

PRE-BOND SERVICES AGREEMENT
BETWEEN
THE BOARD OF EDUCATION OF THE CANFIELD LOCAL SCHOOL DISTRICT
AND THENDESIGN ARCHITECTURE

This Services Agreement (Agreement) between the Canfield Local School District Board of Education (District) and ThenDesign Architecture, Ltd. (Design Professional) is entered, effective as of the latest date signed by the Board at the end of this Agreement, for the services described in this Agreement.

BACKGROUND INFORMATION

- A. The District believes there is a need to undertake an analysis of its facilities for the purposes of master planning to meet the current and future usages of its facilities, and wishes (1) to examine the District's educational program and physical facilities in detail and (2) to define a capital improvement program that will address needs in both educational programming and physical facilities that will be supported by the community.
- B. The District solicited qualifications and proposals from qualified design professional firms, following the qualification-based selection process outlined in Ohio Revised Code Sections 153.65 through 153.71 and selected ThenDesign Architecture, Ltd. as the firm most qualified to assist the District in the review, evaluation and implementation of the existing programs and facilities and to work with the District to develop and prepare a capital improvements program with community support, and, for improvements that are outside the scope of a co-funded Ohio Facilities Construction Commission (OFCC) Classroom Facilities Assistance Program project or Expedited Local Partnership Program.
- C. The District anticipates that it may participate in the OFCC Expedited Local Partnership Program for the design and construction of some or all of the improvements in the assessment validation prepared by the Design Professional, which may be done in phases, and the District is working with the Ohio Facilities Construction Commission (OFCC) to prepare a Master Facilities Plan, based upon a reassessment of the District's classroom facilities, to identify improvements that can be co-funded through this program.
- D. The District does not have funding available for its local share of a co-funded OFCC program project or the funds to complete a project 100% locally at this time and anticipates placing a bond issue or other financing mechanism on the ballot for consideration by the voters in the School District. It is anticipated that a ballot issue will be presented to the community once planning and community support efforts have identified a project scope and budget.
- E. In addition to participation in a co-funded OFCC program or locally-funded program, the District has other permanent improvement needs to address at its facilities, which will be outside of an OFCC program, and the services of the Design Professional may be used for these improvements, which will be defined as they are identified. If desired by the parties, following compliance by the District with all legal requirements for the selection of Design Professionals, a separate agreement for design and construction administration services may be negotiated and signed by the parties for any such improvements.

AGREEMENT

1. Summary of Services.

- A. Basic Services to be provided during this period between selection of the Design Professional and before funding is available to proceed with the Project include the following:
- (1) validating OFCC assessments, from the perspectives of both facilities and education, at a level which will allow the Design Professional to participate meaningfully in discussions with the District regarding the condition of existing facilities;
 - (2) meeting with community and school district representatives to determine the types of improvements required to meet the needs of the community and District; the Design Professional will meet with school staff to develop a program for the District's school facilities, conduct community engagement activities to inform the community about facility options and shall measure community responses;
 - (3) assisting the District in formulating proposed improvements that are acceptable to the community and District to present to the community;
 - (4) assisting in the validation of enrollment projections for the master facilities plan;
 - (5) assisting the District in evaluating the options available through the OFCC and working to develop a Master Facilities Plan with the OFCC following the completion of the reassessment process that is acceptable to the District, if the District determines to participate in an OFCC program;
 - (6) assisting in the development of a capital improvements program and estimated costs for the co-funded project acceptable to the District that can be used to define the project in the necessary ballot language for an election;
 - (7) working with the District's other consultants, attending pre-election public meetings, and facilitating discussions, acting as advisor to answer questions about the co-funded project plans and costs during the campaign period preceding the election at which the District will seek funding for its local share and other District-funded improvements that are related to co-funded improvements;
 - (8) providing information to the District, Board and its administration, and developing visual communication tools about the proposed co-funded project; and
 - (9) managing and coordinating efforts to provide information to the District and community about the scope of the co-funded project, including working directly with the District's printer to provide graphic designs in electronic format artwork for the printing of flyers, mailings, and posters describing the co-funded project.

Services to be provided by the Design Professional do not include any campaign assistance or promotion; Design Professional acknowledges that the District cannot use public funds to promote a ballot issue.

- B. Additional Services may be provided upon request, but are outside the scope of this Agreement. Typical additional pre-election/funding services include site surveys, soils investigations, hazardous waste investigations, development of concept design

drawings and detailed estimates of cost, color renderings concepts, and other services not clearly intended to be included in the scope of this Agreement. Additional services will be undertaken only with the prior written approval of the District. If additional services are requested by the District, the fee for such services will be negotiated and approved by the Board prior to beginning the services. Compensation for these services may be based on a mutually agreed lump sum, hourly rate, or fee basis. Current hourly rates for the Design Professional are noted on the attached Schedule of Hourly Rates ("Schedule") attached to this Agreement. Services of outside consultants, if any, shall be provided at cost.

2. Term of Agreement. This Agreement will be effective during the period prior to the election at which financing for the co-funded project is approved by the voters in the community, unless specifically agreed otherwise by the parties. This Agreement does not cover any design or related services associated with the actual construction of all or any portion of the co-funded project prior to financing becoming available to proceed with the co-funded project or any portion of the co-funded project. The District may terminate this Agreement at any time by providing written notice to the Design Professional. If the District elects to proceed with the services of the Design Professional after funding becomes available for the co-funded project, the parties will enter into an appropriate form(s) of agreement for architectural services for the project delivery method to be used for the co-funded project, as described in Section G of the Background Information above.

3. Compensation for Services. The Design Professional agrees that services provided during this interim period, before financing is available to proceed with any portion of the Project, will be provided for a not-to-exceed amount of **\$40,000**, as described herein. If the ballot issue is not successful after the first election at which it is presented to the public, the parties will review the services provided to date and determine if additional services are needed or desired by the District; if the decision is made to request additional services, the parties will negotiate a fee for those services and this Agreement will be amended. In no event will any compensation be paid by the District for pre-election or campaign assistance; the services provided are to plan the size and scope of the Project, to determine if any District-funded improvements are desired, and to provide information about the co-funded project and related improvements for the District to communicate with the public.

Notwithstanding the foregoing, the District recognizes the value of the services that the Design Professional will provide for the development of the program and assistance with the communication of the scope of the program to staff and community members and agree as follows:

- (a) The services provided pursuant to this Interim Services Agreement will not exceed the amount of **\$40,000**, with the understanding that the Design Professional will track services provided at its standard hourly rates, subject to the following provisions:
 - (1) If the District terminates this Agreement at any time, other than for cause the District will pay the Design Professional for its consulting services an amount equal to the value of services performed up to the time of termination but in no event more than **\$40,000**, plus the amount set forth in any amendments to this Agreement. The District will encumber funds in the amount of **\$40,000** for the services to be provided through this Agreement and additional amounts as documented in any subsequent amendments. In the event of a

termination for cause, the District will pay Design Professional for the value of services performed by the Design Professional up to the date of termination, subject to a maximum payment no greater than \$40,000 and subject to any and all offsets and charges District may have against Design Professional.

- (b) If the District secures State and/or local share funding for a co-funded project with the OFCC, and the Design Professional is selected by the District to provide design and construction administration services for the co-funded and/or LFI project, an amount of \$40,000.00 for the services rendered herein will be included as part of the program of requirements design phase and will be factored into the overall compensation negotiated for the co-funded project, with the District receiving a credit for the value of all services rendered hereunder.
- (c) If the District determines not to proceed with a co-funded or locally-funded project, but does wish to address facility needs without the OFCC, the parties may negotiate an agreement for design and construction administration services; any amounts paid for interim services pursuant to this Agreement will be considered in the compensation negotiated, but the parties acknowledge that full credit for compensation received may not be appropriate based upon the size and scope of the project.
- (d) If the District proceeds with projects pursuant to subsections (b) and/or (c) above but does not use the services of Design Professional for such projects, the District shall pay Design Professional for the value of all services rendered herein to a maximum amount of \$40,000.00, plus the amount set forth in any amendments to this Agreement.

4. Design and Construction of the Project.

A. Co-Funded Project.

1. After the OFCC approves the Notice of Conditional Approval (NOCA) and the District secures funding for the project costs and the District has funds for the local share of the project costs, the District may proceed with the solicitation phase for design services and Design Professional shall be eligible to receive a contract to provide design and construction administration services for the co-funded and locally-funded project.
2. Form of Agreement. Co-funded services will be provided based upon the current version of the OFCC A/E agreement and exhibits for K-12 school construction projects appropriate for the project delivery method selected for the project.
3. Professional Liability Insurance. The Design Professional must provide professional liability insurance, including coverage for errors and omissions, in a minimum amount of \$1,000,000.00. The District and the OFCC will be named as a certificate holder on such policy of insurance.

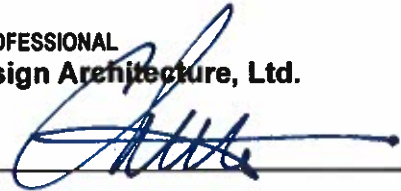
- B. Separate District-Funded Project. Should the District wish to construct improvements separate from and outside the scope of the co-funded project, and the District determines to continue to use the services of the Design Professional for the design and construction administration required for those separate improvements, the parties will negotiate and enter into an agreement for services related to those separate improvements.
1. The parties will determine the appropriate form of agreement for the separate services.
 2. Professional Liability Insurance. The Design Professional must provide professional liability insurance, including coverage for errors and omissions, in a minimum amount of \$1,000,000.00. The District must be named as a certificate holder on such policy of insurance.

Agreed to as of the date signed by the Board on behalf of the District.

BOARD
Canfield Local School District
Board of Education

By: 
Name & Title: Joseph Knoll, Superintendent
Date: 7/26/21

DESIGN PROFESSIONAL
ThenDesign Architecture, Ltd.

By: 
Name & Title: Christopher Smith, President
Date: July 23, 2021

CERTIFICATE of FUNDS
(Section 5705.41, R.C.)

IT IS HEREBY CERTIFIED that the moneys required to meet the obligations of the Canfield Local School District Board of Education for the interim services to be provided under the preceding Agreement have been lawfully appropriated for such purposes and are in the treasury of the District or are in the process of collection to an appropriate fund, free from any previous encumbrance.

Date: 7/26/21


Treasurer
Canfield Local School District

Schedule of Hourly Rates

Architecture	Rate Per Hour
Principal.....	\$ 275.00
Project Manager.....	\$ 180.00
Project Architect	\$ 150.00
Construction Administrator	\$ 150.00
Architectural Associate	\$ 120.00
Architectural Intern	\$ 105.00
Technician	\$ 80.00
 Planning	
Strategic Planner	\$ 125.00
 Interiors	
Interior Designer	\$ 125.00
Intern Interior Designer	\$ 75.00
 Design / Communications	
Communications Specialist	\$ 85.00
Graphic Designer	\$ 80.00
 Operations	
Senior Administration	\$ 175.00
Administration	\$ 80.00