

6784

**McDONALD LOCAL SCHOOL DISTRICT BOARD OF EDUCATION  
REGULAR MEETING  
THURSDAY, FEBRUARY 22, 2024 – 6:00 P.M.  
M.H.S. LIBRARY  
MCDONALD, OHIO 44437**

The McDonald Local School District Board of Education held a Regular Meeting on Thursday, February 22, 2024, at 6:00 p.m., in the high school library and via McDonald Schools Facebook Live, 600 Iowa Avenue, McDonald, OH 44437.

The Regular Meeting was called to order at 6:01 p.m. by President Jody Klase. Treasurer Megan Titus called the roll:

Roll Call: Nicholas Gallo, Jessica Krumpak, Kristina Merola  
Donna Shields, Jody Klase

“Notice of this meeting was given in accordance with the provisions of Section 1.450 of the O.R.C. and the Ohio Administrative Procedures Act.”

Pledge of Allegiance

**Res. 24-27** Approve agenda for Regular Meeting of February 22, 2024

Mrs. Shields moved and Mrs. Merola seconded  
Yeas: Shields, Merola, Gallo, Krumpak, Klase  
Nays: None  
The president declared motion carried

**Res. 24-28** Approval of Board Minutes:

Organizational Meeting – January 9, 2024

Mrs. Shields moved and Mrs. Merola seconded  
Yeas: Shields, Merola, Gallo, Krumpak, Klase  
Nays: None  
The president declared motion carried

# 6785

**Res. 24-29** Approval of Board Minutes:

Regular Meeting – January 9, 2024

Mrs. Shields moved and Mrs. Merola seconded

Yeas: Shields, Merola, Gallo, Krumpak, Klase

Nays: None

The president declared motion carried

Recognition of Visitors / Audience Participation - None

Old Business: any Old Business to bring before the Board - None

New Business:

A. Program/Policy Committee – Kristina Merola, Chairperson

**Res. 24-30** RESOLUTION TO AUTHORIZE OSBA TO REVIEW POLICIES IN LIGHT OF HB 33  
LEGISLATIVE CHANGES IMPACTING ODE AND STATE BOARD OF EDUCATION

WHEREAS, the Ohio General Assembly passed the state’s biennial Operating Budget for FY 24-25 (“Amended Substitute House Bill 33” or “HB 33”) which Governor DeWine signed into law on July 3, 2023; and

WHEREAS, HB 33 made significant legislative changes impacting the Ohio Department of Education (“ODE”) and State Board of Education (“SBOE”), including renaming ODE the Department of Education and Workforce, creating the position of Director of Education and Workforce, establishing within the Department of Education and Workforce a Division of Primary and Secondary Education and a Division of Career-Technical Education, creating the Department of Children and Youth, creating the position of Director of Children and Youth, and reallocating powers and duties between the State Board of Education, Department of Education and Workforce, and Department of Children and Youth; and

WHEREAS, the Board of Education recognizes the need to assess each of its board policies to determine necessary updates to ensure alignment with the new HB 33 legislative requirements impacting ODE and SBOE;

# 6786

NOW, THEREFORE, BE IT RESOLVED that the Board of Education authorizes the Ohio School Boards Association to commence a thorough review of its individual board policies to identify those requiring updates due to the new HB 33 legislative requirements impacting ODE and SBOE;

FURTHER RESOLVED that the Board of Education requests that the Ohio School Boards Association create a chart for the Board outlining the specific policy sections requiring updates and provide a brief summary of the proposed modifications for each affected policy to facilitate a clear understanding of the recommended updates.

This resolution shall take effect immediately upon approval.

Upon the recommendation of the district superintendent, I call for a motion to approve the above resolution.

Mrs. Merola moved and Mrs. Krumpak seconded  
Yeas: Merola, Krumpak, Gallo, Shields. Klase  
Nays: None  
President declared motion carried

## **Res. 24-31**    POLICIES – FIRST READING

Resolution to approve the first reading of the following policies to revise, add, remove, rescind, or other:

IGD	COCURRICULAR AND EXTRACURRICULAR ACTIVITIES
IGDJ	INTERSCHOLASTIC ATHLETICS
KGB	PUBLIC CONDUCT ON DISTRICT PROPERTY

Upon the recommendation of the district superintendent, I call for a motion to approve the above resolution.

Mrs. Merola moved and Mrs. Krumpak seconded  
Yeas: Merola, Krumpak, Gallo, Shields. Klase  
Nays: None  
President declared motion carried

# 6787

**Res. 24-32**    SCHOOL CALENDAR – 2024/2025

Resolution to approve the school calendar for the 2024/2025 school year. (See Exhibit A)

Upon the recommendation of the district superintendent, I call for a motion to approve the above resolution.

      Mrs. Merola moved and Mrs. Krumpak seconded  
Yeas: Merola, Krumpak, Gallo, Shields. Klase  
Nays: None  
      President declared motion carried

**Res. 24-33**    OHSAA MEMBERSHIP

Resolution to renew the Ohio High School Athletic Association (OHSAA) membership for the 2024/2025 school year.

Upon the recommendation of the district superintendent, I call for a motion to approve the above resolution.

      Mrs. Merola moved and Mrs. Krumpak seconded  
Yeas: Merola, Krumpak, Gallo, Shields. Klase  
Nays: None  
      President declared motion carried

**Res. 24-34**    MCDONALD HIGH SCHOOL WASHINGTON D.C. FIELDTRIP

Resolution to approve the McDonald High School Washington D.C. fieldtrip from April 28, 2024 through April 30, 2024.

Upon the recommendation of the district superintendent, I call for a motion to approve the above resolution.

      Mrs. Merola moved and Mrs. Krumpak seconded  
Yeas: Merola, Krumpak, Gallo, Shields. Klase  
Nays: None  
      President declared motion carried

**Res. 24-35**     SCHOOL YEAR 2024-2025 THIRD-GRADE STATE ASSESSMENTS:  
PAPER TEST ADMINISTRATION

Resolution to select the option of paper test administration for the third-grade state assessments for the English/Language Arts in Fall 2024 and the English/Language Arts and Math in Spring 2025. Ohio Revised Code Section 3301.0711(G)(4) allows districts the option of paper or online test administration for the third-grade state assessments.

Upon the recommendation of the district superintendent, I call for a motion to approve the above resolution.

      Mrs. Merola moved and Mrs. Krumpak seconded  
Yeas: Merola, Krumpak, Gallo, Shields, Klase  
Nays: None  
      President declared motion carried

B.     Finance Committee – Donna Shields, Chairperson

**Res. 24-36**     TREASURER’S FINANCIAL REPORT

Treasurer’s Financial Report: January, 2024

- a. Check Register
- b. Financial Summary
- c. Bank Reconciliation

Upon the recommendation of the district treasurer, I call for a motion to approve the above resolution.

      Mrs. Shields moved and Mr. Gallo seconded  
Yeas: Shields, Gallo, Merola, Krumpak, Klase  
Nays: None  
      President declared motion carried

# 6789

**Res. 24-37**    DONATIONS

Resolution to accept the following donations:

<b>DONOR</b>	<b>AMOUNT</b>	<b>FUND</b>	<b>PURPOSE</b>
Levy Committee	\$43.59	001-0000	Donation of remaining cash balance from the Levy Committee Bank Account.
Randy Riccitelli	\$100	007-9014	McDonald Athletics Foundation Scholarship donation.
Our Lady of Perpetual Help Church	\$500	018-9115	Donation to the Student Outreach Program.
Anonymous	\$600	200-9088	Donation to the Golf Team.
Dan Williams	\$50	200-9500	Drone Racing Club Donation.
Fast Trac	\$100	200-9500	Drone Racing Club Donation.
Bull & Bear Grille and Tavern	\$100	200-9500	Drone Racing Club Donation.
The Learning Tree Preschool	\$200	200-9967	Donation for the 2024 Washington D.C. Trip
Atlas Environmental Management	\$200	200-9967	Donation for the 2024 Washington D.C. Trip
Gold'Has LLC	\$6,000	200-9967	Donation for the 2024 Washington D.C. Trip
K2 Cutz Lawn Care	\$200	200-9967	Donation for the 2024 Washington D.C. Trip
Anonymous	\$500	300-9003	Donation to the Softball Team.

Upon the recommendation of the district treasurer, I call for a motion to approve the above resolution.

Mrs. Shields moved and Mr. Gallo seconded

Yeas: Shields, Gallo, Merola, Krumpak, Klase

Nays: None

President declared motion carried

**Res. 24-38**    TRUMBULL COUNTY EDUCATIONAL SERVICE CENTER REVISED  
FOUNDATION CONTRACT FOR 2023-2024

Resolution to approve a revised contract for services for fiscal year 2024 between the Trumbull County Educational Service Center and McDonald Local School District in the annual amount of \$606,821.00. (See Exhibit B)

Upon the recommendation of the district treasurer, I call for a motion to approve the above resolution.

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Mrs. Shields moved and Mr. Gallo seconded  
Yeas: Shields, Gallo, Merola, Krumpak, Klase  
Nays: None  
President declared motion carried

C. Personnel Committee – Jessica Krumpak, Chairperson

**Res. 24-39** CLASSIFIED RESIGNATION

Resolution to accept the resignation of Cindy R. Stitt, as part-time domestic at Roosevelt Elementary School, effective February 23, 2024.

Upon the recommendation of the district superintendent, I call for a motion to approve the above resolution.

Mrs. Krumpak moved and Mrs. Merola seconded  
Yeas: Krumpak, Merola, Gallo, Shields, Klase  
Nays: None  
President declared motion carried

**Res. 24-40** ELEMENTARY SCHOOL CAFETERIA MONITOR 2023/2024

Resolution to approve the hiring of Renee Porter, on a one (1) year limited contract, as elementary Cafeteria Monitor, effective February 23, 2024, pending BCII and FBI background checks. This is an OAPSE position, which consists of 68 days, three (3) hours per day, at the hourly rate of \$10.45 (minimum wage). Contract is for \$2,131.80.

Upon the recommendation of the district superintendent, I call for a motion to approve the above resolution.

Mrs. Krumpak moved and Mrs. Merola seconded  
Yeas: Krumpak, Merola, Gallo, Shields, Klase  
Nays: None  
President declared motion carried

# 6791

**Res. 24-41**    SUPPLEMENTAL CONTRACT 2023-2024

Resolution to approve the following personnel on a one (1) year supplemental contract for the school year 2023/2024, pending BCII and FBI background checks:

Violet Keene-James – Volunteer Drama Club Advisor    \$-0-

Upon the recommendation of the district superintendent, I call for a motion to approve the above resolution.

Mrs. Krumpak moved and Mrs. Merola seconded

Yeas: Krumpak, Merola, Gallo, Shields, Klase

Nays: None

President declared motion carried

**Res. 24-42**    ELEMENTARY AFTER-SCHOOL PROGRAM

Resolution to approve the following personnel as tutors for students in grades 3-6 in reading and math from February to April 2024. Compensation will be for 1 ½ hours per session at \$23.00 per hour, per MEA contract:

Kristie Grewell	Andrea Mason	Elaine Rupe
Matt Vukovic	Patricia Vilk-Worrell	Ryan Witkoski

Upon the recommendation of the district superintendent, I call for a motion to approve the above resolution.

Mrs. Krumpak moved and Mrs. Merola seconded

Yeas: Krumpak, Merola, Gallo, Shields, Klase

Nays: None

President declared motion carried



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D. Buildings and Grounds Committee – Nicholas Gallo, Chairperson

**Res. 24-43** REVISED STROLLO ARCHITECTS AGREEMENT

Resolution to approve the revision of the Standard Form of Agreement between the McDonald Local School District Board of Education and Strollo Architects, dated January 17, 2024. (See Exhibit C)

Upon the recommendation of the district superintendent, I call for a motion to approve the above resolution.

Mr. Gallo moved and Mrs. Shields seconded  
Yeas: Gallo, Shields, Merola, Krumpak, Klase  
Nays: None  
President declared motion carried

**Res. 24-44** EXECUTIVE SESSION – O.R.C. 121.22

**WHEREAS**, as a public Board of Education may hold an executive session only after a majority of the quorum of this board determines by a roll call vote to hold such a session and only at a regular or special meeting for the sole purpose of the consideration of any of the following matters:

- A. To consider one or more, as applicable, of the check marked items with respect to a public employee or official:
  - 1. \_\_\_\_\_ Appointment
  - 2. \_\_\_\_\_ Employment
  - 3. \_\_\_\_\_ Dismissal
  - 4. \_\_\_\_\_ Discipline
  - 5. \_\_\_\_\_ Promotion
  - 6. \_\_\_\_\_ Demotion
  - 7. \_\_\_\_\_ Compensation
  - 8. \_\_\_\_\_ Investigation of charges/complaints (unless public hearing requested)
- B. To consider the purchase of property for public purposes or for the sale of property at competitive bidding.
- C. Conferences with an attorney for the public body concerning disputes involving the public body that are the subject of pending or imminent court action.

# 6793

- D. Preparing for, conducting, or reviewing negotiations or bargaining sessions with public employees concerning their compensation or other terms and conditions of their employment.
- E. Matters required to be kept confidential by federal law or rules or state statutes.
- F. Specialized details of security arrangements where disclosure of the matters discussed might reveal information that could be used for the purpose of committing or avoiding prosecution for a violation of the law.

**NOW, THEREFORE, BE IT RESOLVED**, that the McDonald Local School District Board of Education, by a majority of the quorum present at this meeting, does hereby declare its intention to hold an executive session on item(s) **D**, as listed above.

Mrs. Shields moved and Mr. Gallo seconded to go into Executive Session at 6:43 p.m.  
Yeas: Shields, Gallo, Merola, Krumpak, Klase  
Nays: None  
President declared motion carried

  X   There will be no action taken by the Board of Education after Executive Session  
       Action will be taken by the Board of Education after Executive Session


**Res. 24-45**    Adjourn Executive Session


Mrs. Shields moved and Mrs. Krumpak seconded to adjourn Executive Session at 8:04 p.m.  
Yeas: Shields, Krumpak, Gallo, Merola, Klase  
Nays: None  
President declared motion carried

**Res. 24-46**    ADJOURNMENT

Mrs. Shields moved and Mr. Gallo seconded to adjourn the Regular Meeting at 8:04 p.m.  
Yeas: Shields, Gallo, Merola, Krumpak, Klase  
Nays: None  
President declared motion carried

**ATTEST:**

  
\_\_\_\_\_  
**PRESIDENT**

  
\_\_\_\_\_  
**TREASURER**

**Board Policy: BDDH (Also KD) Public Participation at Board Meetings**

*All meetings of the Board and Board-appointed committees are open to the public.*

*In order for the Board to fulfill its obligation to complete the planned agenda in an effective and efficient fashion, a maximum of 30 minutes of public participation may be permitted at each meeting.*

*Each person addressing the Board shall give his/her name and address. If several people wish to speak, each person is allotted three minutes until the total time of 30 minutes is used. During that period, no person may speak twice until all who desire to speak have had the opportunity to do so. Persons desiring more time should follow the procedure of the Board to be placed on the regular agenda. The period of public participation may be extended by a vote of the majority of the Board, present and voting.*

**McDonald Local School District Board Meeting Schedule**

*The regular meetings of the McDonald Local School District Board of Education are held on the third Wednesday of every month at 6:00 p.m. in the M.H.S. library. Exceptions may be: legal holidays or scheduled dates when a majority of the membership may be out of town or otherwise not available. Below are the 2024 regular Board meeting dates.*

<i>January 9, 2024**</i>	<i>February 22, 2024**</i>	<i>March 20, 2024</i>
<i>April 24, 2024**</i>	<i>May 15, 2024</i>	<i>June 26, 2024**</i>
<i>July 17, 2024</i>	<i>August 21, 2024</i>	<i>September 18, 2024</i>
<i>October 16, 2024</i>	<i>November 20, 2024</i>	<i>December 18, 2024</i>

*\*\*exception (alternate date other than the third Wednesday of the month)*

MCDONALD LOCAL SCHOOL DISTRICT BOARD OF EDUCATION  
REGULAR MEETING  
THURSDAY, FEBRUARY 22, 2024 - 6:00 P.M.  
M.H.S. LIBRARY  
MCDONALD, OHIO 44437

Visitors, please register.

1. Lance Bonghi
2. Josh Krumpal
3. KENNETH HINER
4. Meyhill
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.
- 11.
- 12.
- 13.
- 14.
- 15.
- 16.
- 17.
- 18.
- 19.
- 20.

4

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## McDonald Local Schools 2024-2025 School Calendar

AUGUST '24				
M	T	W	TH	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

SEPTEMBER '24				
M	T	W	TH	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30				

OCTOBER '24				
M	T	W	TH	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

NOVEMBER '24				
M	T	W	TH	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

DECEMBER '24				
M	T	W	TH	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

JANUARY '25				
M	T	W	TH	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

FEBRUARY '25				
M	T	W	TH	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

MARCH '25				
M	T	W	TH	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

APRIL '25				
M	T	W	TH	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

MAY '25				
M	T	W	TH	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

JUNE '25				
M	T	W	TH	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30				

- First and Last Day for Teachers
- First and Last Day for Students
- Vacation Day
- End of Nine-Week Grading Period
- NEOEA Day

<u>Grading Period:</u>	
1st nine weeks	8/21 - 10/25/24
2nd nine weeks	10/28 - 1/17/25
3rd nine weeks	1/21 - 3/25/25
4th nine weeks	3/26 - 5/29/25
<b>*Early Release on 1/17/2025</b>	
<u>Parent/Teacher Conferences</u>	
October 10, 2024	
February 13, 2025	

<u>Important Dates</u>	
August 19-20	Teacher In-service
August 21	First Day of School
August 30	No School
September 2	Labor Day - No School
October 11	NEOEA Day - No School
Nov 27-Dec 2	Thanksgiving Vacation
Dec 23-Jan 3	Christmas Vacation
January 20	Martin Luther King Day
February 14	No School
February 17	President's Day
April 18-22	Easter Break
May 24	Graduation Day
May 26	Memorial Day
May 29	Last Day Students
May 30	Teacher In-service





STATE OF OHIO DEPARTMENT OF EDUCATION  
OFFICE OF QUALITY SCHOOL CHOICE & FUNDING  
Contract Amount for FY2024  
Pursuant to O.R.C 3313.845

ESC Name: Trumbull County ESC IRN: 050088

District: McDonald Local County: Trumbull

District IRN: 050229

The above named parties have entered into a contract for services for fiscal year 2024 in the annual amount of \$606,821.00

We, the undersigned, understand that the above annual amount will be deducted from state foundation payments to the school district and paid to the county educational service center on semi-monthly basis throughout the fiscal year.

<u>Kevin R O'Connell</u> Print District Superintendent Name	 District Superintendent Signature	<u>2-23-24</u> Date
<u>Megan Q. Titus</u> Print District Treasurer Name	 District Treasurer Signature	<u>2-23-24</u> Date
<u>Michael W. Hanshaw</u> Print ESC Superintendent Name	<hr/> ESC Superintendent Signature	<hr/> Date
<u>Stacy M. Foster</u> Print ESC Treasurer Name	<hr/> ESC Treasurer Signature	<hr/> Date



# AIA® Document B101® – 2017

## Standard Form of Agreement Between Owner and Architect

**AGREEMENT** made as of the Seventeenth day of January in the year Two Thousand Twenty Four  
*(In words, indicate day, month and year )*

**BETWEEN** the Architect's client identified as the Owner:  
*(Name, legal status, address and other information)*

McDonald Local School District Board of Education  
600 Iowa Ave.  
McDonald, Ohio 44437

and the Architect:  
*(Name, legal status, address and other information)*

Stollo Architects  
201 W. Federal Street  
Youngstown, Ohio 44503

for the following Project:  
*(Name, location and detailed description)*

McDonald School District Sports Complex – Phase 5  
501 W. Second Street  
McDonald, Ohio 44437  
See Attachment "A" dated March 20, 2019

The Owner and Architect agree as follows.

**ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

## TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
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4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
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7	COPYRIGHTS AND LICENSES
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9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
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### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1

*(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")*

§ 1.1.1 The Owner's program for the Project:

*(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)*

Two restroom buildings, concession building with storage, ticket booth, fenced storage under exterior bleachers, new concrete pads and sidewalks, rework exterior fence, tie in all utilities (water, sanitary, storm and electric).

§ 1.1.2 The Project's physical characteristics:

*(Identify or describe pertinent information about the Project's physical characteristics, such as size, location, dimensions, geotechnical reports, site boundaries, topographic surveys, traffic and utility studies, availability of public and private utilities and services, legal description of the site, etc.)*

The Owner will provide any updates to the survey and provide Geotechnical reports for any required borings. The restrooms will be approximately 500 SF each. The concession storage building approximately 1,050 SF, and ticket booth approximately 40 SF. The utilities on site will be extended to the buildings for tie into exterior systems.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

*(Provide total and, if known, a line item breakdown)*

The final budget for the provided scope will be determined for the purpose of advancing the project to the point that the district can prioritize a final scope. The preliminary construction budget assumption is \$900,000 to \$1,000,000.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

Init.

.1 Design phase milestone dates, if any:

Bidding milestone for Phase 5 Wednesday, March 27, 2024.

.2 Construction commencement date:

Construction start date(s) – award contract by Friday, April 26, 2024 and notice to proceed by May 1, 2024.

.3 Substantial Completion date or dates:

Thursday, August 15, 2024.

.4 Other milestone dates:

None noted.

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:  
*(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction )*

It is anticipated that the project will be competitively bid, following the design, bid, build process.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:  
*(Identify and describe the Owner's Sustainable Objective for the Project, if any.)*

N/A

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:  
*(List name, address, and other contact information.)*

Kevin O'Connell, Superintendent  
McDonald Local School District Board of Education  
600 Iowa Ave.  
McDonald, Ohio 44437

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:  
*(List name, address and other contact information.)*

McDonald Local Board Member heading the facility improvement committee.

§ 1.1.9 The Owner shall retain the following consultants and contractors:  
*(List name, legal status, address, and other contact information.)*

.1 Geotechnical Engineer:

Intertek PSI  
1280 Trumbull Ave. #G

Init.

Girard, Ohio 44420

.2 Civil Engineer:

Suggested:  
Advanced Land Measurement, Inc  
7097 Warren – Sharon Rd. Brookfield Center, Ohio 44403

.3 Other, if any:

*(List any other consultants and contractors retained by the Owner )*

N/A

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:  
*(List name, address, and other contact information )*

David Roose, Project Manager  
Strollo Architects  
201 W. Federal Street  
Youngstown, Ohio 44503  
droose@strolloarchitects.com  
330-743-1177 ext. 1730

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2.  
*(List name, legal status, address, and other contact information )*

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Seidler Engineering  
1920 Churchill Rd., Suite #202  
Girard, Ohio 44420

.2 Mechanical Engineer:

CJL Engineering  
1044 N Meridian Rd # B  
Youngstown, OH 44509

.3 Electrical Engineer:

EDB Consulting, Ltd.  
6293 Stoneyridge Dr.  
Youngstown, Ohio 44515

.4 Civil Engineer:

Buckeye Civil Design LLC  
11369 Market St.  
**North Lima, Ohio 44452**

§ 1.1.11.2 Consultants retained under Supplemental Services:

N/A

§ 1.1.12 Other Initial Information on which the Agreement is based:

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

*(Paragraph deleted)*

## ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement.

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars (\$ 1,000,000.00 ) for each occurrence and Two Million Dollars (\$ 2,000,000.00 ) in the aggregate for bodily injury and property damage. See Exhibit "B"

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars (\$ 1,000,000.00 ) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

See Exhibit C

§ 2.5.5 Employers' Liability with policy limits not less than One Million Dollars (\$ 1,000,000.00 ) each accident, One Million Dollars (\$ 1,000,000.00 ) each employee, and One Million Dollars (\$ 1,000,000.00 ) policy limit.

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§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than) Two Million Dollars (\$ 2,000,000.00) per claim and Two Million Dollars (\$ 2,000,000.00) in the aggregate.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

§2.6 Representations.

§2.6.1 The Architect represents and warrants that it is not subject to an unresolved finding for recovery under O.R.C. §9.24. If this representation and warranty is found to be false, the Agreement is void, and the Architect shall immediately repay to the Owner any funds paid under this Agreement.

§2.6.2 The Architect hereby certifies that neither the Architect nor any of the Architect's partners, officers, directors, shareholders nor the spouses of any such person have made contributions in excess of the limitations specified in O.R.C. §3517.13

§2.6.3 The Architect, 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.

### ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and the Proposal (Exhibit A), and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 and the Proposal are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, consult with the Owner or the Owner's designated representative, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

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§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

### § 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

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

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

### § 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

**§ 3.4 Construction Documents Phase Services**

**§ 3.4.1** Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

**§ 3.4.2** The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

**§ 3.4.3** During the development of the Construction Documents, the Architect shall, after consultation with the Owner, develop and prepare (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

**§ 3.4.4** The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3

**§ 3.4.5** The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.3, and request the Owner's approval.

**§ 3.5 Procurement Phase Services**

**§ 3.5.1 General**

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction

**§ 3.5.2 Competitive Bidding**

**§ 3.5.2.1** Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

**§ 3.5.2.2** The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

**§ 3.5.2.3** If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders

**§ 3.5.3 Negotiated Proposals**

**§ 3.5.3.1** Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

**§ 3.5.3.2** The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,

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- 4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

## § 3.6 Construction Phase Services

### § 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work, unless failure is due to the Architect's acts or omissions.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

### § 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in this Agreement, to become generally familiar with, and keep Owner informed about, the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect shall reject Work that to their knowledge does not conform to the Contract Documents, unless otherwise authorized by the Owner. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work. Nothing in this section will relieve the Architect of its duty to use reasonable care to protect the Owner from defective and non-conforming work in accordance with its standard of care.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by the Contractor, shall not show partiality to the contractor, and shall not be liable for results of interpretations or decisions rendered in good faith and without negligence. The Architect's decisions on matters relating to aesthetic effect shall, after consultation with the Owner, be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

### § 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect. The Architect will not certify any payment application to the extent the contractor has not submitted appropriate waivers of claim or other documents required by the contract documents.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

### § 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures, however, if the Architect is aware of such a safety concern, the Architects shall bring it to the Owners attention. The Architect is held to the professional standard of care with respect to applicable laws, rules, and regulations. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. If a submittal does not comply with Contract Document requirements, the Architect shall cause the Contractor to come into compliance, and shall promptly notify the Owner, in writing.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings

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or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

#### § 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may, after consultation with the Owner or Owner's designated representative, order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

#### § 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

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

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

### ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

#### § 4.1 Supplemental Services

§ 4.1.1 Unless provided on the Proposal, the services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the Proposal or table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2 or the Proposal. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

*(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service*

Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Programming	Not provided
§ 4.1.1.2 Multiple preliminary designs	Architect if requested by Owner
§ 4.1.1.3 Measured drawings	Architect if requested by Owner
§ 4.1.1.4 Existing facilities surveys	Owner if requested by Architect
§ 4.1.1.5 Site evaluation and planning	Architect if requested by Owner
§ 4.1.1.6 Building Information Model management responsibilities	Not provided
§ 4.1.1.7 Development of Building Information Models for post construction use	Not provided
§ 4.1.1.8 Civil engineering	Architect if requested by Owner
§ 4.1.1.9 Landscape design	Architect if requested by Owner
§ 4.1.1.10 Architectural interior design	Architect if requested by Owner
§ 4.1.1.11 Value analysis	Not provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not provided
§ 4.1.1.13 On-site project representation	Architect if requested by Owner
§ 4.1.1.14 Conformed documents for construction	Architect if requested by Owner
§ 4.1.1.15 As-designed record drawings	Architect if requested by Owner
§ 4.1.1.16 As-constructed record drawings	Not provided
§ 4.1.1.17 Post-occupancy evaluation	Architect if requested by Owner
§ 4.1.1.18 Facility support services	Not provided
§ 4.1.1.19 Tenant-related services	Not provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Architect if requested by Owner
§ 4.1.1.21 Telecommunications/data design	Not provided
§ 4.1.1.22 Security evaluation and planning	Not provided
§ 4.1.1.23 Commissioning	Not provided
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not provided
§ 4.1.1.25 Fast-track design services	Not provided
§ 4.1.1.26 Multiple bid packages	Not provided
§ 4.1.1.27 Historic preservation	Not provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Not provided
§ 4.1.1.29 Other services provided by specialty Consultants	Not provided
§ 4.1.1.30 Other Supplemental Services	Not provided

**§ 4.1.2 Description of Supplemental Services**

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.) Refer to the standard forms.

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§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

*(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)*

Standard surveys, test borings (geotechnical), special inspections, and any state purchasing programs are under the Owners responsibilities, telecommunications and security services.

§ 4.1.3 If the Owner identified a Sustainable Objective in Article I, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

#### § 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect or included in the Proposal, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule, subject to the Owner's prior written approval.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect
- .12 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .13 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation,
- .14 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .15 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .16 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.
- .17 For any coordination of required architecture or engineering necessary to integrate goods or services

purchased or provided "out of contract" by the District (i.e. stadium lighting) the Architect will be reimbursed at hourly rates as noted in 11.3. The cost of such goods and services obtained "out of contract" shall not be included in the total construction budget upon which the percentage fee is based as set forth in Section 11.1.2.

*(Paragraphs deleted)*

§ 4.2.3 The Architect shall provide the following Construction Phase Services.

- .1 Up to two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 BiWeekly visits to the site by the Architect during construction
- .3 BiWeekly visual review for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Up to two (2) visual reviews for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services as approved by the Owner.

§ 4.2.5 If the services covered by this Agreement have not been completed within nine ( 9 ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services as approved by the Owner.

## ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5 Owner to provide latest updated CADD (dwg) and PDF files of Owner provided consultants.

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, after the completion of Phase 5, schematic design phase, including (1) the allocated budget for the Cost of the Work. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures, designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

inf.



§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. N/A

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

## ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work, or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market, upon the written approval of the Owner

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner may, in its sole discretion engage in one or more of the following:

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

#### ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants. The Owner shall be permitted to retain copies, including reproducible copies, of all instruments of service and information and reference in connection with the Owner's use and occupancy of the Project

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of

action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

### § 8.2 Mediation

§ 8.2.1 The Owner and the Architect may, by written agreement, submit any claims, disputes, or matters to mediation upon such terms as shall be mutually agreed upon.

*(Paragraph deleted)*

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

*(Check the appropriate box)*

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

### § 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

### § 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

## ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted. The notice provided to Owner by Architect regarding suspension or termination of this Agreement must specify the reason(s) for the intended termination or suspension and state with specificity the means by which the Owner may cure the asserted reason(s).

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, and Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

*(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)*

.1 Termination Fee:

*(Paragraphs deleted)*

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*(Paragraph deleted)*

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

## ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the State of Ohio

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 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 Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

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§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena, public records request, or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, contractors, or third parties in accordance with a lawful public records request in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.1.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

#### ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum  
*(Insert amount)*

.2 Percentage Basis  
*(Insert percentage value)*

Seven and one half ( 7.5 ) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6

.3 Other  
*(Describe the method of compensation)*

At our hourly rates (enclosed) for Phase 1, with a not to exceed limit of \$22,500. This total will be credited to the final fixed fee

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:  
*(Insert amount of or basis for compensation. If necessary, list specific services to which particular methods of compensation apply.)*

At hourly rates, enclosed as Exhibit "A".

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:  
*(Insert amount of or basis for compensation.)*

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At hourly rates, see Exhibit "A".

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus twenty percent ( 20%), or as follows:  
*(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services )*

Per the attached hourly fee schedule, see Exhibit "A".

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Ten	percent (	10	%)
Design Development Phase	Twenty	percent (	20	%)
Construction Documents Phase	Forty Five	percent (	45	%)
Procurement Phase	Five	percent (	5	%)
Construction Phase	Twenty	percent (	20	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.  
*(If applicable, attach an exhibit of hourly billing rates or insert them below )*

*(Table deleted)*

See attached hourly rates, Exhibit "A".

#### § 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;

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- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent ( 0 %) of the expenses incurred.

*(Paragraphs deleted)*

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of zero (\$ 0 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$ ) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty ( 30 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

*(Insert rate of monthly or annual interest agreed upon )*

1.5 % monthly

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

**ARTICLE 12 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Agreement are as follows:

*(Include other terms and conditions applicable to this Agreement )*

§ 12.1 The Architect hereby agrees to indemnify and hold the Owner, Owner's respective governing bodies, officers and employees (collectively, the "Indemnitees") harmless from losses, damages and expenses, including reasonable attorneys' fees, that the Indemnitees may incur by reason of injury or damage sustained to a person or property (including, but not limited to, any one or more of the Indemnitees) to the extent arising out of or occurring in connection with Architect's negligent errors, omissions or acts. To the fullest extent permitted by law, the Architect shall and does agree to indemnify and hold harmless the Indemnitees from and against all damages, losses, judgments and expenses (including reasonable attorneys' fees and other costs of defense), to the extent resulting from infringement of any copyright, patent or other intangible property right cause by the Architect, anyone employed by the Architect or anyone for whose acts the Architect is legally liable. The Architect shall not be required to indemnify and hold harmless such persons for such matters when the claimed infringement occurs in materials provided by the Indemnitees. This paragraph shall in no way limit the Indemnitees' common law indemnity rights.

**ARTICLE 13 SCOPE OF THE AGREEMENT**

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

Init.



§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:  
(Insert the date of the E203-2013 incorporated into this agreement )

N/A

- .3 Exhibits:  
(Check the appropriate box for any exhibits incorporated into this Agreement )

AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:  
(Insert the date of the E204-2017 incorporated into this agreement )

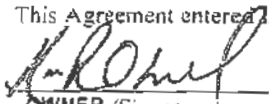
N/A

Other Exhibits incorporated into this Agreement:  
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2 )

Exhibit A - Fee Schedule  
Exhibit B - Proof of Insurance Certificate  
Exhibit C - Worker Compensation Certificate

- .4 Other documents:  
(List other documents, if any, forming part of the Agreement )

This Agreement entered into as of the day and year first written above.

  
OWNER (Signature)  
Kevin B. O'Connell  
(Printed name and title)

\_\_\_\_\_  
ARCHITECT (Signature)  
\_\_\_\_\_  
(Printed name, title, and license number if required)

EXHIBIT "A"



YOUNGSTOWN OFFICE

**2024 HOURLY RATES – Retail / Commercial**

Principal	\$	170.00
Project Architect	\$	135.00
Project Manager	\$	120.00
Intern	\$	110.00
Technical Staff	\$	100.00
Consulting Engineer Invoice	1.2 x Invoice Amount	

\* Rates are subject to periodic adjustments

ARCHITECTURE

ENGINEERING

INTERIOR DESIGN

PLANNING

**THE CINCINNATI INSURANCE COMPANY**

A Stock Insurance Company

**COMMERCIAL GENERAL LIABILITY COVERAGE  
PART DECLARATIONS**

Attached to and forming part of POLICY NUMBER: CCF 833 43 15

Named Insured is the same as it appears in the Common Policy Declarations

**LIMITS OF INSURANCE**

EACH OCCURRENCE LIMIT	\$ 1,000,000	
GENERAL AGGREGATE LIMIT	\$ 2,000,000	
PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT	\$ 2,000,000	
PERSONAL & ADVERTISING INJURY LIMIT	\$ 1,000,000	ANY ONE PERSON OR ORGANIZATION
DAMAGE TO PREMISES RENTED TO YOU LIMIT		ANY ONE PREMISES
\$100,000 limit unless otherwise indicated herein:	\$ 1,000,000	
MEDICAL EXPENSE LIMIT		
\$5,000 limit unless otherwise indicated herein:	\$ SEE GCP203	ANY ONE PERSON

CLASSIFICATION	CODE NO.	PREMIUM BASE	RATE		ADVANCE PREMIUM	
			Products / Completed Operations	All Other	Products / Completed Operations	All Other
LOC. 1 - OE OFFICE LOC INCL PROD AND/OR COMP OP	36033	\$3,000		119.093		347
BROADENED COVERAGE	40331			2.5%		150.000
ADDITIONAL INSURED	29954					33

The General Liability Coverage Part is subject to an annual minimum premium.

TOTAL ANNUAL PREMIUM \$ 542

**FORMS AND / OR ENDORSEMENTS APPLICABLE TO COMMERCIAL GENERAL LIABILITY COVERAGE PART:**

GA101	12/04	COMMERCIAL GENERAL LIABILITY COVERAGE FORM
GA4496	09/17	NOTICE TO POLICYHOLDERS ADDITIONAL INSURED ENDORSEMENTS EDITION 09 17
GA4499	09/17	NOTICE TO POLICYHOLDERS COMMERCIAL GENERAL LIABILITY COVERAGE PROFESSIONAL LIABILITY EXCLUSIONS EDITION 09 17
GCP402	09/17	NOTICE TO POLICYHOLDERS - CINCIPAX™ COMMERCIAL GENERAL LIABILITY BROADENED ENDORSEMENTS EDITION 09 17
GCP203	09/17	CINCIPAX™ COMMERCIAL GENERAL LIABILITY BROADENED ENDORSEMENT
CG2012	04/13	ADDITIONAL INSURED - STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION - PERMITS OR AUTHORIZATIONS
CG2026	04/13	ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION
CG2243	04/13	EXCLUSION - ENGINEERS, ARCHITECTS OR SURVEYORS PROFESSIONAL LIABILITY
GA21608	03/10	OHIO LIABILITY COVERAGE ENHANCEMENT

**EXHIBIT "C"**



**Bureau of Workers'  
Compensation**

30 W. Spring St.  
Columbus, OH 43215

**Certificate of Ohio Workers' Compensation**

This certifies that the employer listed below participates in the Ohio State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. This certificate is only valid if premiums and assessments, including installments, are paid by the applicable due date. To verify coverage, visit [www.bwc.ohio.gov](http://www.bwc.ohio.gov) or call 1-800-644-6292.

This certificate must be conspicuously posted.

Policy number and employer  
00340476

Period Specified Below  
07/01/2023 to 07/01/2024

STROLLO ARCHITECTS INC  
201 WEST FEDERAL STREET  
YOUNGSTOWN OH 44503



[www.bwc.ohio.gov](http://www.bwc.ohio.gov)  
Issued by: BWC

Administrator/CEO

You can reproduce this certificate as needed

**Ohio Bureau of Workers' Compensation**

**Required Posting**

Section 4123.54 of the Ohio Revised Code requires notice of rebuttable presumption. Rebuttable presumption means an employee may dispute or prove untrue the presumption (or belief) that alcohol, marijuana or a controlled substance not prescribed by the employee's physician is the proximate cause (main reason) of the work-related injury.

The burden of proof is on the employee to prove the presence of alcohol, marijuana or a controlled substance was not the proximate cause of the work-related injury. An employee who tests positive or refuses to submit to chemical testing may be disqualified for compensation and benefits under the Workers' Compensation Act.



**Bureau of Workers'  
Compensation**

You must post this language with the Certificate of Ohio Workers' Compensation