

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-220488
Project Name: Celina-CSD-MER-CFAP-2021
Site Address: Various sites within the Celina CSD
 Mercer County

School District Board (“Owner”): Celina CSD
Owner’s Representative: Phil Metz
Address: 585 E. Livingston Street
 Celina, Ohio 45822

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

Architect/Engineer (“A/E”): Garmann Miller & Associates, Inc.
A/E’s Principal Contact: Eric Baltzell
Address: 38 S. Lincoln Drive
 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 20 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 \$106,635,225.00.

1.3 The A/E shall contract with EDGE-certified Business Enterprise(s) for not less than 11 percent of the A/E’s total compensation.

Article 2 - COMPENSATION

2.1 The total compensation for the A/E’s Services is **\$8,952,762.00**, (of which \$7,875,590.00 is Co-Funded and \$1,077,174.00 is LFI) 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 at **Exhibit B**, the Owner shall pay the A/E the Basic Fee of **\$7,427,590.00**, 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	\$371,380.00	5%
Schematic Design	\$1,485,518.00	20%
Design Development	\$1,485,518.00	20%

Project Stage	Associated Fee	Portion of Basic Fee
Construction Documents	\$2,228,276.00	30%
GMP Proposal and Amendment	\$371,380.00	5%
Construction	\$1,262,690.00	17%
Closeout Deliverables	\$222,828.00	3%
Total Basic Fee	\$7,427,590.00	100%

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 **\$1,173,534.00**, 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 «insert percentage» percent. The Additional Services Fees are subject to the following allocation:

Description of Additional Services	NTE/LS*	Associated Fee
Traffic Study	NTE	\$52,100.00
Environmental Site Assessment Phase 1	NTE	\$11,700.00
Surveys	NTE	\$51,300.00
Geotechnical Testing	NTE	\$53,000.00
Constructability and Cost Analysis	NTE	\$48,944.00
Quality Assurance Testing	NTE	\$765,301.00
Educational Visioning	NTE	\$30,000.00
Community Engagement Services	NTE	\$30,000.00
Abatement Consultant	NTE	\$131,189.00
Total Additional Services Fees		\$1,173,534.00

* 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 **\$351,638.00**, 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
Design Review Document Printing	NTE	\$40,000.00
Plan Approval Fees	NTE	\$224,238.00
Stormwater Permit Fees	NTE	\$30,000.00
Zoning Submittals and Fees	NTE	\$30,000.00
LEED Registration Fees	NTE	\$2,400.00
LEED Design and Construction Review Fees	NTE	\$25,000.00
Total Reimbursable Expenses		\$351,638.00

* 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 Eric Baltzell, Senior Management Lead;
- 3.1.2 Matt Hibner, Project Management Lead;
- 3.1.3 Mandy Niekamp, Project Design Lead – Architecture;
- 3.1.4 Katie Yinger, Project Architect;
- 3.1.5 Hannah Holtzapple, Specification Writer;
- 3.1.6 Curt South, Quality Control Lead – Architect;
- 3.1.7 Jason Fleming, Construction Contract Administrator.

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:

Access Engineering Solutions
1200 Imscher Blvd.
Celina, Ohio 45822

Brice Schmitmeyer

4.1.2 Structural Engineering:

Jezerinac Geers & Associates
5640 Frantz Road
Dublin, Ohio 43017

Stanley Fuller, PE, SE

4.1.3 Abatement Design:

Gandee & Associates, Inc.
642 Brookside Blvd
Westerville, Ohio 43081

Dennis Olive

4.1.4 Environmental, Geotechnical Engineering & Construction Testing:

TTL Associates
1915 North 12th Street
Toledo, Ohio 43604

Christopher Lott, PE

4.1.5 Modeling & Estimating Consultant:

Omega Metals Group
P.O. Box 122
St. Mary's, Ohio 45885

Dean Klosterman

4.1.6 Food Service Consultant:

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

David Wagner, FCSI

4.1.7 Theatre and Acoustics Design:

Stages Consultants
300 Raritan Avenue, 2nd Floor
Highland Park, New Jersey 08904

Micah Rahn

4.1.8 Energy Modeling and LEED:

EA Energy Solutions
1086 North 4th Street, Suite 103
Columbus, Ohio 43201

Mohamed El-Sayed, CEO

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.

5.1.3 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 2019-12D 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.

5.2.5 The A/E affirms to have read and understands Executive Order 2022-02D regarding the prohibition of purchases from or investment in a Russian institution or company 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 to the A/E for purchases or investments in a Russian institution or company in violation of this paragraph. The provisions of this paragraph will expire when the applicable Executive Order is no longer effective.

5.2.6 During the performance of this Agreement, if the A/E changes the location(s) disclosed on the **Affirmation and Disclosure Form** (a page in its **Statement of Qualifications**), the A/E must complete and submit a revised **Affirmation and Disclosure Form**.

5.2.7 Pursuant to ORC Section 9.76(B), the A/E 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 at **Exhibit A**;

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

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

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

6.1.5 A/E **Special Terms and Conditions** attached at **Exhibit E**; and

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

SIGNATURES

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

Garmann Miller & Associates

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

Signature

Signature

Printed Name

Printed Name

Title

School District Board President

Date

Signature

Printed Name

School District Board Treasurer

TREASURER'S CERTIFICATION

IT IS HEREBY CERTIFIED that the moneys required to meet the obligations of the **Board of Education of the Celina City School District** under the foregoing Agreement have been lawfully appropriated for such purposes and are in the treasury of the **Celina City School District** 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

Cheryl J. Lyman
Executive Director

END OF DOCUMENT