

RESOLUTION APPROVING AMENDMENT TO THE AGREEMENT BETWEEN THE ASHTABULA COUNTY BOARD OF COMMISSIONERS AND GUIDE STUDIO, INC.

WHEREAS, on December 5, 2023 by Resolution No. 2023-597 and on August 27, 2024 by Resolution No. 2024-397, The Ashtabula County Board of Commissioners approved agreements with Guide Studio, Inc.; and

WHEREAS, an amendment has now been presented 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 planning, design, and implementation of signage across the county campus and potential stand-alone offices/buildings.

Amended Scope of Services

The scope of services is hereby amended to include the purchase and installation of:

- **Exterior signage** in accordance with the quote submitted by Brilliant Electric Sign Co., Ltd., attached hereto as *Exhibit C*, in the amount of **\$76,226.00**.
- **Interior signage** in accordance with the quote submitted by ASI Signage Innovations, attached hereto as *Exhibit D*, in the amount of **\$208,574.00**.

Not-to-Exceed Amount:

As a result of this amendment, the total not-to-exceed amount for the agreement with Guide Studio, Inc. increased by **\$284,800.00**, for a total project cost of \$320,300.00.

Incorporation of Prior Resolutions:

This amendment formally incorporates the following Board resolutions related to the project:

Resolution 2023-597, adopted on December 5, 2023, attached hereto as *Exhibit E*.

Resolution 2024-397, adopted on August 27, 2024, attached hereto as *Exhibit F*.

WHEREAS, all other terms and conditions of the original agreement not modified herein shall remain in full force and affect; and

WHEREAS. this Board of Commissioners agrees to the amendment; now

THEREFORE, BE IT RESOLVED, By the Board of Commissioners of Ashtabula County, Ohio that the Amendment to the Agreement between the Ashtabula County Board of Commissioners and Guide Studio, Inc. is approved in accordance with the copy 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. 2025-519

November 25, 2025

**RESOLUTION APPROVING AMENDMENT TO THE AGREEMENT BETWEEN THE
ASHTABULA COUNTY BOARD OF COMMISSIONERS AND GUIDE STUDIO, INC.**

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

AMENDMENT TO AGREEMENT BETWEEN THE ASHTABULA COUNTY BOARD OF COMMISSIONERS AND GUIDE STUDIO, INC.

This Amendment is made and entered into by and between the Ashtabula County Board of Commissioners (“County”) and Guide Studio, Inc. (“Consultant”) to amend the existing Professional Services Agreement for wayfinding and signage services.

WHEREAS, the County entered into an agreement with Guide Studio, Inc. to provide professional services related to the programming and implementation of signage across the County campus and potentially for stand-alone offices and buildings; and

WHEREAS, the County desires to amend the scope of services under the existing agreement to include the procurement and installation of interior and exterior signage for the Ashtabula County Courthouse Campus; and

WHEREAS, as part of the Request for Proposal process, Guide Studio Inc. has obtained proposals from signage vendors for these services and the County wishes to proceed with said work under the project management of Guide Studio, Inc.

NOW, THEREFORE, the parties agree to amend the original agreement as follows:

1. Amended Scope of Services:

The scope of services is hereby amended to include the purchase and installation of:

- o **Exterior signage** in accordance with the quote submitted by Brilliant Electric Sign Co., Ltd., attached hereto as *Exhibit C*, in the amount of **\$76,226.00**.
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2. Not-to-Exceed Amount:

As a result of this amendment, the total not-to-exceed amount for the agreement with Guide Studio, Inc. is increased by **\$284,800.00**, for a total project cost of \$320,300.00

3. Incorporation of Prior Resolutions:

This amendment formally incorporates the following Board resolutions related to the project:

- o *Resolution 2023-597*, adopted on December 5, 2023, attached hereto as *Exhibit E*.
- o *Resolution 2024-397*, adopted on August 27, 2024, attached hereto as *Exhibit F*.

All other terms and conditions of the original agreement not modified herein shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date last signed below.

Aethabula Wayfinding Schematic Budget - May 10, 2024

SIGN TYPE	QTY	UNIT	UNIT PRICE		EXTENDED PRICE		NOTES
			LOW	HIGH	LOW	HIGH	
Exterior							
1 1	3	EA	\$13,000.00	\$14,500.00	\$39,000.00	\$43,500.00	
1 2	1	EA	\$12,000.00	\$12,500.00	\$12,000.00	\$12,500.00	
1 3	1	EA	\$3,500.00	\$3,750.00	\$3,500.00	\$3,750.00	
3 1	1	EA	\$14,000.00	\$15,000.00	\$14,000.00	\$15,000.00	
3 2	3	EA	\$5,000.00	\$5,750.00	\$15,000.00	\$17,250.00	
4 1	5	EA	\$5,000.00	\$6,000.00	\$25,000.00	\$30,000.00	
4 2	5	EA	\$8,500.00	\$2,000.00	\$42,500.00	\$10,000.00	high includes lighting
4 3	4	EA	\$6,000.00	\$11,000.00	\$24,000.00	\$44,000.00	high includes lighting
5 1	11	EA	\$2,000.00	\$2,500.00	\$22,000.00	\$27,500.00	
5 2	3	EA	\$2,000.00	\$2,500.00	\$6,000.00	\$7,500.00	
5 3	5	EA	\$2,000.00	\$2,500.00	\$10,000.00	\$12,500.00	
5 4	3	EA	\$0.00	\$0.00	\$0.00	\$0.00	
6 1	2	EA	\$10,000.00	\$12,000.00	\$20,000.00	\$24,000.00	
A 1	4	EA	\$1,570.00	\$1,775.00	\$6,280.00	\$7,100.00	
A 2	14	EA	\$1,120.00	\$1,400.00	\$15,680.00	\$19,600.00	
Subtotal	65				\$254,960.00	\$274,200.00	

Interior							
B 1	29	EA	\$200.00	\$225.00	\$5,800.00	\$6,525.00	
B 2	5	EA	\$220.00	\$250.00	\$1,100.00	\$1,250.00	
B 3	13	EA	\$345.00	\$375.00	\$4,485.00	\$4,875.00	
B 4	123	EA	\$125.00	\$175.00	\$15,375.00	\$21,525.00	
B 5	64	EA	\$125.00	\$175.00	\$8,000.00	\$11,200.00	
B 6	1	EA	\$2,690.00	\$2,800.00	\$2,690.00	\$2,800.00	
C 1	23	EA	\$175.00	\$205.00	\$4,025.00	\$4,715.00	
C 2	10	EA	\$345.00	\$375.00	\$3,450.00	\$3,750.00	
D 2	6	EA	\$170.00	\$185.00	\$1,020.00	\$1,110.00	
E 1	8	EA	\$150.00	\$175.00	\$1,200.00	\$1,400.00	
E 2	76	EA	\$175.00	\$175.00	\$10,260.00	\$13,300.00	
E 4	2	EA	\$330.00	\$350.00	\$660.00	\$700.00	
Subtotal	360				\$59,065.00	\$73,150.00	
Total based on Preliminary Programming			425		\$313,025.00	\$347,350.00	
Contingency				15%	\$46,953.75	\$69,470.00	
GRAND TOTAL				20%	\$399,978.75	\$416,820.00	

- GENERAL NOTES:**
1. Costs will be affected by final materials, dimensions, quantities, and overall design.
 2. Prices above include installation per sign type. Installation costs are typically affected by the quantity of signs implemented at once. (Greater quantities typically reduce overall installation costs)
 3. Above costs do not include Guide Studio bid & implementation management, permitting, engineering, running of power to illuminated signs, and additional cost/sfees by the fabricator.

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IN WITNESS WHEREOF, the parties have executed this Amendment as of the date last signed below.



Brilliant Electric Sign Co., Ltd.

4811 VAN EPPS ROAD, CLEVELAND, OHIO 44131-1082
(216) 741-3800 / (800)969-7446/ FAX (216) 741-8733



June 4, 2025

Katie Lamson
HR Specialist/Sr. Project Manager
Ashtabula County
25 West Jefferson St.
Jefferson, OH 44047

Dear Ms. Lamson,

Thank you for allowing Brilliant Electric Sign Co., Ltd. (BESCO) the opportunity to provide our detailed revised proposal for the Ashtabula County Court House Campus Signage located in Jefferson Ohio.

With this revision we have incorporated three additional ST1.2 signs, removed one ST1.3 sign, removed four ST 4.1 signs, removed three ST4.2 large signs, removed two ST4.3 signs, and added a allowance line item for miscellaneous additional signs and work scopes.

With our proposal we have included a description of the signage types based on the Guide Studio family of sign drawings.

We hereby submit specifications and quotation for the following:

Provide union labor, equipment, material and project management to perform the following work:

A. Primary Campus Entrance ID (ST 1.1)

Manufacture and install three (3) 5'-10" tall x 3'-10" wide double face, non-illuminated custom fabricated aluminum ground sign cabinets with dimensional copy and premium 3M vinyl copy and inset reveal. Cabinets to be mounted to standard brick base provided by BESCO. Work to include excavation of holes, setting of pole structures, new concrete footings and removal of spoils, all per provided Guide Studio drawings.

Price for A...\$ \$37,998.00 (\$12,666.00/each)

B. Secondary Campus Entrance ID (ST 1.2)

Manufacture and install four (4) 4'-8" tall x 3'-0" wide double face, non-illuminated custom fabricated aluminum ground sign cabinets with dimensional copy and premium 3M vinyl copy and inset reveal. Cabinets to be mounted to standard brick base provided by BESCO.





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Work to include excavation of holes, setting of pole structures, new concrete footings and removal of spoils, all per provided Guide Studio drawing.

Price for B...\$45,680.00 (\$11,420.00/each)

C. Campus ID Placemaking (ST1.3) (Optional Item) Removed from Scope

Manufacture and install one (1) 4'-0" tall x 1'-2" wide double face, non-illuminated custom fabricated flat aluminum panel with aluminum L brackets and first surface applied premium 3M digital print graphics with overlamine to be installed to existing single pole, all per provided Guide Studio drawing.

Price for C...\$0

D. Parking ID (ST 3.1)

Manufacture and install one (1) 7'-4" tall x 2'-4" wide double face, non-illuminated custom fabricated aluminum ground sign cabinets with dimensional circle, premium 3M vinyl copy and digital print graphic and inset reveal. Cabinets to be mounted to standard brick base provided by BESCO. Work to include excavation of holes, setting of pole structures, new concrete footings and removal of spoils, all per provided Guide Studio drawing.

Price for D...\$ \$12,178.00

E. Parking Information Entrance / Exit ID (ST 3.2)

Manufacture and install three (3) 4'-0" tall x 2'-0" wide double face, non-illuminated custom fabricated aluminum directional sign panels with premium 3M full face retro-reflective vinyl with printed text/graphics all mounted to 4" square tube posts. Work to include excavation of holes, setting of signs, new concrete footings and removal of spoils, all per provided Guide Studio drawing.

Price for E...\$ \$4,854.00 (\$1,618.00/each)

F. Building ID Ground (ST 4.1)

Manufacture and install one (1) 4'-6" tall x 5'-8" wide double face, non-illuminated custom fabricated aluminum directional sign panels with premium 3M full face retro-reflective vinyl with printed text/graphics all mounted to 4" square tube posts with side mechanical fasteners. Work to include excavation of holes, setting of signs, new concrete footings and removal of spoils, all per provided Guide Studio drawing.

Price for F...\$ \$2,356.00





Brilliant Electric Sign Co., Ltd.

4811 VAN EPPS ROAD, CLEVELAND, OHIO 44131-1082
(216) 741-3800 / (800) 969-7446 / FAX (216) 741-8733

G. Building ID – Dimensional Letters Large (ST 4.2)

Manufacture and install one (1) set of 9” tall custom fabricated non-illuminated reverse channel letters reading “County Government Building” mounted to custom fabricated aluminum raceway with LED illumination up-lighting flush mounted to wall areas, all per provided Guide Studio drawing.

Price for G...\$8,999.00

H. Building ID – Dimensional Letters Small Main Entrance (ST 4.2)

Manufacture and install one (1) set of 8” tall custom fabricated non-illuminated reverse channel letters reading “County Government Building” mounted to custom fabricated aluminum raceway with LED illumination up-lighting flush mounted to wall areas, all per provided Guide Studio drawing.

Price for H...\$8,688.00

I. Building ID – Logo (ST 4.3)

Manufacture and install two (2) 4’-10” x 6’-0” x 1” deep sign single face custom fabricated aluminum logo sign panels with applied premium 3M cut vinyl copy flush mounted to building surface, all per provided Guide Studio drawing.

Price for I...\$4,832.00 (\$2,416.00/each)

J. Entrance Plaque (ST 5.1)

Manufacture and install eleven (11) 3’-0” x 1’-6” x 1” deep sign single face custom fabricated aluminum logo sign panels with applied premium 3M full coverage digital print graphics with overlamine flush mounted to building surface, all per provided Guide Studio drawing.

Price for J...\$17,963.00 (\$1,633.00/each)





Brilliant Electric Sign Co., Ltd.

4811 VAN EPPS ROAD, CLEVELAND, OHIO 44131-1082
(216) 741-3800 / (800)969-7446/ FAX (216) 741-8733

K. Information/Regulatory – Post Mounted Trailblazer (ST 5.4)

Manufacture and install three (3) 3'-0" tall x 1'-6" wide single face, non-illuminated custom fabricated aluminum directional sign panels with premium 3M full face retro-reflective vinyl with printed text/graphics all mounted to 4" square tube posts. Work to include excavation of holes, setting of signs, new concrete footings and removal of spoils, all per provided Guide Studio drawing.

Price for K...\$ 3,678.00 (\$1,226.00/each)

L. Pedestrian Directional (ST 6.1)

Manufacture and install two (2) 7'-8" tall x 2'-0" wide double face, non-illuminated custom fabricated aluminum ground sign cabinets with one-piece full 3M digital print graphic and inset reveal. Work to include excavation of holes, setting of pole structures, new concrete footings and removal of spoils, all per provided Guide Studio drawing.

Price for L...\$11,348.00 (\$5,674.00/each)

M. Signage / Additional Miscellaneous Work Allowance

Price,,, \$50,000.00

Total price for Items A thru L.....\$ 208,574.00

Our terms are as follows: We will require payment of invoices for completed signs due net 30 days from the date of our invoice.

The following assumptions and clarifications are hereby known as part of our proposal:

1. We will provide all conceptual design and construction drawings which are included as part of our sign pricing.
2. We have assumed free, clear and ready access to all sign locations.
3. We have assumed adequate access to perform the sign installation during standard business hours (Monday thru Friday 7:30 am to 3:30 pm).
4. The above quoted price does not include sign permits, securing fees and stamped engineer fees (if applicable).
5. We have assumed the project is tax exempt from State of Ohio sales tax.
6. We have provided our pricing as a one complete project utilizing economies of scale in materials and labor with any change in quantity may affect our pricing.
7. We have assumed normal soil conditions and that there are no underground obstructions for the necessary footer work and that the new installations will occur in virgin soil.






Brilliant Electric Sign Co., Ltd.

4811 VAN EPPS ROAD, CLEVELAND, OHIO 44131-1082
(216) 741-3800 / (800)969-7446 / FAX (216) 741-8733

8. For the Building ID dimensional letters with up lighting, we will connect to adequate, accessible primary electrical service provided by others with in 5'-0" at the time of installation of the signage. We will coordinate with your electrical contractor on any necessary electrical requirements.
9. We have assumed existing signs will be removed by others. We will provide a separate price for sign removals once fully identified.
10. Our warranty is as follows: We offer an unconditional one (1) year warranty on all labor and materials – excluding vandalism and acts of God.
11. As Northeast Ohio's largest union sign company, all of our company's manufacturing and installation employees belong to International Union of Painters and Allied Trades, District Council #6, Sign Display and Allied Trade, Local #639. We self perform the building of the product and we are not "brokers" who have no capability to manufacture or install product unless they hire subcontractors.
12. We are a State of Ohio "Drug Free Workplace" and we will provide a copy of our certificate upon request.

Our proposal is valid for 30 days from date of proposal.

Thank you for allowing Brilliant Electric Sign Co., Ltd. the opportunity to provide our proposal to you and we look forward to working with you on this exciting project.

Approve by 
Date 11-25-25

Sincerely,
Brilliant Electric Sign Co., Ltd.



John McRae
Vice President



Quote No. CLEV 27842-01

May 21, 2025
Page 1 of 3



Customer Ashtabula County
Location Primary Location
Reference Ashtabula County Campus Interior Sign Program

Bill to
Ashtabula County
Katie Lamson
25 W. Jefferson St.
Jefferson, OH 44047
US
T: (440) 576-3318
F: (440) 576-2344
Email: KMLamson@ashtabulacounty.us

Ship to
Ashtabula County
Katie Lamson
25 W. Jefferson St.
Jefferson, OH 44047
US
T: (440) 576-3318
F: (440) 576-2344
Email: KMLamson@ashtabulacounty.us



Valid Until	07/29/2025	Revision Date	05/21/2025	Lead Time	7 - 8 Weeks	SR	Eric Kremer
F.O.B.	Origin	Revision No	1	Ship Method	Install Cldv-Prevailing	PM	Terri Hunt
Terms	Net 30 days					SA	Trisha Mortellaro

County

No.	Item	Description	Qty	UOM	Unit Price	Extension
1.	Email Invoice	Email invoice to: Katelin M. Lamson KMLamson@ashtabulacounty.us	1	Each	0.00	0.00
2.	ST A1 Primary Directional	36"h x 18"w SPJ Primary Directional panel mounted in an aluminum frame via magnets. Aluminum frame mounted to wall with screws.	4	Each	1,400.00	5,600.00
3.	ST A2 Secondary Directional	24"h x 18"w SPJ Secondary Directional panel mounted in an aluminum frame via magnets. Aluminum frame mounted to wall with screws.	14	Each	950.00	13,300.00
4.	ST B1 Department/Room ID	9"h x 6-1/2"w WS-1 / EBJ Department/Room ID, with notebar, mounted with VHB & silicone	29	Each	128.00	3,712.00
5.	ST B2 Courtroom ID	11-1/4"h x 6-1/2"w WS-1 / EBJ Courtroom ID, with notebar, mounted with VHB & silicone	5	Each	142.00	710.00
6.	ST B3 Department/Room ID - Projecting	9"h x 16"w Double sided Series 250 Flag, Department/Room ID, mounted with screws.	13	Each	210.00	2,730.00
7.	ST B4 Operational Room ID	5-1/2"h x 6-1/2"w WS-1 / EBJ Operational Room ID, mounted with VHB & silicone	123	Each	98.00	12,054.00
8.	ST B5 Office ID	5-1/2"h x 6-1/2"w WS-1 / EBJ Office ID, with notebar, mounted with VHB & silicone	64	Each	98.00	6,272.00
9.	ST B6 Dept./Office ID - Dimensional Letters	4"h x 1/4"t LPS bottom mounted to 1" square aluminum raceway, mounted with studs and silicone	1	Each	1,950.00	1,950.00

continued on next page

Quote No. CLEV 27842-01

May 21, 2025

Page 2 of 3





Customer Ashtabula County
Location Primary Location
Reference Ashtabula County Campus Interior Sign Program

No.	Item	Description	Qty	UOM	Unit Price	Extension
10.	ST C1 Public Convenience ID	9"h x 6-1/2"w EBJ Public Convenience ID, mounted with VHB & silicone	23	Each	110.00	2,530.00
11.	ST C2 Public Convenience ID - Projecting	12"h x 12-3/4"w Double sided Series 250 Flag, Public Convenience ID, mounted with screws.	10	Each	220.00	2,200.00
12.	ST D2 Informational/Regulatory - Vinyl	1-1/4"h SLTV	6	Each	85.00	510.00
13.	ST E1 In Case of Fire	11-1/2"h x 11"w WS-1 / EBJ In Case of Fire Evacuation Map holder, mounted with VHB & silicone Client to provide vector art maps	8	Each	120.00	960.00
14.	ST E2 Evacuation Plan	8-3/4"h x 11"w WS-1, Evacuation Map holder, mounted with VHB & silicone Client to provide vector art maps	76	Each	100.00	7,600.00
15.	ST E4 Exit ID		2	Each	299.00	598.00
16.	Design Services	Provide graphic design services including production-ready artwork.	1	Each	1,000.00	1,000.00
17.	Install Cleveland	Installation of interior signs at a Prevailing wage rate	1	Each	14,500.00	14,500.00
Subtotal						76,226.00
* Tax Exempt # to be obtained						0.00
Total						76,226.00

Quote Valid Until: July 29, 2025

By signing below, I approve and authorize this quote and acknowledge that I have read and agree to the attached terms and conditions.


 Submitted by _____
 Date 05/27/2025


 Approved by _____
 Date 11-25-25

 Print Name _____

continued on next page

Quote No. CLEV 27842-01

May 21, 2025

Page 3 of 3



Customer Ashtabula County
Location Primary Location
Reference Ashtabula County Campus Interior Sign Program

Conditions

WE ARE A CERTIFIED WOMEN BUSINESS ENTERPRISE (WBE) IN NEW YORK STATE.

Applicable sales tax will be applied to all orders until a valid tax exempt certificate has been received from the purchaser.



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:

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

**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**

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 Kozlowski, President

GUIDE STUDIO

BY:


Cathy Fromet, President
XXX?

APPROVED AS TO FORM:



Date: _____

Colleen M. O'Toole,
Ashtabula County Prosecutor

2003 (en 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.



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

Aye

J.P. Ducro IV

Aye

Casey R. Kozlowski

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

**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	D S
No matching records found					

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

[Previous](#) [Next](#)

OHIO AUDITOR OF STATE
KEITH FABER

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.

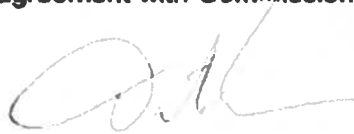
FISCAL OFFICER'S CERTIFICATE
5705.41 O.R.C.

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.



David Thomas, Ashtabula
County Auditor

Contact: Lisa Hawkins, Clerk

Date: August 20th, 2024