly of which the item is a component. DLZ will typically review submittals within fifteen (15) workdays.

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. In that case, DLZ will specify the appropriate performance and design criteria that such services must satisfy. DLZ will review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to DLZ.

DLZ's visual review will be limited to checking for general conformance with the information provided and the design concept expressed in the Contract Documents. DLZ will be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

DLZ will review and respond to requests for information about the Contract Documents. DLZ will 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. DLZ's response to such requests will be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If

appropriate, DLZ will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

The CM will maintain a record of submittals and copies of submittals supplied by the Contractor to meet the requirements of the Contract Documents.

DLZ may order 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. DLZ will assist the CM in preparing Change Orders and Construction Change Directives for the Owner's approval and execution of the Contract Documents.

The CM will maintain records relative to changes in the Work.

Project Completion

Working with the CM, DLZ will:

1. conduct visual observations to determine the date or dates of Substantial Completion and the date of completion;
2. issue Certificates of Substantial Completion;
3. forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
4. issue a final Certificate for Payment based upon a final visual observation indicating that, to the best of DLZ's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

DLZ's visual observations will be conducted with the Owner to check the 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 Substantial Completion has been achieved, the CM and DLZ will inform the Owner about the balance of the Contract Sum remaining to be paid to the Contractors, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

The CM will forward to the Owner the following information received from the Contractors:

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 Owner against liens; and
 3. any other documentation required of the Contractors under the Contract Documents.
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Approximately ten (10) months from the date of Substantial Completion, the CM and DLZ will, without additional compensation, walk the facility and site with the Owner and Contractors to review the operations and performance. This walkthrough will identify issues that might have arisen after the substantial completion. The objective is for issues to be corrected before the one (1) year warranty expiration. The CM will prepare the meeting notes as follows:

1. Prepare a Checklist: Develop a checklist of the areas and systems to be reviewed.
2. Documentation: Prepare notes and photographs of the issues identified.
3. Involve Key Personnel: Representatives from Ashtabula County, the CM, DLZ, and the Contractors should be present. Their combined knowledge and expertise will help identify and address potential problems.
4. Follow-Up Plan: Working together, establish a clear plan for follow-up actions, including timelines for repairs and subsequent observations to verify that issues have been resolved.

PROJECT SCHEDULE

DLZ proposes the following Project Schedule:

Schematic Design	Eight weeks
Design Development	Ten Weeks
Construction Documents	Twelve weeks
Bidding and Procurement	Approximately 8 weeks
Construction Administration and Project Closeout	Approximately 24 months

After each phase, the Ashtabula County Board of Commissioners will review and approve the completed work before the CM and DLZ commence with the next phase.

PROFESSIONAL SERVICES FEE

Based on a \$40,000,000 hard construction budget, DLZ will provide the noted professional services and scope of work for the following lump sum fee:

Schematic Design (SD)	\$575,000
Design Development (DD)	\$725,000
Construction Documents (CD)	\$900,000
Bidding/Procurement	\$120,000
Construction Administration/Project Close-out	\$630,000
TOTAL	\$2,950,000

At the completion of the SD, DD, CD, or Bidding phases, if the Commissioners approve a hard construction budget that is 5% or greater than the initial \$40,000,000, the total DLZ fee will be recalculated based on the revised and approved budget. If the approved budget is reduced, the fees included herein will not decrease. For any alternate bids, DLZ will be paid the same lump sum fee percentage as for the base scope of work.

RTM Consultants, Inc. (RTM) will provide code consulting. DLZ will submit RTM's invoices as a direct reimbursement in addition to the Basic Services lump sum fee. RTM's costs should be approximately \$7,500.00.

The following services are excluded and may be provided as an Additional Service in accordance with Exhibit C, if necessary:

1. Site survey
 2. Geotechnical exploration and report
 3. Testing of equipment and materials or building construction
 4. Services related to Building Commissioning
 5. Sustainability documentation
 6. Energy Modeling
 7. Cost Estimating
 8. Traffic studies or pedestrian route studies
 9. Irrigation design
 10. Subsurface utility engineering
 11. Design of any utilities not already adjacent to the site, including offsite utility extensions. (Utility connections are assumed to be adequate for the development)
 12. Floodplain permitting
 13. Wetland or water of the US determinations
 14. Wetland or stream mitigation and/or restoration plans
 15. Local variance applications, submittals, and hearings
 16. Re-zoning of project site
 17. Threatened or endangered species surveys
 18. Archaeological investigations
 19. Land acquisition
 20. Right-of-way Engineering, including, but not limited to, roadway planning, design, and streetscape
 21. Environmental reviews
 22. Services resulting from significant changes in the general scope, extent or character of the Project or its design. This could include changes in size or complexity of the project, the Client's schedule, Client's budget, construction delivery method, and method of financing.
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EXHIBIT [B]

DLZ'S STANDARD TERMS AND CONDITIONS

1. **INVOICES AND PAYMENT:** Unless the parties have agreed otherwise, DLZ will submit monthly invoices to CLIENT for services performed in the prior month. Except to the extent CLIENT disputes in good faith all or a portion of a DLZ invoice, CLIENT will pay DLZ the invoiced amount within thirty (30) days from the date of the invoice; and, in default of such payment, agrees to pay all cost of collection, including reasonable attorney's fees, regardless of whether legal action is initiated. Invoiced amounts not in dispute will accrue interest at one percent (1%) per month after they have been outstanding for over thirty (30) days. If an invoiced amount not in dispute remains unpaid sixty (60) days after the date of the invoice, DLZ may, upon giving seven (7) days written notice of its intent to do so, suspend all project services until all unpaid invoiced amounts not in dispute are paid in full. If an invoice remains unpaid ninety (90) days after the date of the invoice, DLZ may, upon giving seven (7) days written notice of its intent to do so, declare CLIENT to be in breach of this agreement.
2. **CONSTRUCTION SERVICES:** If DLZ's scope of services includes providing professional services during the project's construction phase, DLZ will not have control over or be responsible for contractor means, methods, techniques, sequences, procedures, or schedule, or the contractor's failure to comply with the construction contract documents or applicable laws, ordinances, rules or regulations. If DLZ provides construction inspection or observation services, DLZ will report to CLIENT all contractor deviations from the construction contract documents that come to DLZ's attention. However, such services are solely intended to enable DLZ to maintain familiarity with, and keep CLIENT informed of, the general progress and quality of the contractor's work, and not to require DLZ to perform exhaustive inspections of contractor work for its compliance with the construction contract documents, which shall remain solely contractor's responsibility.
3. **CHANGES IN REQUIREMENTS:** In the event additional services are required due to a change, after the date of this agreement, in CLIENT's requirements, or in the applicable law, standards, or governmental requirements or policies, DLZ will be entitled to additional compensation for such additional services.
4. **SURVEY STAKING:** If DLZ's scope of services includes survey layout, DLZ will not be responsible for subsequent disturbances of its layout except to the extent caused by DLZ or persons for whom it is responsible.
5. **MISCELLANEOUS EXPENSES:** Except to the extent otherwise provided in this agreement, CLIENT is responsible for all third-party fees and charges including, without limitation, fees and charges for inspections, zoning or annexation applications, assessments, soils engineering, soils testing, aerial topography, permits, rights-of-entry, bond premiums, title company charges, blueprint and reproduction costs, and all other third-party fees and charges.
6. **CHANGE OF SCOPE:** DLZ's scope of services in this agreement is based on facts known at the time of execution of this agreement, including, if applicable, information supplied by CLIENT. DLZ will promptly notify CLIENT in writing of any perceived changes to its scope of services required by new information or by persons or circumstances beyond DLZ's control, and the parties shall negotiate modifications to this agreement before DLZ begins performance of the revised scope.
7. **SAFETY:** DLZ will take reasonable steps to protect the safety of its employees, and to perform its services in a safe manner. DLZ is not responsible for project safety other than with regard to its own services.
8. **REUSE OF PROJECT DELIVERABLES:** CLIENT's use of any project documents or DLZ deliverables, including electronic media, for any purpose other than that for which such documents or deliverables were originally prepared, or alteration of such documents or deliverables without written verification or adaption by DLZ for the specific purpose intended, will be at CLIENT's sole risk.
9. **OPINIONS OF CONSTRUCTION COST:** Any opinion of construction costs prepared by DLZ is supplied for the general guidance of the CLIENT only. Since DLZ has no control over competitive bidding or market conditions, DLZ cannot guarantee the accuracy of such opinions as compared to contractor bids or actual cost to CLIENT.
10. **INSURANCE:** During the performance of its services and for two years thereafter, DLZ will maintain the following minimum insurance coverage: General Liability- \$1,000,000 per occurrence, \$2,000,000 general aggregate, \$2,000,000 products/completed operations aggregate, \$1,000,000 personal/advertising injury aggregate; Automobile Liability- \$1,000,000 combined single limit; Workers Compensation and Employers Liability- in conformance with statutory requirements, and \$1,000,000 employers liability; and Professional Liability- \$2,000,000 per claim and in the aggregate; Cyber Liability - \$1,000,000 per occurrence. Certificates evidencing such coverage will be provided to CLIENT upon request. If DLZ is providing construction phase services, CLIENT agrees to require its contractor to include DLZ as an additional insured on the contractor's General Liability and Automobile Liability insurance policies, and DLZ's above-listed coverage will be excess over the contractor's coverage, which will be primary.
11. **INDEMNITY:** To the fullest extent permitted by law, each of the parties agrees to indemnify and save harmless the other party from and against all liability, damages, and expenses, including reasonable attorney's fees, sustained by the other party by reason of injury or death to persons or damage to tangible property, to the proportionate extent caused by the negligent acts or omissions of the indemnifying party or its employees.
12. **CONSEQUENTIAL DAMAGES:** Neither party will be liable to the other for consequential, special, incidental, indirect, liquidated, or punitive damages.
13. **LIABILITY:** No employee of DLZ or of its parent, subsidiary, or affiliated companies will be personally liable to CLIENT. DLZ's total liability to CLIENT, and any coverage of CLIENT as an additional insured under any of DLZ's insurance policies, for injuries, claims, losses, expenses or damages arising out of DLZ's services or this agreement from any causes including, but not limited to, DLZ's negligence, error, omissions, strict liability, or breach of contract, will not exceed the total compensation received by DLZ under this agreement.
14. **DISPUTES:** Any claim or controversy arising out of or relevant to this agreement, or the breach thereof, shall be settled by binding arbitration in the state in which the project is located, in accordance with the rules of the American Arbitration Association, and judgment upon any award rendered by the arbitrator(s) may be rendered in any court having jurisdiction thereof.
15. **STATUTE OF LIMITATIONS:** The parties agree that the time period for bringing claims regarding DLZ's Service's under this agreement expires on the earlier of one year after completion of the project, or two years after completion of DLZ's project services.
16. **DELAYS:** DLZ is not responsible for delays caused by persons or circumstances for which DLZ is not responsible.
17. **SHOP DRAWINGS:** If DLZ's scope of services includes reviewing shop drawings, such reviews are solely with regard to their general conformance with the design concept, and not for the purpose of reviewing or approving their accuracy, completeness, dimensions, quantities, constructability, compatibility with other construction components, or compliance with the requirements of the construction contract documents, all of which remain the contractor's responsibility. DLZ is not responsible for reviewing or approving the contractor's safety precautions or construction means, methods, sequences or procedures.
18. **ACCEPTANCE:** Both parties will consider DLZ's initiation of services prior to execution of this agreement in order to accommodate CLIENT, at CLIENT's request, as CLIENT's formal acceptance of all of the terms and conditions in this agreement.
19. **STANDARD OF CARE:** DLZ will perform its services with the care and skill ordinarily exercised by members of its profession currently practicing under similar conditions in the same locale. DLZ does not make, and expressly disclaims, any other warranties, express or implied, relating to its services including, without limitation, warranties of merchantability and fitness for a particular purpose. DLZ shall be entitled to rely on all CLIENT-provided information except to the extent otherwise stated in the agreement.

EXHIBIT B
DLZ INDIANA, LLC - STANDARD FEE STRUCTURE - 2025 ENGINEERING/ARCHITECTURE

<i>Bill Class Code</i>	<i>Employee Classification</i>	<i>Hourly Rate</i>
001	Officer / Principal Architect	\$305.00
005/003	Division Manager/Director	\$285.00
007	Department Manager	\$260.00
246/14/B33	Registered Land Surveyor/Survey Coordinator/Right of Way Coordinator	\$170.00
008/B10	Senior Project Manager / Project Manager II	\$250.00
B09/708	Project Manager I / Group Manager	\$237.50
A12/A72/490/480/201/234	Engineer VI/Architect VI/Landscape Arch. VI/ Planner VI/ Scientist VI/Surveyor VI	\$245.00
A11/A71/A94/B03	Engineer V/Architect V/Landscape Arch. V/Planner V/Scientist V/Surveyor V	\$240.00
A10/A70/A80/A93/A60/B02	Engineer IV/Architect IV/Landscape Architect IV/Planner IV/Scientist IV/Surveyor IV	\$225.00
216/102/112/264/B01	Engineer III/Architect III/Landscape Architect III/Planner III/Scientist III/Surveyor III	\$200.00
217/107/A78/A91/265	Engineer II/Architect Associate II/Landscape Architect II/Planner II/Scientist II/Surveyor II	\$170.00
218/106/A77/A90/266/246	Engineer I/Architect Associate I/Landscape Architect I/Planner I/Scientist I/Surveyor I	\$135.00
902	Designer I	\$122.50
901	Designer II	\$135.00
900/258	Designer III / Utility Coordinator	\$185.00
906	Technician	\$100.00
903	Technician IV	\$130.00
B33	Right of Way Agent II	\$130.00
220	Construction Observer Manager /Administrator	\$180.00
221	Construction Observer	\$145.00
043	Clerical	\$82.50
041	Office Services Coordinator	\$122.50
980	Intern / Apprentice	\$85.00

<i>Activity Code</i>	<i>Crew Classification</i>	<i>Hourly Rate</i>
142/99	2 - person Topographic Survey Crew	\$295.00
142/99	2 – person Topographic Survey Crew (overtime)	\$365.00
336/127	1 – person Field Crew / Party Chief	\$175.00
336/127	1 – person Field Crew / Party Chief (overtime)	\$245.00
GPS/339	1 – person GPS/RTK Field Crew	\$245.00
SCAN	HDS Laser / UAS Scanning Crew	\$350.00
13/94	Rodman/ Survey Technician / Survey-Mapping Assistant	\$125.00

<i>Reimbursable Expenses</i>	<i>Rate</i>
Mileage	\$0.70/mile
Travel Expenses	@ Cost
Living Expenses	@ Cost
Reproduction	Cost plus 20%
Subconsultants	Cost plus 20%
Equipment Rental	Cost plus 20%

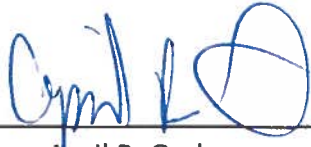
Rates are subject to revision on January 1 of each year. Cost of living/inflation increases of 3 to 7% per annum can be anticipated.

Signature Page

AGREEMENT TITLE: Agreement for Architecture and Engineering Services

APPROVED as to Legal Form Only.

Approved by: _____



April R. Grabman
Ashtabula County Prosecutor

Dated: _____

9/18/2025


Reviewed by Earl F. Stoll, Assistant Prosecutor

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Signature Page

AGREEMENT TITLE: Agreement for Architecture and Engineering Services

APPROVED as to Legal Form Only.

Approved by:  _____
April R. Grabman
Ashtabula County Prosecutor

Dated: 9/8/2025

Reviewed by Earl F. Stoll, Assistant Prosecutor 