

## Architect/Engineer Agreement Form (K-12 School Project)

### State of Ohio Professional Services Agreements for Public Facility Construction

This Agreement is made as of the date set forth below between the State of Ohio, acting by and through the President and Treasurer of the School District Board, and the Architect/Engineer in connection with the Project.

**Project Number:** SFC-180447  
**Project Name:** Elida LSD  
**Site Address:** Various Locations within  
 Elida Local School District

**School District Board ("Owner"):** Elida LSD  
**Owner's Representative:** Joel Mengerink  
**Address:** 4380 Sunnydale Avenue  
 Elida, Ohio 45807

**Contracting Authority:** The School District Board above in conjunction with the  
**Ohio Facilities Construction Commission**  
**Project Manager:** Jordan Zarnary  
**Address:** 30 West Spring Street, 4th Floor  
 Columbus, Ohio 43215

**Architect/Engineer ("A/E"):** Garmann Miller  
**A/E's Principal Contact:** Chris Monnin  
**Address:** 38 S. Lincoln Drive  
 PO Box 71  
 Minster, Ohio 45865

#### ARTICLE 1 - SCOPE OF WORK; CONSTRUCTION BUDGET; EDGE COMMITMENT

**1.1** The A/E shall perform and provide all of the Services described in the Agreement.

**1.1.1** The project delivery method(s) for this Project shall be Construction Manager at Risk

**1.1.2** During the Construction Stage, the A/E and appropriate Consultants shall be present at the Site not less than 16 hours per week (excluding travel time to and from the Site) whenever any Work is in preparation or progress, unless otherwise expressly provided in writing by the Contracting Authority.

**1.2** The Construction Budget is **\$31,224,857.00**.

**1.3** The A/E shall contract with EDGE-certified Business Enterprise(s) for not less than 15.0 percent of the A/E's total compensation.

#### ARTICLE 2 - COMPENSATION

**2.1** The total compensation for the A/E's Services is **\$2,748,960.00**, (of which **\$2,329,223.00** is co-funded and of which **\$419,737.00** is locally funded initiatives), which includes the sum of (1) the Basic Fee, (2) Additional Services Fees, and (3) Reimbursable Expenses. The Owner shall pay the total compensation amount to the A/E in exchange for the A/E's proper, timely, and complete performance of the Services.

##### **2.2 Basic Fee.**

**2.2.1** For Basic Services provided by the A/E and all Consultants in accordance with the **A/E Scope of Services** attached as **Exhibit B**, the Owner shall pay the A/E the Basic Fee of **\$2,233,960.00**, (of which **\$1,899,038.00** is co-funded and of which **\$334,922.00** is locally funded initiatives), which shall not be exceeded without the prior written approval of the Contracting Authority and Owner, and an amendment to this Agreement. The Basic Fee is subject to the following allocation:

Project Stage	Associated Fee	Portion of Basic Fee
Program Verification	\$111,698.00	5%
Schematic Design	\$446,791.00	20%

SFC-180447

Elida LSD

Project Stage	Associated Fee	Portion of Basic Fee
Design Development	\$670,189.00	30%
Construction Documents	\$223,396.00	10%
GMP Proposal and Amendment	\$111,698.00	5%
Construction	\$558,490.00	25%
Closeout Deliverables	\$111,698.00	5%
<b>Total Basic Fee</b>	<b>\$2,233,960.00</b>	<b>100%</b>

**2.3 Additional Services Fees.**

**2.3.1** For Additional Services provided by the A/E and all Consultants, the Owner shall pay the A/E the Additional Services Fees of up to **\$376,500.00, (of which \$312,210.00 is co-funded and of which \$64,290.00 is locally funded initiatives)**, which shall not be exceeded without the prior written approval of the Contracting Authority and Owner, and an amendment to this Agreement. For Additional Services performed by a Consultant, Additional Services Fees shall be based on the Consultant's associated invoices to the A/E, and may include an A/E mark-up of 0 percent. The Additional Services Fees are subject to the following allocation:

Description of Additional Services	NTE/LS*	Associated Fee
Storm Shelter Consultant	NTE	\$15,000.00
Traffic Study	NTE	\$12,500.00
Environmental Phase I ESA	NTE	\$4,000.00
Geotechnical Testing	NTE	\$26,500.00
Quality Assurance Testing and Special Inspections	NTE	\$265,000.00
Asbestos Abatement Quality Assurance Testing	NTE	\$25,000.00
Asbestos Abatement Monitoring	NTE	\$13,500.00
Rendering – Revit Walk Through	NTE	\$15,000.00
<b>Total Additional Services Fees</b>		<b>\$376,500.00</b>

\* NTE = Not to Exceed Amount / LS = Lump Sum

**2.4 Reimbursable Expenses.**

**2.4.1** For Reimbursable Expenses incurred by the A/E and all Consultants, the Owner shall pay the A/E up to **\$138,500.00, (of which \$117,975.00 is co-funded and of which \$20,525.00 is locally funded initiatives)**, which shall not be exceeded without the prior written approval of the Contracting Authority and Owner, and an amendment to this Agreement. No A/E or Consultant mark-up shall be permitted on Reimbursable Expenses. Reimbursable Expenses are subject to the following allocation:

Description	NTE/LS*	Associated Amount
Additional Review Document Printing	Y	\$15,500.00
Plan Approval Fees	Y	\$81,000.00
Stormwater Permit Fees	Y	\$32,500.00
LEED Registration Fee & Review Fees	LS	\$9,500.00
<b>Total Reimbursable Expenses</b>		<b>\$138,500.00</b>

\* NTE = Not to Exceed Amount / LS = Lump Sum

**ARTICLE 3 - KEY PERSONNEL****3.1** The A/E's key personnel for the Project are:

- 3.1.1** Chris Monnin, Senior Management Lead;
- 3.1.2** Brian Wolf, Project Management Lead;
- 3.1.3** Bruce A. Miller, Project Design Lead –Architecture;
- 3.1.4** Mandy Niekamp, Project Architect, Quality Control Lead – Architecture;
- 3.1.5** Becky Baumer, Project Design Lead Interior Design;
- 3.1.6** Shira Elder, Project Design Lead Landscape Architect;
- 3.1.7** Craig Oldiges, Specification Writer;

- 3.1.8** Brian Wolf, Scheduler;
- 3.1.9** Martyn R. Blundall, Estimator
- 3.1.10** Jason Fleming, Construction Administrator;
- 3.1.11** Wayne Colman, Planning/Programming Lead;
- 3.1.12** Andrew Huelsman, Project Design Lead Mechanical;
- 3.1.13** Lee Westgerdes, Project Design Lead Plumbing;
- 3.1.14** Ben Miller, Project Design Lead Electrical;
- 3.1.15** John Ridder, Project Design Lead Technology;
- 3.1.16** Stanley Fuller, Structural Engineering;
- 3.1.17** Jezerinac Geers, Structural Engineering;
- 3.1.18** Jeff Puthoff, Civil Engineering;
- 3.1.19** Kevin Reichert, Environmental & Abatement Consultant;
- 3.1.20** David Wagner, Food Service.

**3.2** The identities of the A/E's key personnel, and the extent of their participation in performing the A/E's services as identified above, shall not be altered without the Contracting Authority's prior written consent.

**3.3** The A/E shall dismiss from the Project any individual employed by the A/E or Consultant who the Contracting Authority finds, in its sole discretion, to be incompetent; guilty of misconduct, or detrimental to the Project.

## **ARTICLE 4 - CONSULTANTS**

**4.1** The A/E's Consultants for the Project are:

**4.1.1** Civil Engineering:

Choice One Engineering  
440 E. Hoewisher Road  
Sidney, Ohio 45365

Jeff Puthoff, PE  
Matthew J. Hoying, PE

**4.1.2** Structural Engineering:

Jezerinac Geers  
5640 Frantz Road  
Dublin, Ohio 43017

Stanley Fuller, PE, SE

**4.1.3** Abatement Design:

CTL Engineering, Inc.  
102 Commerce Drive  
Wapakoneta, Ohio 45895

Kevin Reichert, CPG

SFC-180447

Elida LSD

**4.1.4 Food Services Design:**

Vorndran & Associates  
3125 Sterling Ridge Cove  
Fort Wayne, Indiana 46825

David Wagner, FCSI

**4.1.5 Storm Shelter Peer Review:**

Schultz Squared Architects, LLC  
1999 North Amidon Ave., Ste 373  
Wichita, Kansas 67206

Shauna Schultz, President  
Corey Schultz, Vice President

## **ARTICLE 5 - GENERAL PROVISIONS**

### **5.1 Effectiveness.**

**5.1.1** It is expressly understood by the A/E that none of the rights, duties, and obligations described in the Contract Documents shall be valid and enforceable unless the Treasurer of the School District first certifies that there is a balance in the School District's treasury or are in the process of collection to an appropriate fund, free from any previous encumbrance.

**5.1.2** Subject to **Section 5.1.1**, the Agreement shall become binding and effective upon execution by the School District Board and A/E, subject to approval of the Commission.

**5.1.2.1** If the A/E is a joint venture, **(1)** each individual joint venturer shall **(a)** sign the Agreement in its own name and **(b)** be a party to the Contract, and **(2)** the Contract shall be binding on and apply to all joint venturers jointly and severally.

**5.1.2.2** If the A/E is a limited liability company, which the Contracting Authority reasonably believes to be a special purpose or similar entity, the Contracting Authority may in its discretion require the limited liability company and each member of the limited liability company to **(1)** sign the Agreement in its own name and **(2)** be a party to the Contract. In that case, the Contract shall be binding on and apply to the limited liability company and to all of its members jointly and severally.

**5.1.2.3**

**5.1.3** This Agreement may be executed in several counterparts, each of which shall constitute a complete original Agreement, which may be introduced in evidence or used for any other purpose without production of any other counterparts.

### **5.2 Representations.**

**5.2.1** The A/E represents and warrants that it is not subject to an unresolved finding for recovery under ORC Section 9.24. If this representation and warranty is found to be false, the Agreement is void, and the A/E shall immediately repay to the Owner any funds paid under this Agreement.

**5.2.2** The A/E hereby certifies that neither the A/E nor any of the A/E's partners, officers, directors, shareholders nor the spouses of any such person have made contributions in excess of the limitations specified in ORC Section 3517.13.

**5.2.3** The A/E, by signature on this Agreement, certifies that it is currently in compliance with, and will continue to adhere to, the requirements of Ohio ethics laws and conflict of interest laws and will take no action inconsistent with those laws.

**5.2.4** The A/E affirms to have read and understands Executive Order 2011-12K and shall abide by those requirements in the performance of this Agreement. Notwithstanding any other terms of this Agreement, the State reserves the right to recover any funds paid for services the A/E performs outside of the United States for which it did not receive a waiver. The State does not waive any other rights and remedies provided the State in this Agreement.

SFC-180447

Elida LSD

**5.2.5** Pursuant to ORC Section 9.76(B), the Consultant warrants that it is not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade, including Israel, and will not do so during the term of this Agreement.

## ARTICLE 6 - ENUMERATION OF DOCUMENTS

**6.1** This Agreement includes the following documents:

**6.1.1 A/E Standard Terms and Conditions** attached as **Exhibit A**;

**6.1.2 A/E Scope of Services** attached as **Exhibit B**;

**6.1.3 Minimum Stage Submission Requirements** attached as **Exhibit C**;

**6.1.4 Contracting Definitions** attached as **Exhibit D**;

**6.1.5 A/E Special Terms and Conditions** attached as **Exhibit E**; Not Applicable

**6.1.6 Schedule of Locally Funded Initiatives** attached as **Exhibit F**.

## SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth below:

**Garmann/Miller Architects-Engineers**

**STATE OF OHIO, BY AND THROUGH THE  
SCHOOL DISTRICT BOARD**

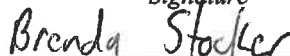
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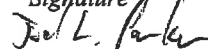
School District Board President



\_\_\_\_\_  
*Date*



\_\_\_\_\_  
*Signature*



\_\_\_\_\_  
*Printed Name*

School District Board Treasurer

SFC-180447

Elida LSD

### TREASURER'S CERTIFICATION

IT IS HEREBY CERTIFIED that the moneys required to meet the obligations of the **Board of Education of the Elida LSD** under the foregoing Agreement have been lawfully appropriated for such purposes and are in the treasury of the **Elida LSD** or are in the process of collection to an appropriate fund, free from any previous encumbrance.

\_\_\_\_\_  
*Purchase Order No.*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Printed Name*

School District Board Treasurer

### APPROVAL OF THE OHIO FACILITIES CONSTRUCTION COMMISSION

\_\_\_\_\_  
David M. Williamson

Executive Director

END OF DOCUMENT