Exhibit 1

RECORD OF PROCEEDINGS

Minutes of

Bowling Green City Schools Board of Education

Special Meeting

Held __ February, 8 20 24 Administrative Office Bowling Green, Ohio February, 8 2024 Special The special meeting of the Bowling Green City Board of Education was called to order by President Hovest at 5:04 p.m. on Tuesday, February, 8 2024 at the Administrative Offices for the Board Retreat with OSBA. Geer, Goyner, Myers, Thompson, Hovest Roll Call: Present: Absent: It was moved by Thompson, seconded by Gonyer that the Board enter into executive session 11687 to consider the employment, dismissal, or compensation of a public employee or official. Enter Executive Session: 7:01 p.m. Exit Executive Session: 7:51 p.m. Thompson, Gonyer, Geer, Myers, Hovest Roll Call: Ayes: None Motion carried. Nays: It was moved by Myers, seconded by Thompson to adjourn at 7:52 p.m. 11688 Myers, Thompson, Geer, Goyner, Hovest Roll Call: Ayes: Motion carried. Nays: None President Treasurer Attest:_

Minutes of

Bowling Green City Schools Board of Education

Meeting Regular

Held Performing Arts Center

February 20, **20**..24

Bowling Green City Board of Education Bowling Green, Ohio February 20, 2024 Regular Meeting

The regular meeting of the Bowling Green City Board of Education was called to order by President Hovest at 6:00 p.m. on Tuesday, February 20, 2024 in the Performing Arts Center.

Roll Call:

Present:

Geer, Gonyer, Myers, Thompson, Hovest

Absent:

Introduction of guests and visitors: Jan McLaughlin-BG Independent News, Marie Thomas-Baird-Sentinel Tribune, and, Clint Corp-WBGU

Opportunity for public to address the Board on agenda items - none

11689 It was moved by Geer, seconded by Gonyer to add XV to agenda for purposes of Employment Action on Treasurer Contract.

Roll Call:

Ayes:

Geer, Gonyer, Myers, Thompson, Hovest

Nays:

Motion carried.

Special Recognitions

Bowling Green High School Swimming - Presented by Gary Layne, Coach NLL All League Swimming 1st Place/1st Team

Ela Ostrowski – 200 Yard Freestyle & 500 Yard Freestyle

Margaret Lavne – 100 Yard Breaststroke

Margaret Layne, Ela Ostrowski, Ella Billiot & Alayna Mahan – 400 Yard Freestyle Relay

Alex Xu - 100 Yard Butterfly

Coach Gary Layne - NLL Boys Swimming Coach of the Year & NLL Girls Swimming C0-Coach of the Year

StuCrew – Book drive for Wood County Job & Family Services

Opportunity for the Board to present additional items.

Peggy Thompson – Penta meeting last week. Deca awards to Bowling Green students. March 1st Walleye game - Penta hosting STEAM event.

Ardy Gonyer – Bowling Green School Foundation – Trivia night March 8th – tickets available on website.

Tracy Hovest – Flyers are available for items needed at each school.

Board President Report

Tracy Hovest - February brings changes. A lot of work behind the scenes on the bond issue. The Audit is complete and received an unmodified opinion, the best possible achievable. The financials can be seen on the Treasurer's page. The Board attended a retreat with OSBA to help the Board do their job better.

Superintendent's Report

Dr. Ted Haselman - The Kiwanis recognized Inspirational Educators, Melanie Ferguson, Jen Hernandez, and Kristin Muir. Congratulations to them all. The New Communication Director will be hired tonight to fill a new position. Jennifer Campos was welcomed. Update on High School – Moody's credit rating presentation and bonds were sold last week. The current practice soccer filed will be moved soon to begin geothermal boring for the new High School. Moving forward with the OFCC agreement and advertising for Construction Manager at Risk

Held 20

11690 It was moved by Myers, seconded by Geer the Board approve the minutes of the organizational

meeting of January 10, 2024, the special meeting of January 31, 2024, and the regular meeting of

January 16, 2024.

Roll Call:

Aves:

Myers, Geer, Gonyer, Thompson, Hovest

Nays:

None

Motion passed.

11691 It was moved by Thompson, seconded by Gonyer to approve the listing of expenditures and

investments made January 1 through January 31, 2024, "then and now payments" and the

Treasurer's monthly report.

	THEN AND NOW		
Date	Vendor	Description	Amount
1/24/2024	Main & Sons	Emergency Drain & Sewer Repair - CO	\$ 9,323.98
1/25/2024	K & K Construction	Concrete Replacement - HS	\$ 3,900.00

Roll Call:

Ayes:

Thompson, Gonyer, Geer, Myers Hovest

Nays:

None

Motion passed

11692 It was moved by Myers, seconded by Gonyer to approve personnel as recommended by the

Superintendent.

PERSONNEL

CERTIFICATED PERSONNEL:

Resignation

Courtney Allard

English

High School

Effective Aug 3, 2024

Employment

Auxiliary Service / Non Public Allocation Federal Funds Personnel for 2023-2024

Heather Finley

Reading Tutor

Effective Feb 21, 2024

2023-2024 Tutor Rate; Up to 15 hours per week for a maximum of 12.5 weeks

SUPPORT PERSONNEL:

Employment

Susan Swope

Food Service Cashier/Worker

Kenwood Elementary

Effective Feb 21, 2024

Experience Factor 4; 85 working day probation

Hannah Betz

Food Service Cashier/Worker

Floater

Effective Feb 22, 2024

Experience Factor 0; 85 working day probation

Xavier Siler

Custodian 2nd Shift

High School

Effective Feb 21, 2024

Experience Factor 1; 85 working day probation

<u>Transfer</u>

Kenneth Thorbahn

From: Van Driver

To: Substitute Van Driver Effective: Jan 1, 2024

Resignation

David Ryals

Custodian 2nd Shift

Middle School

Effective Feb 1, 2024

OTHER PERSONNEL:

Home Instruction Tutors for special needs and other students, as needed, for the 2023-2024 school year, plus extended school year, if needed; 2023-2024 Tutor Rate [Hours to be determined by Executive Director of Teaching & Learning or Executive Director of Pupil Services, on a case-by-case basis]

Jennifer Ostrowski

Minutes of

Return of Advances

From: 020-Auxiliary

From: 599-School Safety Grant

Bowling Green City Schools Board of Education

Regular Meeting

Held __ Performing Arts Center February 20, 20 24 Student Activity Contracts for 2023-2024 (Occasional employees in paid/contractual positions) Total payment amount will be contingent upon completion of the supplemental contract. Resignation Jarvis Hines 9th Grade Boys Basketball High School Effective Jan 29, 2024 Employment **Tucker Craft** Assistant Baseball Coach High School \$800.00 Transfer from Volunteer to Employment 9th Grade Boys Basketball Jacob Bane High School: \$719.79 (prorated) Effective Jan 30, 2024: from Volunteer Assistant Boys Basketball; High School; October 17, 2023 board meeting All coaches possess current and valid Ohio Department of Education Pupil Activity Permits and satisfactory background checks. Volunteer Recognitions (Unpaid) Cooper Kingery Assistant Baseball Coach High School Robert Seiffert Assistant Boys Tennis Coach High School All coaches possess current and valid Ohio Department of Education Pupil Activity Permits and satisfactory background checks. Middle School State Testing Tutors; Not to exceed 4 hours per day per teacher; paid at Tutor Rate April 16, 17, 18, 30, 2024; May 1, 2, 7, 2024 Carrie Crawford Erin Kozey April 16, 17, 18, 30, 2024; May 1, 2, 7, 2024 April 16, 17, 18, 19, 22, 23, 24, 25, 26, 29, 30, 2024; May 1, 2, 3, 6, 7, 8, 9, 10, 2024 Laura Egli Stipend Carmen Rowlands 2023-2024 Spring Musical Show Designer / Tech Director \$2,750.00 **UNCLASSIFIED I PERSONNEL: Employment** Performing Arts Center (PAC) Manager 253 Day/Year Calendar Adam Kohman \$50,000/Year Prorated Effective April 29, 2024; February 21, 2024 through April 28, 2024 days worked paid at per diem rate of \$197.63 ADMINISTRATIVE PERSONNEL: **Employment** 253 Day/Year Calendar Jennifer Campos Communications & Public Relations Director Effective March 11, 2024 Base Salary: \$75,000.00 Aug 1, 2024 - July 31, 2026 Remainder of 1 year contract beginning March 11, 2024 to July 31, 2024; Salary Prorated to \$29,644.00 (100 days) Myers, Gonyer, Geer, Thompson, Hovest Roll Call: Ayes: None Motion carried. Navs: 11693 It was moved by Geer, seconded by Thompson to approve items as requested. By the Treasurer Fiscal Year 2024 Appropriation Amendments Amount Increase (Decrease) Description SCC Fund 0000 General Fund \$2,625.00 001 Principal Fund – Preschool \$730.00 1811 018 \$150.00 Inspirational Educator 022 0070 **HS Girls Golf** \$1,000.00 300 1910 \$1,000.00 Girls Soccer 300 1915 1920 HS Track \$10,000.00 300 \$149,309.64 9024 Title I -A 572 \$26,456.58 Title IV-A 9024 584 Student Government Conneaut \$300.10 0003 200 MS Teen Institute \$428.05 2012 300 \$56,175.34 Title II-A 9024 599

To: General Fund

To: General Fund

\$90,707.45

\$134,802.41

Held

20 By the Superintendent Acceptance on the following gifts: Donation Conneaut Elementary Wood County Plays Inc. \$ 1,500.00 Conneaut PTO Donation \$ 30.00 Inspirational Educator Award Donation \$ 30.00 Inspirational Educator Award Crim PTO Kenwood PTO Donation \$ 30.00 Inspirational Educator Award Inspirational Educator Award Middle School PTO Donation \$ 30.00 Donation \$ 300.00 HS Drama Club Diane Shetzer Lauren Rex Memorial Scholarship Bowling Green Rotary Club Inc Donation \$4,040.00 Marsh & Rothenbuhler LLC Donation \$ 100.00 After Prom After Prom CraftCo, Inc. (Ben's) Donation \$ 100.00 After Prom Bowling Green Comm. Foundation Donation \$ 3,132.28 After Prom Evans Insurance Donation \$ 300.00 Donation After Prom Bethany & Nathan Ash \$ 50.00 Phipps, Shevlin, Hebeka Dentistry Donation \$ 100.00 After Prom After Prom Falcon Nest, LLC Donation \$ 500.00 Donation Bobcat Basics-Elementary Schools Jack & Betty Whitacre \$ 500.00 Panksepp, Quinn, Sanders Kelsey Kuhlman Donation \$ 200.00 & Wolfe Scholarship Donation **Huntington Chiropractic** Panksepp, Quinn, Sanders \$ 200.00 & Wolfe Scholarship & Wellness LLC Alicia Kelso Donation \$ 200.00 Panksepp, Quinn, Sanders & Wolfe Scholarship Donation Patrick De Luca Memorial Scholarship Emily Gertsen Loen \$3,000.00 Donation BGHS Athletic Booster Club SAB for new Mascot \$ 1,900.58 David Donley Donation \$ 100.00 Lunches Donation Karen Wood & David Donley Lunches \$ 25.00 Donation Fite/Waldron Family Jr Bobcat Basics \$ 100.00 Donation **BG Noon Kiwanis Bobcat Basics** \$ 2,500.00 Donation 2024-2025 Crim 5th Grade Camp Tyson Richmond \$ 20.00 Donation Judy Herr \$50.00 value Snacks - Crim Elementary Eileen Underwood Donation Snacks - Conneaut Elementary \$60.00 value & Richard Rowlands Donation Anonymous Winter wear - Crim Elementary \$200.00 value Ginny & Scott Stewart Donation Books, hygiene products and \$140.00 value Snacks - Media Centers Bobcat Basics & Kenwood Donation Staples Bowling Green School supplies via Staples \$20.00 value Kit Fundraiser MJHOWICK, INC Michael Howick Donation School supplies Crim Elementary \$80.00 value \$ 19,537.86 TOTAL

Approve the following resolution to authorize 2024-2025 membership in the Ohio High School Athletic Association (OHSAA)

Minutes of

Bowling Green City Schools Board of Education

Regular Meeting

Held Performing Arts Center February 20, 20 24 BOARD OF EDUCATION/GOVERNING BOARD RESOLUTION Authorizing 2024-2025 Membership in the Ohio High School Athletic Association Whereas, BOWLING GREEN CITY SCHOOL DISTRICT, District IRN number: 043638 of 137 CLOUGH STREET, Wood County, Ohio Has satisfied all the requirements for membership in the Ohio High School Athletic Association, a voluntary unincorporated association not-for-profit; and WHEREAS, The Board of Education/Governing Board ("Board") and its Administration desire for the schools with one or more grades at the 7-12 grade level under their jurisdiction to be voluntary members of the OHSAA; NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF EDUCATION/GOVERNING BOARD that all schools listed on the reverse side of this card do hereby voluntarily renew membership in the OHSAA and that in doing so, the Constitution, Bylaws, Regulations and Business Rules of the OHSAA are hereby adopted by this Board as and for its own minimum requirements as it pertains to, but not limited to, student-eligibility, coaching requirements, and administrative responsibility. Notwithstanding the foregoing, the Board reserves the right to raise the minimum standards as it deems appropriate for the schools and students under its jurisdiction; and BE IT FURTHER RESOLVED that the schools under this Board's jurisdiction agree to conduct their athletics programs in accordance with the Constitution, Bylaws, Regulations, Business Rules, Interpretations and decisions of the OHSAA and cooperate fully and timely with the Executive Director's office of the OHSAA in all matters related to the interscholastic athletic programs of the schools. Furthermore, the schools under this Board's jurisdiction shall be the primary enforcers of the OHSAA Constitution, Bylaws, Regulations, Business Rules and the Interpretations and rulings rendered by the Executive Director's office. The administrative heads of these schools understand that failure to discharge the duty of primary enforcement may result in fines, removal from tournaments, suspension from membership and/or other such penalties as prescribed in Bylaw 11. Date of Resolution Tracy Hovest President of the Board of Education/Governing Body (Signature) (Signature)

> Superintendent/Head of School E-Mail: + Haselman @ bg CS. K12.0h.US

SCHOOL(S)

The list below is all schools within your district that will abide by the resolution as printed on the front of this card. To add or remove any school to or from OHSAA Membership, please attach that request, signed by the superintendent/head of school on school letterhead to this card.

High Schools (grades 9-12)

School Name

IRN School Name

BOWLING GREEN

IRN

IRN

7th and 8th Grade Schools

School Name IRN School Name IRN

BOWLING GREEN MIDDLE SCHOOL 003293

Acceptance of a Personal Service Contract between Tammy Alexander & Associates, LLC and Bowling Green City School District for instruction and assessment for a special needs student effective January 16, 2024 through May 24, 2024

TAMMY ALEXANDER & ASSOCIATES, LLC ALEXANDER READING SPECIALISTS

Personal Service Contract

This contract is entered into between Tammy Alexander & Associates, LLC (DBA Alexander Reading Specialists), located at 4165 Monroe Street, Suite B, Toledo, OH 43606 and Bowling Green City Schools, located at 137 Clough Street, Bowling Green, OH 43402.

Bowling Green City Schools agrees to pay Tammy Alexander & Associates, LLC \$75 per hour. Tammy Alexander & Associates, LLC agrees to provide the following services for Bowling Green City Schools.

Minutes of

Bowling Green City Schools Board of Education

Regular Meeting

	Held Performing Arts Center February 20, 20 24	
	Up to 57 hours of academic language instruction to January 16 through May 24, 2024.	
	2. Assessment and reporting of sprogress. Up to 4 hours of assessments/written progress reports/tracking/reporting of progress are to be provided from January 16 through May 24, 2024.	
	Payment is to be made by check (payable to "Tammy Alexander & Associates, LLC") within 30 days of receipt of a monthly invoice documenting the hours of instruction/assessment/reporting that were provided or offered. In the case of a "no show," a forgotten appointment, or a same-day cancellation, Tammy Alexander & Associates, LLC has a "no-show" policy of charging for a scheduled session unless a cancellation notice is received 24-hours prior to the scheduled appointment. Exceptions are made for substantiated medical reasons.	
	Invoices will be emailed to Allie Reucher, Executive Director of Pupil Services, at ≤areucher@bgcs.k12.oh.us>.	
	This contract is entered into this 12th day of January, 2024. Date: _/-/Z-2024_	
	Tammy Alexander, Director Tammy Alexander & Associates, LLC Tammy Alexander & Associates, LLC Ted Haselman, Superintendent Superintendent Bowling Green City Schools	
	Acceptance of a County Service Agreement- Consortium Services and a County Service Agreement- Specialized Services with the Wood County Educational Service Center for the 2024-2025 School Year as presented on the attached exhibit.	
	Wood County Educational Service Center 2024 - 2025 County Service Agreement – <u>Consortium Services</u>	
ζ.	Pursuant to the Ohio Revised Code 3313.843 and 3313.845, the Wood County Educational Service Center (WCESC), as Fiscal Agent, and the Board of Education of the Bowling Green City School District (District), agree this day of, 2024 to the following contractual terms:	
*	Section 1. Subject to the terms and conditions set forth in Sections 2-9, the WCESC agrees to provide services authorized by the Ohio Revised Code and requested by the District through this contract, as selected by the district in Section 2 below, for the period of July 1, 2024 through June 30, 2025.	
	Section 2. The District elects to participate in the following programs and receive any services associated with those programs as detailed below. Additional services not checked (V) can be added as agreed upon between the District and the WCESC.	
	A Adaptive Physical Education Services B Wood County Academy No. of Seats I Semester Full Year No. of Seats I Semester Full Year No. of Seats I Semester Full Year No. of Seats I Semester Full Year Semester Full Year D Bus Monitors - including ESY E Community Learning Centers Intervention Services (additional costs) F \(\sqrt{\sqr	
	G√ Community & School-Based ATOD Services (Alcohol, Tobacco & Other Drugs) H√ Emotionally Disturbed Classroom Program	

Held20	
I.	
Section 3. The WCESC reserves the right to cancel any one or all of the services and programs listed in Section 2 of this Agreement if an insufficient number of districts elect to participate in a particular program or if there is a discontinuation or reduction of funds. Notice of such cancellation will be provided to the District by the WCI Section 4. In consideration of the services and programs contracted for above, the District agrees to pay for any program.	ESC.
services in which it has elected to participate, and the pro-rata share of any unemployment benefits which me become payable due to cancellation of any services or programs. 2024 - 2025	nay 2
Section 5. The District further agrees to pay the WCESC for any and all programs or services in which it has elected to participate. The District agrees to assume and pay all expenses including, but not limited to, any and all salar fringe benefits (such as unemployment, health care insurance, severance, liability insurance, workers' compensation) for individuals contracted by the District from the WCESC.	ry and
Section 6. The District agrees to pay the WCESC an agency fee of 4.5% for any and all services rendered.	
Section 7. The District, in consideration of the Agreement with the WCESC to provide services and programs contracte above, agrees to provide written notice to the WCESC of its desire to withdraw from participation in any one more of the programs and services contracted for above no later than December 31, 2024. Such withdraw notice, if received by WCESC on or before December 31, 2024, shall operate to eliminate for the succeeding syear, all contractual obligations of the parties with respect to the programs or services, which are included in notice of withdrawal.	al school
Section 8. All invoices for the programs and services contracted herein by the WCESC shall be due and payable not mo than thirty (30) days from the date of mailing of the invoice by WCESC.	ıre
Section 9. With regard to any therapy services provided by the WCESC pursuant to this Agreement, the WCESC (1) will comply with the requirement of 45 CFR 164.504(e)(1) for safeguarding and limiting access to information concerning beneficiaries; (2) will allow the representatives of the U.S. Department of Human Services, ODN or their respective designee access to the subcontractor's books, documents and records; and (3) acknowled that they or their principles are not suspended or debarred.	I, ODE
Terms of Agreement:	dien it

In consideration of their mutual promises continued herein, and for the other goods and valuable consideration, it is hereby agreed as follows:

Bowling Green City Board of Education (District) and Wood County Educational Service Center (WCESC) state that they will comply with all rules and regulations of the Americans with Disabilities Act and agree signing this agreement that each shall conform and comply with said regulations related to this agreement.

The District and WCESC agree that as a condition of this contract, there shall be no discrimination against any employee, agent, or sub-contractor because of race, color, sex, religion, national origin, handicap, or any other factor as specified in Title VI of the Civil Rights Act of 1964, Rehabilitation Act of 1973 and subsequent amendments. It is further agreed that the District and WCESC will comply with all appropriate federal and state laws regarding such discrimination and the right to and method of appeal shall be made available to all persons under this contract. Any agency found out of compliance with this paragraph may be subject to termination of this contract.

Minutes of

Bowling Green City Schools Board of Education

Regular Meeting

	Held	Performing Arts Center	February 20, 20: ,24
÷	Inform	ation received from or created or received by W	; a subcontractor to whom it provides Protected Health CESC on behalf of the District, agrees to the same tract to the WCESC with respect to such information.
	perform	m functions, activities, or services for, or on beh not violate the Privacy Rule if done by the Distr	GC may use or disclose Protected Health Information to alf of, the District, provided that such use or disclosure ict or the minimum necessary policies and procedures of the
41		strict hereby agrees, in return for such services ing costs as outlined herein:	provided, as set forth in this contract to assume the
		alary schedules adopted by the Wood County Ed covered by this agreement.	lucational Service Center Governing Board for the school
	<u>Retire</u> The em	ment <u>/ Workers' Compensation</u> ployer's share of retirement, including SERS Sur	charge, and Workers' Compensation
	Insura Cost of employe	life, medical, dental, and liability insurance curr	ently paid by the Educational Service Center for eligible
	Medic: The em	are ployer's share of Medicare premium	
п	Costs ir agreem	nce Pay heurred due to payment of "severance pay" to an ent shall be the obligation of the participating di ee's service in the various programs within the I	individual previously employed as part of this service strict(s) pro-rated on district participation of that SC over the previous five (5) years.
	Costs re agreem	ployment Compensation esulting from any claim filed for unemployment eent shall be the obligation of the participating di ee's service.	by an individual previously employed as part of this service istrict(s) pro-rated on district participation of that
	Expens	llancous Expenses ses for approved professional mectings, mileage, r other necessary budgetary expense.	supplies, purchased services, equipment, agency fee and
	A fee of	County & Non-Alignment Fee f 5% will be charged against any and all services Cand all agencies.	rendered to school districts who are not aligned to the
	Ammo	oval of Agreement:	
		ved by the Board of Education of the Bowling G	reen City School District:
	Resol	ution Number (Plea	se attach a copy of Board Resolution)
	Appro	wed by the Governing Board of the Wood Coun	ty ESC:
	Resol	ution Number	
	Wood	l County Educational Service Center	Bowling Green City School District
	Govern	ning Board President	Board of Education President
	Treast	urer / CFO Date	Treasurer / CFO Date

Held	
R.C. 5705.41 and R.C. 5705.412 Certificate We certify that the Board has in effect for the remainder of the fiscal year and succeeding fiscal years the authorization to levy taxes including the renewal or replacement of existing levies, which when combined westimated revenues from all other sources available to the district at the time of certification, are sufficient provide operating revenues necessary to enable the Board to maintain all personnel and programs for all the set forth in its adopted school calendars for the current fiscal year and for a number of days in succeeding for years equal to the number of days instruction was held or is scheduled for the current fiscal year. We addition certify that the amount required to meet the obligation of the fiscal year in which the attached contract is not has been lawfully appropriated for such purpose and is in the treasury or in the process of collection to the of an appropriate fund free from any previous encumbrances.	to e days iscal onally ade
Treasurer / CFO Date Superintendent	Date
Board President Date	
R.C. 3313.843 and R.C. 3313.845 Verification I hereby certify that a copy of this Agreement was sent to the Ohio Department of Education via Regular V on or before June 30, 2024.	I.S. Mail
WCESC Treasurer / CFO Date	
Acceptance of a Guest Agreement with Michindoh for September 23, 2024 to September 27, 2024 for fift outdoor education camp GUEST AGRE 4545 E. Bacon Rd Hillsdale, MI 49242 Phone: 517-523-3616 * Fax: 517-523-3331 reservations@michindoh.com	
Organization: Bowling Green City Schools (Middle School) Event: OE September 23-27, 2024 137 Clough Street Bowling Green, OH 43402	
Primary Contact: Heather Fallis Phone: (P): 137 Clough Street Email: hfallis@BGCS.K12.OH.us Bowling Green, OH 43402	
Arrive: Monday, September 23, 2024 10:45am Depart: Friday, September 27, 2024 10:30am Maximum #: 200 Expected #: 190	2

Minutes of

Bowling Green City Schools Board of Education

Regular Meeting

Lodging 4 Night (OE; Cabin Leader) 19 \$110.00 \$2,090.0 4 Night (OE; Student) 155 \$220.00 \$34,100.0 4 Night (OE; Teacher) 16 \$110.00 \$1,760.0 OE Tie Dye 155 \$6.25 \$968.7 Outdoor Education Teacher Discount 1/11/24 \$-1,760.0 Total Charges/Discounts: \$37,158.7	Most Cohestate				ruary 20, <mark>2</mark> 0	024
Mon., 9724 Breakfast, Lunch, Dirner Tibue, 9724 Breakfast, Lunch, Dirner Wed, 9725 Breakfast, Lunch, Dirner Fith, 9727 Breakfast Contractually Guaranteed Motes: Continuation of State	meai Schedule:					
Man, 9/22 Breakinst, Lunch, Dinner Tine, 9/26 Breakinst, Lunch, Dinner Wed, 9/25 Breakinst, Lunch, Dinner Filu, 9/26 Breakinst, Lunch, Dinner Filu, 9/27 Breakinst Contractually Gustranteed Motes: Continuational State of Contractually Gustranteed Motes: Contractually Gustranteed Motes: Cathe leaders article on Study verying in time for dinner at 5:30 and they will have breakfast on Monday morning. The first meal for the rest of the group will be Monday funch. The final meal for everyone is Friday breakfast. Charges/Discounts Lodging 4 Night (OE; Cathin Leader) 4 Night (OE; Student) 4 Night (OE; Student) 5 \$220.00 5 \$4,190.00 4 Night (OE; Student) 5 \$220.00 5 \$4,190.00 5 \$1,750.00 6 Tile Dye 0 Tile Dye 0 Tile Charges/Discounts Estimated Invoice Based on Expected # of Participants: Estimated Invoice Based on Expected # of Participants: Significant for every of the organization of federal tax exemption later must be enclosed with the signed agreement or tax will be explicated to the event charges: - A copy of the organization of federal tax exemption later must be enclosed with the signed agreement or tax will be explicated to the event charges: - A copy of the organization of federal tax exemption later must be enclosed with the signed agreement or tax will be explicated to the event charges: - A copy of the organization of federal tax exemption later must be enclosed with the signed agreement or tax will be explicated to the event charges: - A copy of the organization of federal tax exemption later must be enclosed with the signed agreement or tax will be explicated to the event charges: - A copy of the organization of federal tax exemption later must be enclosed with the signed agreement or tax will be explicated to the event charges: - A copy of the organization of federal tax exemption later must be enclosed with the signed agreement or tax will be explicated	Sun. 9/22	Dinner				
Title, 924 Breakfast, Lunch, Dinner Wed, 925 Breakfast, Lunch, Dinner Fird, 927 Breakfast Contracturally Guaranteed Notes: Cabin leaders arrive on Suntay evening in time for driner at 5:30 and they will have breakfast on Monday morning. The first meal for the rest of the group will be Monday junch. The final meal for everyone is Friday breakfast. Charges/Discounts Lodging 4 Night (CE; Cabin Leader) 4 Night (CE; Cabin Leader) 5 Night (CE; Teacher) 6 Night (CE; Teacher) 7 Night (CE; Teacher) 7 Night (CE; Teacher) 8 Night (CE; Teacher) 8 Night (CE; Teacher) 9 Strong 1 Night (CE; Teacher) 1 Nigh		Breakfast, Lunch, Dinner				
West, 9/25 Breakfast, Lunch, Dinner Thru, 9/25 Breakfast, Lunch, Dinner Thru, 9/25 Breakfast, Lunch, Dinner Thru, 9/25 Breakfast, Lunch, Dinner Br						
Thu, 2026 Breakisst, Lunch, Dinner FH, 2027 Breakisst Contracturally Guaranteed Notes: Cabin leaders arrive on Sunday evening in time for dinner at 5:30 and they will have breakfast on Monday morning. The first meal for the rest of the group will be Monday preming in time for dinner at 5:30 and they will have breakfast on Monday morning. The first meal for the rest of the group will be Monday preming in time for dinner at 5:30 and they will have breakfast on Monday morning. The first meal for the rest of the group will be Monday preming in time for dinner at 5:30 and they will have breakfast on Monday morning. The first meal for the rest of the group will be Monday preming in time for dinner at 5:30 and they will have breakfast on Monday morning. The first meal for the rest of the group will be form the control of the group will be form the group of the county of the state of the first of the first of the group of the county of the first of the group of the organization federal tax exemption letter must be enclosed with the signed agreement or tax will be applied to the event charges. **Count of the organization federal tax exemption letter must be enclosed with the signed agreement or tax will be applied to the event charges. **Accept of the organization federal tax exemption letter must be enclosed with the signed agreement or tax will be applied to the event charges. **Accept of the organization federal tax exemption letter must be enclosed with the signed agreement or tax will be applied to the event charges. **Accept of the organization federal tax exemption letter must be enclosed with the signed agreement or tax will be expected to the event charges. **Accept of the organization federal tax exemption from a count of the sax will be applied to the event charges. **Accept of the organization federal tax exemption federal tax exemption from a count of the policies agreement. The primary Contact accepts full responsibility for organizatio		3. Company of the Com				
Fig. 927 Breakfast Contractuating Volustanteed Notes: Cabin leaders arrive on Sunday evening in time for dinner at 5:30 and they will have breakfast on Monday morning. The first meal for the rest of the group will be Monday Jurnch. The final inteal for everyone is Priday breakfast. Charges/Discounts Lodging	(8)					
Contractually Guaranteed Motes: Cathi leaders arrive on Sunday evening in time for dinner at 5:30 and they will have breakfast on Monday morning. The first meal for the rest of the group will be Mondary Lunch. The limit meal for everyone is Friday breakfast. Charges/Discounts Lodging 4 Night (CE; Cabin Leader) 4 Night (CE; Teacher) 6 S110.00 \$1,760.01 CE Tie Dye 7 Total Charges/Discounts 1/11/24 5 \$5.2.5 5 \$989.87 5 \$1,780.07 5		The control of the Co				
Cabin leaders arrive on Sunday evening in time for dinner at 5:30 and they will have breakfast on Monday morning. The first meal for the rect of the group will be Monday funch. The final meal for everyone is Friday breakfast. Charges/Discounts Lodging 4 Night (CE; Cabin Leader) 4 Night (CE; Student) 4 Night (CE; Student) 55 \$220.00 534,190.0 CE Tie Dye 0 155 \$220.00 534,190.0 CE Tie Dye 0 155 \$6.25 988.7 Total Charges/Discounts Estimated Invoice Based on Expected # of Participants: 537,158.7 Total Charges/Discounts Estimated Invoice Based on Expected # of Participants: 537,158.7 Total Charges/Discounts Estimated Invoice Based on Expected # of Participants: 537,158.7 Total Charges/Discounts Estimated Invoice Based on Expected # of Participants: 537,158.7 Total Charges/Discounts Estimated Invoice Based on Expected # of Participants: 737,158.7 Total Charges/Discounts Estimated Invoice Based on Expected # of Participants: 737,158.7 Total Charges/Discounts Estimated Invoice Based on Expected # of Participants: 737,158.7 Total Charges/Discounts Estimated Invoice Based on Expected # of Participants: 737,158.7 Total Charges/Discounts Estimated Invoice Based on Expected # of Participants: 737,158.7 Total Charges/Discounts Estimated Invoice Based on Expected # of Participants: 737,158.7 Total Charges/Discounts Estimated Invoice Based on Expected # of Participants: 737,158.7 Total Charges/Discounts Estimated Invoice Based on Expected # of Participants: 737,158.7 Total Charges/Discounts 537,158.7 Total Charges/Discounts Estimated Invoice Based on Expected # of Participants: 737,158.7 Total Charges/Discounts 737,158.7 Total Charges/Discounts 837,158.7 Total Charges/Discounts 837,158						
Charges/Discounts Lodging 4 Night (CE; Cabin Leader) 4 Night (CE; Student) 5 S22,000 82,090.0 4 Night (CE; Student) 5 S22,000 83,410.00 15 S22,000 83,410.00 15 S22,000 83,410.00 15 S62,000 15 S62,00	Cabin leaders arrive	e on Sunday evening in time for dinne	er at 5:30 and they will	have breakfast on Monday morning.	The first meal for	or the rest of the
Lodging 4 Night (OE; Cabin Leader) 4 Night (OE; Student) 5 S220.00 534,100.00 515 Dye 0 It 5 S6.25 56.25 56.25 56.25 57,760.00 57,160.00			is rimay breaklast.	NAMES OF THE OWNER, AND THE PARTY OF THE PAR	SERVICE STREET	DESTRUCTION OF THE PROPERTY OF
4 Night (OE; Cabin Lader) 4 Night (OE; Studerth) 5 S220.00 \$3,410.00 5 1760.00 File Dye 0 155 \$220.00 \$3,410.00 5 1760.00 File Dye 0 155 \$6.25 \$7.158.7 Total Charges/Discounts: Estimated Invoice Based on Expected # of Participants: **S37,158.7* **Courdoor Education Policies **A copy of the organization's federal tax exemption letter must be enclosed with the signed agreement or tax will be applied to the event charges. **A copy of the organization's federal tax exemption letter must be enclosed with the signed agreement or tax will be applied to the event charges. **A copy of the organization's federal tax exemption letter must be enclosed with the signed agreement or tax will be applied to the event charges. **A copy of the organization's federal tax exemption letter must be enclosed with the signed agreement or tax will be applied to the event charges. **A copy of the organization's federal tax exemption letter must be enclosed with the signed agreement or tax will be applied to the event charges. **A copy of the organization's federal tax exemption letter must be enclosed with the signed agreement or tax will be applied to the event charges. **A copy of the organization's federal tax exemption letter must be enclosed with the signed agreement or tax will be applied to the event charges. **A copy of the organization's federal tax exemption letter must be enclosed with the signed agreement are not met by the organization, or if any statements or policies agreement. **Michiadoh reserves the right to book groups stimultaneously when facility capacity allows, unless otherwise noted in this agreement. **The Primary Contact has read the attached Michiadoh Outdoor Education Agreement Policy form and agrees to the policies agreement. **The Primary Contact has read the attached	THATTER SHEET HAVE BEEN THE	unis		Multiple of Cour	nt Unit Cost	Tota
4 Night (OE; Student) 4 Night (OE; Student) OE Tie Dy Outdoor Education Teacher Discount 1/11/24 Total Charges/Discounts: S37,158.7 Total Charges/Discounts: Total Charges/Discounts: Estimated Invoice Based on Expected # of Participants: S37,158.7 S37,158.7 Cutdoor Education Policies A copy of the organization's federal tax exemption letter must be enclosed with the signed agreement or tax will be applied to the event charges. Niticinal on searchers the right to void this agreement if the payment plan requirements are not met by the organization. The final balance must be paid within 30 catendar days of departure date, unless otherwise noted in this agreement; thereafter, a late fee of 11/4% who be assessed per month on the unpaid balance. Michindon bareves the right to book groups simultaneously when facility capacity allows, unless otherwise noted in this agreement. The Primary Contact accepts this plant the attached Michindon Outdoor Education Agreement Policy from and agrees to the policies. The Primary Contact accepts full responsibility for communicating the policy in this agreement to all guests, as applicable, and is responsible to ensure compliance. Terry Bayer Signature Quidoor Education Director The primary Contact has read the attached Michindon Outdoor Education Agreement Policy from and agrees to the policies. The Primary Contact accepts full responsibility for communicating the policy in this agreement and its attachment to all guests, as applicable, and is responsible to ensure compliance. Terry Bayer Signature Quidoor Education Director 1/11/24 Title / Date Cutdoor Education Director 1/11/24 Title / Date Cutdoor Education Director 1/11/24 Title / Date Cutdoor Education Director Agreement Signature Cutdoor Education Director Agreement Signature Cutdoor Education Director Agreement Signature Cutdoor Education Director 1/11/24 Title / Date Cutdoor Education Director 1/11/24 Service and Recycling Services for collection and disposal or disposal or disposal o						
4 Night (OE; Teacher) OE Tile Dye Outdoor Education Teacher Discount 1/11/24 155 \$6.25 \$988.7. Total Charges/Discounts: Estimated Invoice Based on Expected # of Participants: Estimated Invoice Based on Expected # of Participants: Total Charges/Discounts: Estimated Invoice Based on Expected # of Participants: 7. Acopy of the organization's federal tax exemption letter must be enclosed with the signed agreement or tax will be applied to the event charges. A copy of the organization or the interpretation of the organization or the flight to void this agreement if the payment plan requirements are not met by the organization. The final balance must be paid within 30 calendar days of departure date, unless otherwise noted in this agreement; thereafter, a late fee of 11½% who has assessed per month on the unpaid balance. Altichindoh may void this agreement if the Primary Contact misrepresents the listed organization, or if any statements or policies agreement. Altichindoh reserves the right to book groups simultaneously when facility capacity allows, unless otherwise noted in this agreement. The Primary Contact has read the attached Michindoh Outdoor Education Agreement Policy form and agrees to the policies. The Primary Contact accepts full responsibility for communicating the policy in this agreement and its attachment to all guests, as applicable, and is responsible to ensure compliance. Terry Bayer Signature, Ted Haselman Outdoor Education Director 1/11/24 Title / Date Title / Date Coutdoor Education Director 1/11/24 Title / Date Sales Order Agreement White A Recycling Services for collection and disposal or collection and recyclables for an initial term of three years Service Address: Service Address: Service Countron Number: 2-2-2-2-2-2-2-2-2-2-2-2-2-2-2-2-2-2-2				1	19 \$110.00	\$2,090.0
Outdoor Education Teacher Discount 1/11/24 155 \$6.25 \$988.75 Total Charges/Discounts: Estimated Invoice Based on Expected # of Participants: 537,158.75 S37,158.75 Coutdoor Education Policies - A copy of the organization's federal tax exemption letter must be enclosed with the signed agreement or tax will be applied to the event charges. - A copy of the organization's federal tax exemption letter must be enclosed with the signed agreement or tax will be applied to the event charges. - A copy of the organization's federal tax exemption letter must be enclosed with the signed agreement or tax will be applied to the event charges. - Michindon reserves the right to void this agreement if the payment plan requirements are not met by the organization. - The final balance must be paid within 30 calendar days of departure date, unless otherwise noted in this agreement; thereafter, a late fee of 1½% when assessed per month on the unputab balance. - Michindoh reserves the right to book groups simultaneously when facility capacity allows, unless otherwise noted in this agreement. - The Primary Contact Accepts thin responsibility for communicating the policy in this agreement and its attachment to all guests, as applicable, and is responsible to ensure compliance. - Terry Bayer - Signature, Ted Haselman - Cutdoor Education Director - 1/11/24 - Title / Date - Cutdoor Education Director - 1/11/24 - Title / Date - Cutdoor Education Director - 1/11/24 - Title / Date - Cutdoor Education Director - 1/11/24 - Title / Date - Cutdoor Education Director - 1/11/24 - Title / Date - Cutdoor Education Director - 1/11/24 - Title / Date - Cutdoor Education Director - 1/11/24 - Title / Date - Cutdoor Education Director - 1/11/24 - Title / Date - Cutdoor Education Director - 1/11/24 - Title / Date - Cutdoor Education Director - 1/11/24 - Title / Date - Cutdoor Education Director - 1/11/24 - Title / Date - Cutdoor Education Director - 1/11/24 - Title / Date - Cutdoor Education Director -				15	55 \$220.00	\$34,100.0
Outdoor Education Teacher Discount 1/11/24 Estimated Invoice Based on Expected # of Participants: Estimated Invoice Based on Expected # of Participants: 537,158.7 Count or Education Policies A copy of the organization's federal tax exemption letter must be enclosed with the signed agreement or tax will be applied to the event charges. A copy of the organization's federal tax exemption letter must be enclosed with the signed agreement or tax will be applied to the event charges. A copy of the organization for the unpaid balance of the payment plan requirements are not met by the organization. The final balance must be paid within 30 calendar days of departure date, unless otherwise noted in this agreement; thereafter, a late fee of 1½% will be assessed per month on the unpaid balance. Michindon from you did this agreement if the Primary Contact misrepresents the listed organization, or if any statements or policies agreed to in this agreement are jeopardized. Michindon reserves the right to book groups simultaneously when facility capacity allows, unless otherwise noted in this agreement. The Primary Contact has read the attached Michindon Outdoor Education Agreement Policy from and agrees to the policies. The Primary Contact accepts full responsibility for communicating the policy in this agreement and its attachment to all guests, as applicable, and is responsible to ensure compiliance. Terry Bayer Signature Quidoor Education Director 1/11/24 Title / Date Title / Date Coeptance of a Sales Order Agreement with Rumpke Waste & Recycling Services for collection and disposal or lid waste and recyclables for an initial term of three years Service Adresses: Se		eacher)		1	16 \$110.00	\$1,760.0
Total Charges/Discounts: Estimated Invoice Based on Expected # of Participants: **S37,158.7* Estimated Invoice Based on Expected # of Participants: **S37,158.7* **S47,158.7* Cutdoor Education Policies **A copy of the organization's federal tax exemption letter must be enclosed with the signed agreement or tax will be applied to the event charges. **Michindon tax be paid within 30 calendar days of departure date, unless otherwise noted in this agreement; thereafter, a late fee of 11%% who assessed per month on the unpaid belance. **Michindon tax void this agreement if the Primary Contact misrepresents the listed organization, or if any statements or policies agreed to in this agreement are jeopardized. **Michindon tax read the attached Michindon Outdoor Education Agreement Policy form and agrees to the policies. **The Primary Contact accepts full responsibility for communicating the policy in this agreement and its attachment to all guests, as applicable, and is responsible to ensure compliance. **Terry Bayer** Signature** Outdoor Education Director** **If 11/24* Title / Date** **Title / Date** **Sales Order Agreement** **Waste & Recycling Services for collection and disposal or lid waste and recyclables for an initial term of three years* **Sales Order Agreement** **Sales Ord	OE Tie Dye	()		15	55 \$6.25	\$968.7
Estimated Invoice Based on Expected # of Participants: S37,158.7	Outdoor Educat	tion Teacher Discount	1/11/24			\$-1,760.0°
Estimated Invoice Based on Expected # of Participants: S37,158.7						
Outdoor Education Policies - A copy of the organization's federal tax exemption letter must be enclosed with the signed agreement or tax will be applied to the event charges. - Michindoh reserves the right to void this agreement if the payment plan requirements are not met by the organization. - The final balance must be paid within 30 calendar days of departure date, unless otherwise noted in this agreement; thereafter, a late fee of 115% will be assessed per month on the unpaid balance. - Michindoh may void this agreement if the Primary Contact misrepresents the listed organization, or if any statements or policies agreed to in this agreement are plopardized. - Michindoh reserves the right to book groups simultaneously when facility capacity allows, unless otherwise noted in this agreement. - The Primary Contact accepts that responsibility for communicating the policy in this agreement and agrees to the policies. - The Primary Contact accepts that responsibility for communicating the policy in this agreement and its attachment to all guests, as applicable, and is responsible to ensure compliance. - Tery Bayer - Signature - Outdoor Education Director - Iffile / Date - Date - Title / Date - Title / Date - Customer Agreement - Phone Number: - P				Total Charg	ges/Discounts:	\$37,158.7
A copy of the organization's federal tax exemption letter must be enclosed with the signed agreement or tax will be applied to the event charges. Mitchindoh reserves the right to void this agreement if the payment plan requirements are not met by the organization. The final balance must be paid within 30 calendar days of departure date, unless otherwise noted in this agreement; thereafter, a late fee of 1½% with a sessessed per month on the unpaid balance. Mitchindoh may void this agreement if the Primary Contact misrepresents the listed organization, or if any statements or policies agreed to in this agreement are jeopardized. Mitchindoh reserves the right to book groups simultaneously when facility capacity allows, unless otherwise noted in this agreement. The Primary Contact has read the attached Mitchindoh Outdoor Education Agreement Policy form and agrees to the policies. The Primary Contact has read the attached Mitchindoh Outdoor Education Agreement Policy form and agrees to the policies. The Primary Contact has read the attached Mitchindoh Outdoor Education Agreement and its attachment to all guests, as applicable, and is responsible to ensure compliance. Signature, Ted Haselman Outdoor Education Director 1/11/24 Title / Date Ceptance of a Sales Order Agreement with Rumpke Waste & Recycling Services for collection and disposal or lid waste and recyclables for an initial term of three years Sales Order Agreement Waste & Recycling Services Sales Order Agreement Customer service Contract Name: Service Effective Date: Pricinglevidilitional Terms: Reservice and pricing			Estima	ted Invoice Based on Expected # o	of Participants:	\$37,158.7
Signature Outdoor Education Director 1/11/24 Title / Date Coeptance of a Sales Order Agreement with Rumpke Waste & Recycling Services for collection and disposal or lid waste and recyclables for an initial term of three years Sales Order Agreement Sales Order Agreement Sales Order Agreement Sales Order Agreement Customer Account Number: 72- Service Address: see seldendure Customer Service Contact Name: Callry Mr. Schuller PHONE NUMBER: 419-362-3576 BILLING NAME: Bowling Green City Schools EMAIL Address: gschullen@bgcs.k12.oh.us BILLING Address: Service and priching Wilsonices are subject to fuel surchargestee www.rumple.com for oddioralinformation)	 The Primary Conta 			out and wo, and con out of those flower	n inis agreemen	t.
Outdoor Education Director Title / Date Title / Date Coeptance of a Sales Order Agreement with Rumpke Waste & Recycling Services for collection and disposal or solid waste and recyclables for an initial term of three years Sales Order Agreement Sales Order Agreement Sales Order Agreement Customer Account Number: 72- Customer Service Address: See self-endum Cuty Schools Customer Service Contact Name: Callby M. Schools Customer Service Contact Name: Callby M. Schools Customer Service Contact Name: Callby M. Schools Customer Service Contact Name: Service Contact Name: Service Contact Name: Service Contact Name: Customer Service Contact Name: Callby M. Schools Customer Service Contact Name: Callby M. Schools Service Effective Date: City, State Zip: Pricingladditional Tours: See addendum for service and pricing	 The Primary Conta 	act accepts full responsibility for comi	Outdoor Education Agr	eement Policy form and agrees to the this agreement and its attachment to	e policies.	
Title / Date Coeptance of a Sales Order Agreement with Rumpke Waste & Recycling Services for collection and disposal or lid waste and recyclables for an initial term of three years Sales Order Agreement Waste & Recycling Services Sales Order Agreement Sales Order Agreement Service NAME: Bowling Green City Schools Service ADDRESS: see addendum Customer Service Contact Name: Callry M. Schuller Phone Number: 419-352-3576 Bit Link NAME: Bowling Green City Schools EMAIL ADDRESS: cschullen@bqcs.k12.oh.us Bet Link Address: Service EFFECTIVE DATE: CITY, STATE ZIP: Pricingladdillional Terms: See addendum for service and pricing	The Primary Conta responsible to ensu	act accepts full responsibility for comi re compliance.	Outdoor Education Agr	eement Policy form and agrees to the this agreement and its attachment to Terry Bayer	e policies.	
Title / Date Sales Order Agreement Sales Order Agreement Customer Account Number: 72- Customer Account Number: 72- Customer Service Contract Name: Callby M. Schuller PHONE Number: 419-352-3576 EMAIL ADDRESS: cschuller@bgos.k12.oh.us Service Epfective Date: City, State Zip: Pricingladditional Tarins: See addendum for service and pricing Title / Date Ti	The Primary Conta responsible to ensu	act accepts full responsibility for comi re compliance.	Outdoor Education Agr municating the policy in	eement Policy form and agrees to the this agreement and its attachment to Terry Bayer	e policies.	
Sales Order Agreement	The Primary Conta responsible to ensu	act accepts full responsibility for comi re compliance.	Outdoor Education Agr municating the policy in	eement Policy form and agrees to the this agreement and its attachment to Terry Bayer Signature	e policies.	applicable, and is
SERVICE NAME: Bowling Green City-Schools CUSTOMER ACCOUNT NUMBER: 72- SERVICE ADDRESS: see addendinn CUSTOMER SERVICE CONTACT NAME: Callty M. Schuller PHONE NUMBER: 419-382-3876 BILLING NAME: Bowling Green City Schools EMAIL ADDRESS: cschullen@bgos.k12.oh.us BILLING ADDRESS: SERVICE EFFECTIVE DATE: CITY, STATE ZIP: Pridingladdillional Temps: See addending for service and priding All services are subject to first surcharges(see www.nemp%s.com for additional information)	The Primary Conta responsible to ensu Signature, Ted H	act accepts full responsibility for comi re compliance.	Outdoor Education Agr municating the policy in	eement Policy form and agrees to the this agreement and its attachment to Terry Bayer Signature Outdoor Education Director	e policies.	applicable, and is
SERVICE ADDRESS: eae addition CUSTOMER SERVICE CONTACT NAME: Callity M. Schuller CITY, STATE ZIP PHONE NUMBER: 419-352-3576 BELLING MAME: Bowling Green City Schools EMAIL ADDRESS: aschuller@bgcs.k12.oh.us BILLING ADDRESS: SERVICE EFFECTIVE DATE: CITY, STATE ZIP: Pricingladdillonal Terms: See addendum for service and pricing "All services are subject to fuel sunchargesteen www.numphs.com for additional information)	The Primary Contaresponsible to ensure Signature, Ted Fritle / Date	act accepts full responsibility for commune compliance. Haselman Sales Order Agreement wit	Outdoor Education Agr nunicating the policy in	eement Policy form and agrees to the this agreement and its attachment to	e policies . o all guests , as a	applicable, and is
CITY, STATE ZIP: Pricingladdillional Tornes: See addendum for service and pricing All services are subject to fuel surcharges/see www.nampha.com for additional information)	The Primary Contaresponsible to ensure Signature, Ted Fritle / Date Compared to the Signature of a Signature o	act accepts full responsibility for comme compliance. Haselman Sales Order Agreement wit ecyclables for an initial term	Outdoor Education Agr nunicating the policy in	eement Policy form and agrees to the this agreement and its attachment to Terry Bayer Signature Outdoor Education Director Title / Date & Recycling Services for a	e policies . o all guests , as a	applicable, and is 1/11/24 nd disposal of
See addendum for service and prioling Will services are subject to fuel surcharges(see www.numphe.com for additional information)	The Primary Conta responsible to ensure signature, Ted in Title / Date Compared to the second of a Signature o	act accepts full responsibility for comme compliance. Sales Order Agreement with accyclables for an initial term Farvices Bowling Green City Schools see addendum	Outdoor Education Agr nunicating the policy in h Rumpke Waste n of three years CUSTOMER AG CUSTOMER SI PHONE NUMBE	eement Policy form and agrees to the this agreement and its attachment to this agreement and its attachment to the this agreement and its attachment to the this agreement and its attachment to the this agreement and its attachment to the this agreement and its attachment to the this agreement and its attachment and its attachment to the this agreement and its attachment	e policies . o all guests , as : collection ar r Agreemer	applicable, and is 1/11/24 nd disposal of
* All services are subject to fuel surcharges(sed www.numphe.com for additional information)	The Primary Conta responsible to ensure sponsible to ensure signature, Ted in the coeptance of a Solid waste and responsible to the coeptance of a Solid waste and responsible to the coeptance of a Solid waste and responsible to the coeptance of a Solid waste and responsible to the coeptance of a Solid waste and responsible to the coeptance of a Solid waste and responsible to the coeptance of a Solid waste and responsible to the coeptance of a Solid waste and responsible to the coeptance of a Solid waste and responsible to the coeptance of a Solid waste and responsible to ensure solid waste and responsible to the coeptance of a Solid waste and responsible to ensure solid waste and responsible to the coeptance of a Solid waste and respo	act accepts full responsibility for comme compliance. Sales Order Agreement with accyclables for an initial term Farvices Bowling Green City Schools see addendum	h Rumpke Wasten of three years customer accustomer acc	eement Policy form and agrees to the this agreement and its attachment to this agreement and its attachment to the this agreement and its attachment to the this agreement and its attachment to the this agreement and its attachment to the this agreement and its attachment and its a	e policies . o all guests , as : collection ar r Agreemer	applicable, and is 1/11/24 nd disposal of
TO SECURE OF CONTRACT CONTRACT STATE A SECURE OF SECURE	The Primary Conta responsible to ensure sponsible to ensure signature, Ted in Title / Date Sceptance of a Signature and responsible to ensure signature, Ted in Title / Date Sceptance of a Signature and responsible and responsible signature and responsible signature.	Sales Order Agreement witecyclables for an initial term Sales Order Agreement witecyclables for an initial term Services Bowling Green City Schools See addendum Bowling Green City Schools	h Rumpke Wasten of three years customer accustomer acc	eement Policy form and agrees to the this agreement and its attachment to this agreement and its attachment to the this agreement and its attachment to the this agreement and its attachment to the this agreement and its attachment to the this agreement and its attachment and its a	e policies . o all guests , as : collection ar r Agreemer	applicable, and is 1/11/24 nd disposal of
STORE SECURIC CONTROL CONTROL CONTROL AND	The Primary Conta responsible to ensure sponsible to ensure signature, Ted in the company of the	Sales Order Agreement wite ecyclables for an initial term Source of the second of the	h Rumpke Wasten of three years customer accustomer acc	eement Policy form and agrees to the this agreement and its attachment to this agreement and its attachment to the this agreement and its attachment to the this agreement and its attachment to the this agreement and its attachment to the this agreement and its attachment and its a	e policies . o all guests , as : collection ar r Agreemer	applicable, and is 1/11/24 and disposal of
	The Primary Conta responsible to ensure sponsible to ensure signature, Ted in Title / Date Compared to the sceptance of a Silid waste and responsible to ensure special service NAME: SERVICE NAME: SERVICE ADDRESS: CITY, STATE ZIP BELLING ADDRESS: CITY, STATE ZIP BELLING ADDRESS: CITY, STATE ZIP SELLING ADDRESS: CITY, STATE ZIP Pricingladditional Terrises addendum for service addendum for service services.	act accepts full responsibility for comme compliance. Sales Order Agreement with accyclables for an initial term Southing Green City Schools see addendum Bowling Green City Schools in see and pricing	Outdoor Education Agr nunicating the policy in h Rumpke Waste n of three years customers phone number service effe	eement Policy form and agrees to the this agreement and its attachment to this agreement and its attachment to the this agreement and its attachment to the this agreement and its attachment to the this agreement and its attachment to the this agreement and its attachment and its a	e policies . o all guests , as : collection ar r Agreemer	applicable, and is 1/11/24 and disposal of

neconnection the terms of the Agreement.

(2) WASTE MATERIAL: The Work Material to be collected and disposed of or recycled by Rumpke includes all solid waste material and recyclables, generated by the Customer ("Waste Malerial"), except that Waste Material specifically excludes all materials that are regulated as hazardous, infectious, blomedical, explosive, toxic, nucleactive, volatile, and/or highly flammable as defined by applicable federal, state or local

(3) TERM: The initial term of this Agreement is three years from the later of 1) the date of the Service Effective Date; or 2) the first day following the expiration date of any pre-existing agreement for the collection and disposal of Waste between Customer and another waste service company provider. This Agreement shall automatically renew thereafter for successive three terms unless either party shall give written notice of their intent not to renew the Agreement by certified mail not less than (60) days now more than one hundred and twenty (120) days prior to the expiration of the initial term or renewal term.

after the end of the term this agreement is month to month the month of the term this agreement is month to month the fact and pass through to the Customer any new or additional generation or disposal fees, toxes and/or surcharges levied on Rumpke by federal, state or local governmental entity. Rumpke reserves the right to adjust rakes charged hereunder to reflect changes in CFI, processing, first, or increased transportation. Rumpke may increase rates for reasons other than set forth above with the consent of the Customer, which may be evidenced verbally, in writing, or by the actions and practices of the parties.

		20
(5) CHANGES: 'Changes in the rate, type, size and amount of equipment a parties. Convent to oral changes shall be evidenced by the actions and pract (6) EQUIPMENT RESPONSIBILITY: Customer admonstedges that it is (the 'Equipment') and accepts responsibility for the Equipment and Waste Rumpke harmless from and against any and all claims, loss, lintility, and escollections, transportation, troubment, stongs and/or Sepond of Waste not only property of Customer or direct party or injury to or death of a pareon or a operation or possession of the Equipment farm shed under this Agreement. The Equipment, and shall use the Equipment only for its proper and intende Equipment and for the checkled collection day and Customer agrees to pay the full to provide such access. Customer acknowledges that Rumpke shall surfaces resulting from weight of Rumpke's vehicles. (7) INCLE HARMLESS: Neither party shall be liable, for any, consequent arising, as a result of Eneir performance, or follows to perform under this Ag (8) LIQUIDATED DAMAGES; In the event Customer terminates or defiliquidated damages, a sum equal to the Customer's monthly service rate ms (9) PAYMENT: Customer agrees to pay all amounts the NET 10 days, we service charge per month until paid. (10) MISCELLANEOUS; Upon execution, this Agreenced represents the supersecter und new service address locations of Customer within the men is successors and assigns. Neither party shall be liable for its failure to perform including, but not limited to civil commetion, strikes, dois, acts of Glod, or including, but not limited to civil commetion, strikes, dois, acts of Glod, or	sices of the parties, as under its consody of Moterial desposed the spenses of including resonations of the season to Waste I persons resulting from Customer agrees not dipulpase. Customer associated fees for the not be Hable for any unial, incidental or operenent, except as primits under this Agree of the not be moterial of pulpase of the formal and presented by a plus a citif any amounts not perfectly the configuration of the contract of th	ico may be agreed to orally or in writing by the and management, equipment owned by Rumpke stein. Outcomer shall defend, indemnity and hold assomable aborney's fees) for: (a) Rumpke's Moterial, as defined bettein, (b) loss or damage to a or inising in any manner out of Customer's use, to overload (by weight or volume), more or alter agrees to provide mobilitation of access to the eadditional service required due to Customer's damages to provide mobilitation, or other driving schild famages or loss of business profits however rowleds herein. Sential damages or loss of business profits however rowleds herein. Sential damages of its of \$100 per combiner: and within 30 days of involving subject to 1.5% is and agreement bolween parties hereto and ag the same. This Agreement shall apply to in service shall be blacking upon the parties, their contingenders boyened its ressumble controls or or factorial povernments boiles, accordes or
cours. In the exect of breach of this Agreement, the breaching party shall; incident to any unition trought to enforce this Agreement. (A STATE OF THE OF COMMENTS: Conformer strate to Remarks the right to our control of the contro	pay oil reasonable sid weete with unwollier :	omey's fres, collection fees and costs of the party which (hastometreesives (or intends to make) relat
to the provisions of solid waste collection and disposal services upon the te nation notice of such ofter and a reasonable opportunity to respond to it.	smilnollon of this Ago	reement for any reason, and appres to give Rumpke
Customer (Corporate Name): Bawling Graen City Schools		e of Ohio, Inc.
Name@ille: Signature:	Ammoriza Printedi	Bob Roeser Bob Roeser
Date	Date	MO110 CO.
Addend	lum A	
	lum A	
Locations with service and pricing as follows:		
Locations with service and pricing as follows: Bowling Green City Schools - multi BG High School - 530 W Poe Rd, Bowling Gree	iple sites	
Locations with service and pricing as follows: Bowling Green City Schools - multi BG High School - 530 W Poe Rd, Bowling Gree (1) 4YD recycle 1x/week - \$68 per month	iple sites	
Locations with service and pricing as follows: Bowling Green City Schools - multi BG High School - 530 W Poe Rd, Bowling Gree (1) 4YD recycle 1x/week - \$68 per month (2) 6YD trash 5x/week - \$620 per month BG Stadium - 530 W Poe Rd, Bowling Green C	iple sites en OH 43402 OH 43402	
Locations with service and pricing as follows: Bowling Green City Schools - multi BG High School - 530 W Poe Rd, Bowling Gree (1) 4YD recycle 1x/week - \$68 per month (2) 6YD trash 5x/week - \$620 per month BG Stadium - 530 W Poe Rd, Bowling Green C (2) 4YD trash on casters, 1x/week - \$144 per m	iple sites en OH 43402 OH 43402 nonth	2463
Locations with service and pricing as follows: Bowling Green City Schools - multi BG High School - 530 W Poe Rd, Bowling Gree (1) 4YD recycle 1x/week - \$68 per month (2) 6YD trash 5x/week - \$620 per month BG Stadium - 530 W Poe Rd, Bowling Green C (2) 4YD trash on casters, 1x/week - \$144 per m BG Middle School - 1079 Fairview Ave, Bowling	iple sites en OH 43402 OH 43402 nonth	<u>3402</u>
Locations with service and pricing as follows: Bowling Green City Schools - multi BG High School - 530 W Poe Rd, Bowling Gree (1) 4YD recycle 1x/week - \$68 per month (2) 6YD trash 5x/week - \$620 per month BG Stadium - 530 W Poe Rd, Bowling Green C (2) 4YD trash on casters, 1x/week - \$144 per m BG Middle School - 1079 Fairview Ave, Bowlin (1) 4YD recycle 1x/week - \$68 per month (1) 6YD trash 5x/week - \$310 per month	iple sites en OH 43402 OH 43402 nonth ng Green OH 4	
Locations with service and pricing as follows: Bowling Green City Schools - multi BG High School - 530 W Poe Rd, Bowling Gree (1) 4YD recycle 1x/week - \$68 per month (2) 6YD trash 5x/week - \$620 per month BG Stadium - 530 W Poe Rd, Bowling Green C (2) 4YD trash on casters, 1x/week - \$144 per m BG Middle School - 1079 Fairview Ave, Bowlin (1) 4YD recycle 1x/week - \$68 per month (1) 6YD trash 5x/week - \$310 per month BG Kenwood - 710 Kenwood Ave, Bowling Green	iple sites en OH 43402 OH 43402 nonth ng Green OH 4	
Locations with service and pricing as follows: Bowling Green City Schools - multi BG High School - 530 W Poe Rd, Bowling Gree (1) 4YD recycle 1x/week - \$68 per month (2) 6YD trash 5x/week - \$620 per month BG Stadium - 530 W Poe Rd, Bowling Green O (2) 4YD trash on casters, 1x/week - \$144 per m BG Middle School - 1079 Fairview Ave, Bowlin (1) 4YD recycle 1x/week - \$68 per month (1) 6YD trash 5x/week - \$310 per month BG Kenwood - 710 Kenwood Ave, Bowling G (1) 4YD recycle 1x/week - \$68 per month (1) 6YD trash 5x/week - \$68 per month	iple sites en OH 43402 OH 43402 nonth ng Green OH 4 reen OH 43402	<u>}</u>
Locations with service and pricing as follows: Bowling Green City Schools - multi BG High School - 530 W Poe Rd, Bowling Gree (1) 4YD recycle 1x/week - \$68 per month (2) 6YD trash 5x/week - \$620 per month BG Stadium - 530 W Poe Rd, Bowling Green O (2) 4YD trash on casters, 1x/week - \$144 per m BG Middle School - 1079 Fairview Ave, Bowlin (1) 4YD recycle 1x/week - \$68 per month (1) 6YD trash 5x/week - \$310 per month BG Kenwood - 710 Kenwood Ave, Bowling Green O (1) 4YD recycle 1x/week - \$68 per month (1) 6YD trash 5x/week - \$310 per month	iple sites en OH 43402 OH 43402 nonth ng Green OH 4 reen OH 43402	<u>}</u>
Locations with service and pricing as follows: Bowling Green City Schools - multi BG High School - 530 W Poe Rd, Bowling Gree (1) 4YD recycle 1x/week - \$68 per month (2) 6YD trash 5x/week - \$620 per month BG Stadium - 530 W Poe Rd, Bowling Green O (2) 4YD trash on casters, 1x/week - \$144 per m BG Middle School - 1079 Fairview Ave, Bowlin (1) 4YD recycle 1x/week - \$68 per month (1) 6YD trash 5x/week - \$310 per month (1) 6YD trash 5x/week - \$68 per month (1) 6YD trash 5x/week - \$310 per month BG Conneaut Elementary - 542 Haskins Rd, Bo (1) 4YD recycle 1x/week - \$68 per month	iple sites on OH 43402 oh 43402 nonth ng Green OH 43402 owling Green G	OH 43402
BG High School - 530 W Poe Rd, Bowling Green (1) 4YD recycle 1x/week - \$68 per month (2) 6YD trash 5x/week - \$620 per month BG Stadium - 530 W Poe Rd, Bowling Green C (2) 4YD trash on casters, 1x/week - \$144 per m BG Middle School - 1079 Fairview Ave, Bowlin (1) 4YD recycle 1x/week - \$68 per month (1) 6YD trash 5x/week - \$310 per month BG Kenwood - 710 Kenwood Ave, Bowling Gr (1) 4YD recycle 1x/week - \$68 per month (1) 6YD trash 5x/week - \$310 per month BG Conneaut Elementary - 542 Haskins Rd, Be (1) 4YD recycle 1x/week - \$68 per month (1) 4YD trash 5x/week - \$68 per month BG Conneaut Elementary - 542 Haskins Rd, Be (1) 4YD trash 5x/week - \$68 per month (1) 4YD trash 5x/week - \$68 per month	iple sites on OH 43402 oh 43402 nonth ng Green OH 43402 owling Green G	OH 43402
Locations with service and pricing as follows: Bowling Green City Schools - multi BG High School - 530 W Poe Rd, Bowling Gree (1) 4YD recycle 1x/week - \$68 per month (2) 6YD trash 5x/week - \$620 per month BG Stadium - 530 W Poe Rd, Bowling Green C (2) 4YD trash on casters, 1x/week - \$144 per m BG Middle School - 1079 Fairview Ave, Bowlin (1) 4YD recycle 1x/week - \$68 per month (1) 6YD trash 5x/week - \$310 per month BG Kenwood - 710 Kenwood Ave, Bowling Gr (1) 4YD recycle 1x/week - \$68 per month (1) 6YD trash 5x/week - \$310 per month BG Conneaut Elementary - 542 Haskins Rd, Bd (1) 4YD recycle 1x/week - \$68 per month (1) 4YD trash 5x/week - \$285 per month BG Crim - 1020 Scott Hamilton Dr, Bowling Gr (1) 4YD recycle 1x/week - \$68 per month	iple sites on OH 43402 oh 43402 nonth ng Green OH 43402 owling Green G	OH 43402
BG High School - 530 W Poe Rd, Bowling Green (1) 4YD recycle 1x/week - \$68 per month (2) 6YD trash 5x/week - \$620 per month BG Stadium - 530 W Poe Rd, Bowling Green C (2) 4YD trash on casters, 1x/week - \$144 per m BG Middle School - 1079 Fairview Ave, Bowling (1) 4YD recycle 1x/week - \$68 per month (1) 6YD trash 5x/week - \$310 per month BG Kenwood - 710 Kenwood Ave, Bowling G (1) 4YD recycle 1x/week - \$68 per month (1) 6YD trash 5x/week - \$310 per month BG Conneaut Elementary - 542 Haskins Rd, Bo (1) 4YD recycle 1x/week - \$68 per month (1) 4YD trash 5x/week - \$68 per month BG Crim - 1020 Scott Hamilton Dr, Bowling G (1) 4YD recycle 1x/week - \$68 per month BG Crim - 1020 Scott Hamilton Dr, Bowling G (1) 4YD recycle 1x/week - \$68 per month	iple sites on OH 43402 oH 43402 nonth org Green OH 43402 owling Green O	<u>2</u> 2
BG High School - 530 W Poe Rd, Bowling Gree (1) 4YD recycle 1x/week - \$68 per month (2) 6YD trash 5x/week - \$620 per month BG Stadium - 530 W Poe Rd, Bowling Green (2) 4YD trash on casters, 1x/week - \$144 per m BG Middle School - 1079 Fairview Ave, Bowling (1) 4YD recycle 1x/week - \$68 per month (1) 6YD trash 5x/week - \$310 per month (1) 6YD trash 5x/week - \$310 per month (1) 6YD trash 5x/week - \$68 per month (1) 4YD recycle 1x/week - \$68 per month (1) 4YD recycle 1x/week - \$68 per month (1) 4YD trash 5x/week - \$68 per month (1) 6YD trash 5x/week - \$68 per month (2) 6YD trash 5x/week - \$68 per month (3) 6YD trash 5x/week - \$68 per month (4) 6YD trash 5x/week - \$68 per month (5) 6YD trash 5x/week - \$68 per month (6) 6YD trash 5x/week - \$68 per month (7) 6YD trash 5x/week - \$68 per m	iple sites on OH 43402 oH 43402 nonth org Green OH 43402 owling Green O	<u>2</u> 2
Bowling Green City Schools - multi BG High School - 530 W Poe Rd, Bowling Gree (1) 4YD recycle 1x/week - \$68 per month (2) 6YD trash 5x/week - \$620 per month BG Stadium - 530 W Poe Rd, Bowling Green C (2) 4YD trash on casters, 1x/week - \$144 per m BG Middle School - 1079 Fairview Ave, Bowlin (1) 4YD recycle 1x/week - \$68 per month (1) 6YD trash 5x/week - \$310 per month (1) 4YD recycle 1x/week - \$68 per month (1) 4YD recycle 1x/week - \$68 per month (1) 4YD recycle 1x/week - \$68 per month (1) 4YD trash 5x/week - \$285 per month (1) 6YD trash 5x/week - \$285 per month (1) 6YD trash 5x/week - \$68 per month (2) 6YD trash 5x/week - \$68 per month (3) 6YD trash 5x/week - \$68 per month (4) 6YD trash 1x/week - \$68 per month (5) 6YD trash 1x/week - \$68 per month (6) 6YD trash 1x/week - \$68 per month	iple sites on OH 43402 oh 43402 nonth og Green OH 43402 owling Green O	2 2 102
Bowling Green City Schools - multi BG High School - 530 W Poe Rd, Bowling Gree (1) 4YD recycle 1x/week - \$68 per month (2) 6YD trash 5x/week - \$620 per month BG Stadium - 530 W Poe Rd, Bowling Green C (2) 4YD trash on casters, 1x/week - \$144 per m BG Middle School - 1079 Fairview Ave, Bowlin (1) 4YD recycle 1x/week - \$68 per month (1) 6YD trash 5x/week - \$310 per month (1) 6YD trash 5x/week - \$68 per month (1) 6YD trash 5x/week - \$310 per month (1) 6YD trash 5x/week - \$310 per month (1) 6YD trash 5x/week - \$68 per month (1) 4YD recycle 1x/week - \$68 per month (1) 4YD recycle 1x/week - \$68 per month (1) 4YD trash 5x/week - \$285 per month (1) 6YD trash 5x/week - \$68 per month (2) 4YD recycle 1x/week - \$68 per month (3) 6YD trash 5x/week - \$68 per month (4) 6YD trash 1x/week - \$68 per month	iple sites on OH 43402 oh 43402 nonth og Green OH 43402 owling Green O	2 2 102
BG High School - 530 W Poe Rd, Bowling Gree (1) 4YD recycle 1x/week - \$68 per month (2) 6YD trash 5x/week - \$620 per month BG Stadium - 530 W Poe Rd, Bowling Green C (2) 4YD trash on casters, 1x/week - \$144 per m BG Middle School - 1079 Fairview Ave, Bowling (1) 4YD recycle 1x/week - \$68 per month (1) 6YD trash 5x/week - \$310 per month (1) 4YD recycle 1x/week - \$68 per month (1) 4YD recycle 1x/week - \$68 per month (1) 4YD trash 5x/week - \$285 per month (1) 4YD trash 5x/week - \$285 per month (1) 6YD trash 5x/week - \$68 per month (1) 6YD trash 1x/week - \$68 per month (2) 6YD trash 1x/week - \$68 per month (3) 6YD trash 1x/week - \$68 per month (3) 6YD trash 1x/week - \$68 per month (4) 6YD trash 1x/week - \$68 per month (5) 6YD trash 1x/week - \$68 per month (6) 6YD trash 1x/week - \$68 per month (7) 6YD trash 1X/week - \$6	iple sites on OH 43402 on OH 43402 nonth ong Green OH 43402 owling Green O reen OH 43402 Green OH 43402	2 2 102
Bowling Green City Schools - multi BG High School - 530 W Poe Rd, Bowling Gree (1) 4YD recycle 1x/week - \$68 per month (2) 6YD trash 5x/week - \$620 per month BG Stadium - 530 W Poe Rd, Bowling Green C (2) 4YD trash on casters, 1x/week - \$144 per m BG Middle School - 1079 Fairview Ave, Bowlin (1) 4YD recycle 1x/week - \$68 per month (1) 6YD trash 5x/week - \$310 per month (1) 4YD recycle 1x/week - \$68 per month (1) 4YD recycle 1x/week - \$68 per month (1) 4YD recycle 1x/week - \$68 per month (1) 4YD trash 5x/week - \$285 per month (1) 6YD trash 5x/week - \$285 per month (1) 6YD trash 5x/week - \$68 per month (2) 6YD trash 5x/week - \$68 per month (3) 6YD trash 5x/week - \$68 per month (4) 6YD trash 1x/week - \$68 per month (5) 6YD trash 1x/week - \$68 per month (6) 6YD trash 1x/week - \$68 per month	iple sites on OH 43402 on OH 43402 nonth ong Green OH 43402 owling Green O reen OH 43402 Green OH 43402	2 2 102
BG High School - 530 W Poe Rd, Bowling Gree (1) 4YD recycle 1x/week - \$68 per month (2) 6YD trash 5x/week - \$620 per month BG Stadium - 530 W Poe Rd, Bowling Green C (2) 4YD trash on casters, 1x/week - \$144 per m BG Middle School - 1079 Fairview Ave, Bowling (1) 4YD recycle 1x/week - \$68 per month (1) 6YD trash 5x/week - \$310 per month (1) 4YD recycle 1x/week - \$68 per month (1) 4YD recycle 1x/week - \$68 per month (1) 4YD trash 5x/week - \$285 per month (1) 4YD trash 5x/week - \$285 per month (1) 6YD trash 5x/week - \$68 per month (1) 6YD trash 1x/week - \$68 per month (2) 6YD trash 1x/week - \$68 per month (3) 6YD trash 1x/week - \$68 per month (3) 6YD trash 1x/week - \$68 per month (4) 6YD trash 1x/week - \$68 per month (5) 6YD trash 1x/week - \$68 per month (6) 6YD trash 1x/week - \$68 per month (7) 6YD trash 1X/week - \$6	iple sites on OH 43402 on OH 43402 nonth ong Green OH 43402 owling Green O reen OH 43402 Green OH 43402	2 2 102

Bowling Green City Schools Board of Education

Regular Meeting

Held Performing Arts Center February 20, 20, 24

Approval of a Request for Student Trips

Approval of a student trip request for Model UN students to attend The Ohio State University Model UN Conference on March 8, 2024 through March 10, 2024 in Columbus, Ohio.

Advisor: Mary Kern

Costs will be paid via a combination of fundraisers and student borne payments.

Drama Club Students to attend the State Thespian Conference in Sylvania, Ohio on March 22, 2024 through March 24, 2024.

Advisor: Jo Beth Gonzalez

Costs will be paid via a combination of fundraisers and student borne payments, with various scholarships available.

Acknowledgement of DECA students (a Penta Career Center program at BGHS) to attend the Ohio DECA Career Development Conference/competition in Columbus, Ohio on March 7, 2024 through March 9, 2024.

Advisor: Cara Maxey

Costs will be paid by Penta (hotel & transportation), club account (one meal), and student (registration).

Approval of a student trip request for BGHS Baseball Team to attend a tournament in Myrtle Beach, South Carolina from March 27, 2024 through March 30, 2024 (BGCS Spring Break). Coach: Fred Riggs

Costs will be paid by fund raisers.

Approve the 2024-2025 and 2025-2026 Student/Teacher School Calendars.

BOWLING GREEN CITY SCHOOLS Student / Teacher Calendar 2024-2025

Exhibit 7

August 12 & 13	New Teacher Orientation
August 16	Staff Professional Development Day (#1)
5	All BGCS Staff Opening Meeting/Buildings Meetings 8:15 am- BG PAC
August 19	Staff Work Day (#2)
August 19	Open Houses for All School Buildings
August 20	Opening Day of School for Students Grades 1-9
August 20 & 21	Individual Kindergarten & Preschool Student Meetings- exact date and time to be communicated
	with parent
August 21	All students grades 1-12
August 22 & 23	Kindergarten Slow Start-schedule provided at Individual Kindergarten Student Meetings
August 26	All Preschool Students & Kindergarten Students attend
September 2	Labor Day – SCHOOLS CLOSED
September 20	Staff Professional Development Day (#3) NO STUDENTS
October 17	First Quarter Ends (45 Days: 41 Student, 4 Staff Professional Days)
October 18	Staff ½ Professional Development Day & ½ Work Day (#4) NO STUDENTS
October 21	Second Quarter Begins
October 24	Preschool/Elementary/MS/HS Evening Conferences (4:00 pm - 7:30 pm)
October 25	Preschool/Elementary/MS/HS Morning Conferences (8:15 am – 12noon)
	NO CLASSES/PK-12 STUDENTS
October 31	Preschool/Elementary Evening Conferences (4:00 pm - 7:30 pm)
November 1	Preschool/Elementary Morning Conferences (8:15 am - 12noon)-NO CLASSES/PK-5 STUDENTS

November 27 NO CLASSES/PK-12 STUDENTS/TEACHERS
November 28-29 Thanksgiving Break – SCHOOLS CLOSED

December 2 Classes Reconvene

December 20 Last Day of Classes before Winter Break

December 20 Second Quarter Ends
December 23-January 3 Winter Break – SCHOOLS CLOSED

(Elementary: 43 Days: 40 Student, 2 Conference, 1 Staff Professional Day)
(Secondary: 43 Days: 41 Student, 1 Conference, 1 Staff Professional Day)

January 6 Staff Work Day (#5) NO STUDENTS

January 7 Classes Reconvene/Third Quarter Begins
January 20 Martin Luther King Day – SCHOOLS CLOSED
February 17 President's Day – SCHOOLS CLOSED

March 13 Third Quarter Ends (47 Days: 46 Student, 1 Staff Professional Day)
March 14 Staff ½ Professional Development Day & ½ Work Day (#6) NO STUDENTS

March 17 Fourth Quarter Begins
March 31-April 4 Spring Break – SCHOOLS CLOSED

20 Held April 7 Classes Reconvene Holiday Break - SCHOOLS CLOSED April 18 May 25 Senior Class Graduation 2:00 pm May 26 Memorial Day - SCHOOLS CLOSED May 30 Last Day of Classes for PK-11 Students May 30 Fourth Quarter Ends (49 Days: 48 Student, 1 Staff Professional Days) NO STUDENTS June 2 Staff Work Day (#7) Save June 3-June 9 First Make-Up Day to be Scheduled as needed (Staff Work Day will Immediately Follow the Last Day of Student Attendance) TOTAL DAYS=184 (Elementary-175 Student, 7 Staff Professional Days & 2 Conference Days) TOTAL DAYS=184 (Secondary- 176 Student, 7 Staff Professional Days & 1 Conference Day) **BOWLING GREEN CITY SCHOOLS** Student / Teacher Calendar 2025-2026 August 12 & 13 New Teacher Orientation August 18 Staff Professional Development Day (#1) All BGCS Staff Opening Meeting/Buildings Meetings 8:15 am- BG PAC Staff Work Day (#2) August 19 August 19 Open Houses for All School Buildings August 20 Opening Day of School for Students Grades 1-9 August 20 & 21 Individual Kindergarten & Preschool Student Meetings- exact date and time to be communicated with parent August 22 All students grades 1-12 August 22 & 25 Kindergarten Slow Start-schedule provided at Individual Kindergarten Student Meetings August 26 All Preschool Students & Kindergarten Students attend September 1 Labor Day - SCHOOLS CLOSED October 16 First Quarter Ends (44 Days: 41 Student, 3 Staff Professional Days) October 17 Staff ½ Professional Development Day & ½ Work Day (#3) NO STUDENTS October 20 Second Quarter Begins Preschool/Elementary/MS/HS Evening Conferences (4:00 pm - 7:30 pm) October 23 October 24 Preschool/Elementary/MS/HS Morning Conferences (8:15 am - 12noon) NO CLASSES/PK-12 STUDENTS October 30 Preschool/Elementary Evening Conferences (4:00 pm - 7:30 pm) Preschool/Elementary Morning Conferences (8:15 am - 12noon)-NO CLASSES/PK-5 STUDENTS October 31 November 26 NO CLASSES/PK-12 STUDENTS/TEACHERS November 27-28 Thanksgiving Break — SCHOOLS CLOSED December 1 Classes Reconvene December 19 Last Day of Classes before Winter Break Second Quarter Ends December 19 December 22-January 3 Winter Break - SCHOOLS CLOSED (Elementary: 43 Days: 40 Student, 2 Conference, 1 Staff Professional Day) (Secondary: 43 Days: 41 Student, 1 Conference, 1 Staff Professional Day) Staff Work Day (#4) NO STUDENTS January 5 January 6 Classes Reconvene/Third Quarter Begins Martin Luther King Day - SCHOOLS CLOSED January 30 Staff Professional Development Day (#5) TENTATIVE DATE- could be moved NO STUDENTS President's Day - SCHOOLS CLOSED February 16 (52 Days: 50 Student, 2 Staff Professional Day) March 19 Third Quarter Ends March 20 Staff ½ Professional Development Day & ½ Work Day (#6) NO STUDENTS March 23 Fourth Quarter Begins Spring Break - SCHOOLS CLOSED March 30-April 3 April 6 Classes Reconvene Senior Class Graduation 2:00 pm May 24 May 25 Memorial Day - SCHOOLS CLOSED Last Day of Classes for PK-11 Students May 29 (45 Days: 44 Student, 1 Staff Professional Days) May 29 Fourth Quarter Ends. Staff Work Day (#7) NO STUDENTS First Make-Up Day to be Scheduled as needed (Staff Work Day will Immediately Follow the Last Save June 2-June 8 Day of Student Attendance) TOTAL DAYS=184 (Elementary-175 Student, 7 Staff Professional Days & 2 Conference Days) TOTAL DAYS=184 (Secondary- 176 Student, 7 Staff Professional Days & 1 Conference Day)

Roll Call:

Ayes:

Geer, Thompson, Gonyer, Myers, Hovest

Nays:

None

Motion passed

Minutes of

Bowling Green City Schools Board of Education

Regular Meeting

Held Perfo	orming Arts Center	February 20, 20 24
Resolution Dispens		ver to approve the following resolution. s Due to Conditions of Urgent Necessity
at six o'cloc	k p.m. on the 20 th day of February	g Green City School District, met in regular session 7, 2024. The meeting was held in Performing Arts 3402, with the following members present:
	4	
	moved the adop	tion of the following resolution:
BOV	VLING GREEN CITY SCHOO	L DISTRICT BOARD OF EDUCATION
		TION NO
	CONDITIONS OF URGENT	STATUTORY BIDDING PROCEDURES NECESSITY RELATED TO THE BOARD'S RELOCATION PROJECT
"Board") is j		of the Bowling Green City School District (the struction project consisting of partially demolishing igh school; and
		d an architect to develop, plans, specifications, and design services necessary for the Project; and
	EREAS, in order to make way for cated (the "Relocation"); and	the site of the work for the Project, the practice field
Relocation : completed in	in order not to impact the Proje a time for safe operation, the Boar ary for the Relocation in order to a	ised that an urgency exists with respect to the ct phasing and in order for the Relocation to be d must act immediately to get under contract for the avoid undue delays to the Project and the operations
Ohio Revise of the Board	d Code section 3313.46 will undu	cedures for the advertisement of bids prescribed by ly delay the work and threaten the normal operations re of students, staff, and visitors as well as cause the
BE I	T HEREBY RESOLVED AS F	OLLOWS:
Section 1.		e section 3313.46, it is found and determined that I need for entering into contracts for the necessary
Section 2.	contained in Ohio Revised Cod the normal operations of the Bo staff, and visitors, will negative	nined that compliance with the bidding procedure e section 3313.46 would delay the work and threaten bard and the health, safety, and welfare of students, rely impact the phasing and schedule of the larger oard to incur additional costs based on such delays

Held	la .				20	<u> </u>	
	Section 3.	enter into con executed by th	tracts for the ne President and	work as may b	rd's counsel, is hereb e necessary. Said con n all conditions preced ard's counsel.	ntracts m	ay be
	Section 4.	adoption of the all deliberation action, were ta	is Resolution was of this Board ken in meetings	vere taken in an I and its commit s open to the pub	at all formal actions open meeting of this tees, if any, which re- lic, in full compliance of the Ohio Revised (Board; an sulted in f with appl	d that ormal
	Section 5.	adoption and	shall supersede		ffect from and immention or act of this Boolution.	100	1
		he above resolut	tion be adopted		vote was as follows:	seconde	d the
	Yeas		adoption of th	e resoration, the	1000 1100 00 10110 1101		
	Nays						
	-	· PTED this 20 th	day of Februar	v. 2024.			
	122 0				Cathy Schuller, Treas	surer	
			<u>CE</u>	RTIFICATE			
	adopted at a:	meeting held on	the 20 th day of	February, 2024,	s a true and correct co together with a true a to consideration and	ınd correc	t extract
					Cathy Schuller, Tre	asurer	
	Roll Call:	Ayes: Nays:	Thompson, Go None	nyer, Geer, Myers, Motion carried.			

Held

Performing Arts Center

February 20, 20, 24

<u>11695</u> It was moved by Geer seconded by Gonyer to Approve the following agreement: <u>Approve the agreement to provide professional services for relocating the practice athletic field.</u>



Standard Abbreviated Form of Agreement Between Owner and Architect

AGREEMENT made as of the Ninth day of February in the year Two Thousand Twenty-Four

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

Bowling Green City School District 137 Clough Street Bowling Green, OH 43402

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

DLR Group inc., an Ohio corporation 250 West Street, Suite 150 Columbus, OH 43215

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

Bowling Green City Schools Practice Field Relocation Bowling Green, Ohio

The Owner and Architect agree as follows.

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 SUPPLEMENTAL AND ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth below:
(State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants,
Owner's budget for the Cost of the Work, and other information relevant to the Project.)

Provide professional services for relocating practice field. See attached Exhibit A - Proposal Letter dated January 23, 2024.

The cost of the work is estimated to be \$975,000,00.

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.

Meeting Minutes of

20 Held

- § 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, 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. The parties will use AIA Document C106, Digital Data Licensing Agreement Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.
- § 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document C106, Digital Data Licensing Agreement Exhibit shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

AIA Document B104 — 2017. Copyright © 1974, 1970, 1987, 1997, 2007 and 2017. All rights reserved. The American Institute of Architects, "fAmerican Institute of Architects," The AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 14: 16:01 ET on 02/09/2024 under Order No.3104240175 which expires on 01/11/2025, is not for resule, is licensed for one-time use only and may only be used in accordance with the AIA Contract Documents" Terms of Service. To report copyright violations, e-mail docinfo@eiacontracts.com.

User Notes:

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

- § 2.1 The Architect shall provide the professional services set forth in this Agreement 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.
- § 2.2 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.8;

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement. if any.)

General Liability -1

> Policy limits of not less than one million dollars (\$1,000,000) for each occurrence and two million dollars (\$2,000,000) in the aggregate for bodily injury and property damage.

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) combined single limit 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 stanutorily required automobile coverage.

- Workers' Compensation at statutory limits.
- Professional Liability

Covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than one million dollars (\$1,000,000) per claim and three million dollars (\$3,000,000) in the augregate.

- § 2.3 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 herein, 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
- § 2.4 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella polices 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 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and Exhibit A. Services not set forth in this Article 3 are Supplemental or Additional Services.

Minutes of

Bowling Green City Schools Board of Education

Meeting Regular

Held Performing Arts Center

February 20, 20 24

- § 3.1.1 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 (1) the accuracy and completeness of the services and information furnished by the Owner and (2) the Owner's approvals. The Architect shall provide prompt written notice to the Owner if the Architect hecomes aware of any error, omission, or inconsistency in such services or information.
- § 3.1.2 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. 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.
- § 3.1.3 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 Design Phase Services

- § 3.2.1 The Architect shall review the program and other information famished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.
- § 3.2.2 The Architect shall discuss with the Owner the Owner's scope, schedule, budget for the Cost of the Work, Project site, and alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the Project requirements.
- § 3.2.3 The Architect shall consider the relative value of alternative materials, building systems and equipment, together with other considerations based on program, aesthetics, and any sustainable objectives, in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.
- 3.2.4 Based on the Project requirements, the Architect shall prepare Conceptual Design Documents as described in Exhibit A for the Owner's approval consisting of drawings and other documents appropriate for the Project and the Architect shall prepare and submit to the Owner an estimate of the Cost of the Work prepared in accordance with
- § 3.2.5 The Architect shall submit the Conceptual Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Construction Documents Phase Services

- § 3.3.1 Based on the Owner's approval of the Conceptual Design Documents, the Architect shall prepare for the Owner's approval Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Pruduct Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.4.4.
- § 3.3.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.
- § 3.3.3 The Architect shall submit the Construction Documents to the Owner, update the estimate for the Cost of the Work and advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

(Paragraph deleted)

§ 3.4 Construction Phase Services § 3.4.1 General

3.4.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A10474-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor modify AIA Document A104-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

AIA Document B104 – 2017 Copyright © 1974, 1978, 1987, 1997, 2007 and 2017. AI highes reserved. "The American Institute of Architects." "American Institute of Architects." "All 1999, and "AIA Contract Documents" are Inademarks of The American Institute of Architects, This observant was produced at 14:16:04 ET on 02:09:0024 under Order No.3:04240175 which express on 01/11/2025, is not far resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents" Terms of Service. To report copyright violations, e-mail decinlo@siacontexts.com.

User Notes:

- § 3.4.1.2 The Architect shall advise and consult with the Owner during the Construction Phuse Services. The Architect shall have authority to act on hehalf 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
- § 3.4.1.3 Subject to Section 4.2, 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.

§ 3.4.2 Evaluations of the Work

portions of the Work.

§ 3.4.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.2, to become generally familiar with 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 besis 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.

20 Held

> 6 3.4.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and has the authority to require inspection or testing of the Work.

- § 3.4.2.3 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
- § 3.4.2.4 When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith.
- § 3.4.2.5 The Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents

§ 3.4.3 Certificates for Payment to Contractor

- § 3.4.3.1 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 3.4.2 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.
- § 3.4.3.2 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 of 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 Contractor.

§ 3.4.4 Submittals

§ 3.4.4.1 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

AIA Document B104 — 2017, Copyright © 1974, 1978, 1967, 1987, 2007 and 2017. All rights reserved. The American Institute of Architects," American Institute of Architects, "American Institute of Architects," Ins. Apr. 1987, 2007 and 2017. All rights reserved. The American Institute of Architects, This occurrent was produced at 14.15:31 ET on 02/19/2024 under Order No.3/10/4240175 which expires on 01/11/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents" Terms of Service. To report copyright violations, e-mail decinfo@secontracts.com.

User Notes:

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 any construction means, methods, techniques, sequences or

- § 3.4.4.2 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 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
- § 3.4.4.3 The Architect shall review and respond to written requests for information about the Contract Documents. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness.

§ 3.4.5 Changes in the Work

The Architect may 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 4.2.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.4.6 Project Completion

The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; 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 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.

SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.3 Supplemental Services are not included in Basic Services but may be required for the Project. The Architect shall provide the Supplemental Services indicated below, and the Owner shall compensate the Architect as provided in Section 11.2. Supplemental Services may include programming, site evaluation and planning, environmental studies, civil engineering, landscape design, telecommunications/data, security, measured drawings of existing conditions, coordination of separate contractors or independent consultants, detailed cost estimates, on-site project representation beyond requirements of Section 4.7.2, value analysis, interior architectural design, tenant related services, preparation of record drawings, commissioning, sustainable project services, and any other services not otherwise included in this Agreement. (Paragraph deleted)

Any Supplemental Services requested by the Owner will be documented in advance and in writing by Amendment to this Agreement.

Minutes of

Bowling Green City Schools Board of Education

Regular Meeting

Held Performing Arts Center

February 20, 20 24

§ 4.2 The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Upon recognizing the need to perform Additional Services, the Architect shall notify the Owner. The Architect shall not provide the Additional Services until the Architect receives the Owner's written authorization. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3.

§ 4.2.1 The Architect shall provide services necessitated by a change in the Initial Information, changes in 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 as an Additional Service.

AIA Document B104 — 2017, Copyright © 1974, 1970, 1967, 1997, 2007 and 2017. All rights reserved ("The American Institute of Architects," "American Institute of Architects," "Ale AIA Logo, and "AIA Contract Documents" are Institute of The American Institute of Architects, "Risk document was produced at 14r16:01 ET on 02/09/2024 under Order No.3104240176 which express on 01/11/2025, is not for resals, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents" Terms of Service. To report copyright violations, e-mail decinfo@siacontracts.com.

User Notes:

16.

- § 4.2.2 The Architect has included in Busic Services four (4) visits to the site by the Architect during construction. The Architect shall conduct site visits in excess of that amount as an Additional Service.
- § 4.2.3 The Architect shall, as an Additional Service, provide services made necessary by a Contractor's proposed change in the Work. The Architect shall prepare revisions to the Architect's Instruments of Service necessitated by Change Orders and Construction Change Directives as an Additional Service.
- § 4.2.4 If the services covered by this Agreement have not been completed within eighteen (18) 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.

ARTICLE 5 OWNER'S RESPONSIBILITIES

- § 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, including (1) the budget for the Cost of the Workers defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. 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. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.
- § 5.3 If available, the Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project; a written legal description of the site; and services of geotechnical engineers or other consultants, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project.
- § 5.41 applicable, 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 require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.
- § 5.5 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.
- § 5.6 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.
- § 5.7 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 of inconsistencies in the Architect's Instruments of Service.
- § 5.8 The Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents.
- § 5.9 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.
- § 5.10 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.

AIA Document B104 – 2017, Copyright © 1974, 1979, 1987, 1997, 2007 and 2017, All rights reserved. The American Institute of Architects, ""American Institute of Architects, ""AIA." The AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects, This document was produced at 14 16/01 ETion 02/19/2022 under Order No.310A24017b which express on 01/19/2025, is not for resale, its licensed for one-time use only, and may only be used in secondance with the AIA Contract Documents" Terms of Service. To report copyright violations, e-mail doctino@aiocontracts.com.

User Notes: (7/19/21/2743)

Meeting Minutes of

20 Held

> 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, as a Supplemental Service.
- § 64 lf, through no fault of the Architect, construction procurement activities have 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.
- § 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, and the Owner shall cooperate with the Architect in making such adjustments.
- § 6.6 If the Owner's current 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 shall
 - give written approval of an increase in the budget for the Cost of the Work;
 - authorize rehidding or renegotiasing of the Project within a reasonable time; .2
 - terminate in accordance with Section 9.5:
 - in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
 - implement any other mutually acceptable alternative. .5
- § 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 lide 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 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

AIA Document B104 — 2017. Copyright © 1974, 1978, 1967, 1997, 2007 and 2017. All rights reserved. The American Institute of Architects, "AMA" the AIA Logo, and "AIA Contract Documents" are trademarks of the American Institute of Architects. This document was produced at \$4;15;01 ET on 02/09/2024 under Order No.3104240475 which expires on 01/11/2025, is not for resalt, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents." Terms of Service. To report copyright violations, e-mail docinfo@stacontracts.com.

(793212743)

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.

- § 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 when 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 grunted 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 hamiless 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 ensis 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.

Minutes of

Bowling Green City Schools Board of Education

Regular Meeting

Held ______Performing Arts Center_

February 20, 202, 24

§ 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

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

ARTICLE 8 CLAMS 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 wrive 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 A104–2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. 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 9.6.
- § 8.1.4 Disputed Supplemental or Additional Services. To the extent that the Owner authorizes the Architect to proceed with Supplemental or Additional Services, but in that authorization disputes the characterization of these services as supplemental or additional, the compensation adjustment and/or the schedule adjustment, the Owner shall pay the undisputed portions of the compensation adjustment requested by the Architect and 50% of the disputed compensation adjustment requested, with Owner and Architect reserving their rights to resolve the differences pursuant to the dispute resolution procedures of this Agreement.

AIA Document B104—2017, Capyright © 1974, 1970, 1967, 1997, 2007 and 2017. AI rights reserved, "The American Institute of Architects," "American Institute of Architects," "AIA." The AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 14:15:01 ET on 02/08/2022 under Order No.3104240175 which expires on 01/11/2025, is not for resale, is licensed for one-time use only, and may only be used in secondance with the AIA Contract Documents" Terms of Service. To report oppyright violations, e-mail decinlogs/abcontracts.com.

User Nobes:

(793212743)

§ 8.1.5 Direct Negotiation. Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to a written request to seek to resolve such through direct negotiation at a meeting of the senior management of the Owner and the Architect as a condition precedent to mediation. The parties shall endeavor to schedule a meeting within two weeks of such request.

§ 8.2 Mediation

- § 8.2.1 Any claim. dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.
- § 8.2.2 Mediation, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. 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.
- § 8.2.3 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 [XX] 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

- § 8.2.4 Waiver of Jury Trial. The Owner and Architect each waive any right to trial by jury for any claims or causes of action against the other and arising out of or related to this Agreement.
- § 8.2.5 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 ay court having jurisdiction thereof.

20 Held

§ 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 the Agreement.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filling 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.

AIA Document B104 — 2017. Copyright © 1974, 1970, 1967, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "AIA." the AIA Logo, and "AIA Contract Documents" are (rademarks of The American Institute of Architects, This document was produced at 14:16:04

ET on 02:09:2024 under Order No.3404240475 which expires on 01/11/2025, is not for resale, is licensed for one-time use only, and may only be used in scooldance with the AIA Contract Documents* Terms of Service. To report popyright violations, e-mail docinfo@siscontracts.com.

- § 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.

6 8.3.4 Consolidation or Joinder

- § 8.3.4.1 Fither 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 joinedr. 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 uption, 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.
- § 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
- § 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 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, Reimbursable Expenses incurred, and all costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

Minutes of

Bowling Green City Schools Board of Education

Regular Meeting

Held Performing Arts Center February 20, 20 24

§ 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 farth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

Not applicable.

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

As mutually agreed upon by the parties.

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

ARTICLE 10 MISCELLANEOUS PROVISIONS

- § 10.1 This Agreement shall be governed by the law of the place where the Project is located excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.
- § 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A104–2017, Standard Abbreviated Form of Agreement Between Owner and Contractor.
- § 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 or consents, the proposed language of such certificates or consents shall be submitted to the Architect for review at least 14 days prior to the requested dates of 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 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.
- § 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. However, the Architect's materials shall not include information the Owner has identified in writing as confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. 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 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.

AIA Document B104 — 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. The American Institute of Architects, "American Institute of Architects," "All Logo, and "AIA Contract Documents" and trademarks of The American Institute of Architects. This document was produced at 14: 16:01 ET on 02/09/2024 under Order No.3404240175 which expires on 01/11/2025, is not for resolution for an e-time use only, and may only be used in accordance with the AIA Contract Documents" Terms of Service. To report copyright violations, e-mail docinfo@psiacontracts.com.

User Notes:

(793212743)

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

(Paragraphs deleted)Lump sum fee of Fifty-Three Thousand Three Dollars (\$53,003)

§ 11.2 For Supplemental Services identified in Section 4.1, the Owner shall compensate the Architect as follows:
(Paragraph deleted)

As mutually agreed upon by the parties and as documented by Amendment to this Agreement.

§ 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:

Estimated total reimbursable expenses of Two Thousand Dollars (\$2,000).

Meeting Minutes of

20 Held

> § 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 ten percent (10%), or as follows: As agreed upon by the Owner and Architect.

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

Conceptual Design Phase Construction Documents	ten sixty-five	percent (percent (10 65	4.0)
Phase Construction Phase	twenty-five	percent (25	0)
Total Basic Compensation	age hundred	percent (100	(n)

- § 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, if any, are set forth-below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

See attached Exhibit A.

(Table deleted)

§ 11.8 Compensation for Reimbursable Expenses

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

Transportation and authorized out-of-town travel and subsistence;

Long distance services, dedicated data and communication services, teleconferences. Project web-sites.

AIA Document B104 — 2017. Copyright © 1974, 1970, 1967, 1997, 2007 and 2017. All rights reserved. The American Institute of Architects, "American Institute of Architects," Intel AIA 1.090, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This observed was produced at 14.16.01 ET on 02/09/2024 under Order No.3104240375 which expres on 01/11/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents" Terms of Service. To report popyright violations, e-mail decinfo@siscontracts.com.

User Notes:

- Permitting and other fees required by authorities having jurisdiction over the Project;
- Printing, reproductions, plots, and standard form documents:
- Postage, handling, and delivery:
- Expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;
- Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project:
- Expense of professional limbility insurance dedicated exclusively to this Project on the expense of additional insurance coverage or limits requested by the Owner in excess of that normally maintained by the Architect and the Architect's consultants;
- All taxes levied on professional services and on reimbursable expenses;
- Site office expenses; and
- Other similar Project-related expenditures.

§ 11.8.2 For Reimbursuble Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants

§ 11.9 Payments to the Architect

§ 11.9.1 Inilial Payment

An initial payment of zero (\$ 0.00) 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.

§ 11.9.2 Progress Payments

§ 11.9.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable apon presentation of the Architect's invoice. Amounts unpaid forty live (45) 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.

One percent (1%) per month

§ 11.9.2.2 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.

§ 11.9.2.3 Records of Reimbursable Expenses, expenses pertaining to 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:

Minutes of

Bowling Green City Schools Board of Education

Regular Meeting

dP	erforming Arts Center		February 20	_20_	24
supersedes all amended only	SCOPE OF THE AGREEMENT greement represents the entire and integrated a prior negotiations, representations or agreeme by written instrument signed by both the Owngreement is comprised of the following document AIA Document B104TM-2017, Standard Abb	nts, either written or oral. This Agre ner and Architect. nents identified below:	ement may be		
.2 .3	Architect AIA Document C106, Digital Data Licensing Exhibits:	_			
AIA Document B10 Architects," "AIA." ET on 02/09/2024 accordance with the	Ieleted)Exhibit A — Proposal Letter dated Janu 24 – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2 the AIA Logo, and "AIA Contract Documents" ere tradement under Order No. 1142 2017 5 which expires on 01/1/1/2025, № AIA Contract Documents" Terms of Service. To report co	017. All rights reserved. "The American Institute is of The American Institute of Architects. This is not for resale, is licensed for one-line use or	document was produced nly, and may only be use	at 14:16:1	_ of ¹¹ 14
User Notes:	ent entered into assof the day and year first wri			212743)	
Z1111811 101g		Paul Lawton, AIA, ALEP, Vice Po DLR Group inc., an Ohio corporal			

EXHIBIT A to AlA Agreement B104

(Printed name, title, and license number, if required)

IIIDLRGROUP

DLR Group Inc. en Ohio corporation

(Printed name and title)

250 West Street, Suite 150 Columbus, OH 43215

January 23, 2024

Dr. Ted Haselman, Superintendent Bowling Green City School District 137 Clough Street Bowling Green, OH 43402

Re: Project Name: Bowling Green City Schools - Practice Field Relocation

DLR Group Project No.: ZZ-25241-13

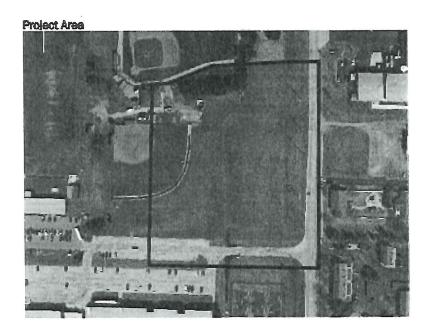
Dear Ted:

DLR Group is pleased to submit this proposal for professional services for Bowling Green City Schools Practice Field Relocation.

Project Understanding

The current location of the practice field is where the future parking lot and geothermal well-field for the new high school project is planned. An area on the current middle/high school campus located east of the softball field has been identified by the district for the location of the new practice field.

Held 20



ELEVATE M HUMAN EXPERIENCE THROUGH DESIGN

Dr. Ted Haselman, Superintendent January 23, 2024 Page 2

Scope of Work

The new field will provide the same or better attributes of the existing field. Attributes noted: The new field will be natural turf grown from seed, proper tiling and drainage to be engineered, irrigation and fencing to be included, goals with proper height netting behind, and a new scoreboard. The field does not need to be a regulation field for competition, no bleachers or lighting are needed, no audio-visual or public announcement systems are needed, and no security systems are needed.

DLR Group will provide documents for permits, bid, and construction. These will include civil, landscape, irrigation, electrical and low-voltage drawings and specifications. To complete the work described, a topographical survey will be provided, and construction contract administration services will be provided.

Topographic Survey

The following services will be performed, and instruments of service delivered. The area to be surveyed is shown in Project Area above. The blue outline represents approximately 6 acres.

- Establish horizontal and vertical site control. Horizontal control will be based on Ohio State Plane
 Coordinates, North Zone (NAD'83). Vertical control will be based on NAVD'88. A minimum of 3 vertical
 benchmark(s) will be established on or near the site.
- Locate and identify visible physical features (buildings, roads, drives, walks, walls, fences, signs, etc.)
 within the project limits. Isolated trees (6" and larger) and the perimeter outline of wooded areas will also be located.
- Determine spot elevations of critical features (finish floor levels at door openings, curbs, walks, tops, toes, swales, etc.) and at sufficient intervals throughout the site to develop 1-foot contours.
- Coordinate with Ohio811 to request physical markings and record data. Please note that 811 utility
 locate requests, relative to mapping and design purposes, may be ignored or result in an
 incomplete response by the public utility location service. Locate field utility markings and visible
 field evidence (manholes, valves, etc.) of underground utilities.
- Delineate underground utility locations based on a combination of assembled record documents, physical markings, and visible field evidence. We make no warranty or guarantee that all underground utilities will be detected, nor do we warranty or guarantee the precise location, size or depth of any underground utility. At the client's request, and for an additional fee to be determined, we may contract with a private underground locating service and coordinate an enhanced level of Subsurface Utility Engineering (SUE) which may include electromagnetic, geophysical, or other forms of underground utility detection. Regardless of the method or equipment used to locate underground features, the risk of non-identification or mis-location of buried utilities can only be reduced and not eliminated.
- Generate a base map, depicting the above items at an appropriate scale, in AutoCAD format. The base map will be provided in DWG and PDF format. Signed and sealed hard copies can also be provided if required.

Held

Performing Arts Center

February 20, 202 24

Conceptual Design

The following services will be performed, and instruments of service delivered:

- Site Plan showing location of new field, fencing, and scoreboard.
- Description of fencing type, height, and gate locations to be included.
- Description of grass type
- Site Plan showing location of electrical and data wiring to scoreboard
- Diagram of irrigation layout and connection locations
- Obtain Owner approval of solution before proceeding to Construction Documents.

Dr. Ted Haselman, Superintendent January 23, 2024 Page 3

Construction Documents

Upon approval of the conceptual design, construction documents will be prepared in accordance with typical jurisdictional requirements. Site elements will be coordinated with the owner. Construction drawings shall include the following items as necessary:

Demolition Plan – Provide detailed demolition plans denoting items to be removed, relocated, salvaged and or protected. Indicate limits of demolition.

Location Plan - Site location/layout plan of relocated field:

- Indicate applicable zoning and building setbacks.
- · Dimensions for the location of the improvements.
- Appropriate general notes and details as required.

Utility Plan - Site utility plan showing proposed utility services for the development including:

- Local storm sewer design and layout, including pipe size, slope, elevations, and structure types.
- · Provide appropriate general notes and details as required.
- Prepare routing for water services from the onsite or public utility main through the development. Civil Engineer will coordinate with the utility owner as needed to locate new water service, meter, and backflow. Offsite public infrastructure design not included.

Grading Plan and Erosion Control Plan - Site grading plan including:

- Design of proposed detailed grading including spot elevations.
- Design of temporary and permanent erosion control measures including silt fence and inlet protection.
- Applicable erosion control notes & details.
- · Provide approximate cut and Itil volumes.
- Check onsite storm sewer emergency flood route.
- Assist the owner/contractor with the Ohio EPA Notice of Intent application. The submission of the
 application and associated fee are required to come from the owner or contractor. This application is
 required for sites that are disturbing more than 1-acre of earth.

Stormwater Design Reports:

- Prepare a Stormwater Memo explaining site detention strategy.
- Provide stormwater drainage areas and sewer pipe calculations.
- Submit to local jurisdiction.

Irrigation Plans and Details:

- Provide irrigation design services.
- Provide Irrigation Plan with location and size of mainline piping, point of connection etc.
- Provide Irrigation Details.

Electrical Site Plan and Details:

- Evaluate existing electrical infrastructure to determine the best tie-in for score board power.
- Coordinate with the civil engineer on conduit routing and termination points.
- Design and specify feeders and terminal boxes for score board connections.

Data Site Plan and Details:

- Evaluate existing fiber infrastructure to determine the best tie-in for score board data (if required).
- Coordinate with the civil engineer on conduit routing and termination points.
- Design and specify fiber and terminal boxes for score board connections.

Dr. Ted Haselman, Superintendent January 23, 2024

Page 4

Scoreboard Selection and Details

Coordinate with Client location of new scoreboard.

 Provide basis of design and up to three manufacturers for selection of scoreboard. Engineering drawings and details shall be delegated design.

The construction drawings fee includes:

- An 80% and 100% site plan submittal to the Client.
- Assist with pennit applications associated with site development and stormwater.

Held 20

Bidding

The following services will be performed, and instruments of service delivered.

- Review bid results.
- Scope review of contractor(s)

Permitting

The following services will be performed, and instruments of service delivered.

- Submit documents for permit approvals. Respond to comments as required to obtain approvals.
- Contractors to pull permits.

Construction Administration

Provide Construction Administration services, including:

- Issue addenda as necessary in order to clarify intent.
- Answer and address contractor RFI's.
- Review of contractor's shop drawings and submittals.
- Issue amendments as appropriate.
- Perform up to two (2) site visits during construction, timing to be determined.
- Perform one (1) site walkthrough and punch list at Substantial Completion.
- Contractor meetings two (2) meetings OAC included, additional meetings to be billed hourly.

Estimated Schedule:

Schedule is based on a February 20th Board Meeting approval of fee proposal and contract.

Topographic Survey 3 weeks February 26 – March 15
Conceptual Design 2 weeks March 18 – March 29
Construction Documents 4 weeks April 1 – April 30
Bidding / Permit 4 weeks May 1 – May 29
Construction Contract Administration 3 months June - August

Fee Summary:

Topographic Survey \$7,865
Concept Design \$2,257
Contract Documents and Permitting \$32,499
Bidding and Permitting \$2,257
Construction Contract Administration \$8,125

Estimated Total Lump Sum Fee \$53,003
Estimated Total Reimbursable Expenses \$2,000

Dr. Ted Haselman, Superintendent January 23, 2024 Page 5

Reimbursable Expenses:

Reimbursable expenses are in addition to compensation for the basic services outlined in this proposal and include the normal and reasonable expenses incurred by the Architect and Architects consultants directly related to the project, including: Transportation and out of town travel and subsistence; Printing, reproductions, plots, and standard form documents printed for Owner use; Postage, handling and delivery; Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner. Reimbursable expenses will be itemized and submitted with supporting documentation to the Owner within 60 days after such expense is incurred.

Additional Services

If required or requested by the Owner, additional services will be negotiated before proceeding with the work. Additional services are to be procured at Hourly Rates per the attached rate schedule.

DLR Group Team and Consultants

Dusty Lake DLR Group, K-12 Client Leader, POC Jennifer Davy DLR Group, Project Manager

Megan Cyr The Kleingers Group, Civil Engineer, Landscape, Survey Lead

Kyle Waymeyer CMTA, Electrical Engineering Lead

Additional support staff as needed will be engaged to complete the scope of work as described.

Minutes of

Bowling Green City Schools Board of Education

Regular Meeting

Held	Performing Arts Center

February 20, 20, 24

Notice To Proceed

This scope document serves as the authorization to proceed. We will begin our services following acceptance of this proposal.

By signing below and returning, this signifies acceptance of terms and authorizes DLR Group to proceed with contract preparation. Should you wish to discuss further please contact me.

We look forward to working with Bowling Green City School District on this project and appreciate this opportunity to be of service.

Sincerely.

Dusty Lake, AIA, ALEP K-12 Client Leader DLR Group Dr. Ted Haselman

Superintendent Bowling Green City School District

Encl: DLR Group Hourly Rates

cc: Project e-file, DLR Group team, Cathy Schuller,

DLR Group

Standard Hourly Billing Rates

Title	Client Hourly Billing Rate
Practice Leader	\$265
Project Leader	\$235
Senior Professional	\$205
Professional II	\$175
Professional	\$145
Professional Support	\$115
Technical/Clerical	\$90

Rates will be reviewed and adjusted annually based on the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for that geographic region.

Meeting Minutes of

20 Held



Digital Data Licensing Agreement

AGREEMENT made us of the (In words, indicate day, month, and year.)

day of

BETWEEN the Party transmitting Digital Data ("Transmitting Party"): (Name, address, and contact information, including electronic addresses)

DLR Group inc., an Ohio corporation 250 West Street, Suite 150 Columbus, OH 43215

and the Party receiving the Digital Data ("Receiving Party"): (Name, address, and contact information, including electronic addresses)

for the following Project: (Name and location or address of the Project)

Bowling Green City Schools Practice Field Relocation Bowling Green, Ohio

for the following Digital Data ("Digital Data"): (Identify below, in detail, the information created or stored in digital form that the Parties intend to be subject to this Agreement.)

The Transmitting Party and Receiving Party agree as follows.

TABLE OF ARTICLES

- GENERAL PROVISIONS
- TRANSMISSION OF DIGITAL DATA
- LICENSE CONDITIONS
- LICENSING FEE OR OTHER COMPENSATION

AIA Document C108—2022, Copyright © 2007, 2013, and 2022, AII rights reserved. "The American Institute of Architects," "American Institute of Architects," "American Institute of Architects," "All Logo, and "AIA Contract Documents" are vadernarks of The American Institute of Architects. This document was produced at 14:15:10 ET on 02/09/202 under Order No.3104240175 which expires on 01/11/2028, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents" Terms of Service. To report copyright violations, e-mail documents accordance with the AIA Contract Documents." Terms of Service. To report copyright violations, e-mail documents according to the AIA Contract Documents." Terms of Service.

ARTICLE 1 GENERAL PROVISIONS

- § 1.1 The purpose of this Agreement is to grant a license from the Transmitting Party to the Receiving Party for the Receiving Party's use of Digital Data and to set forth the license terms.
- § 1.2 This Agreement is the entire and integrated agreement between the Parties. Except as specifically set forth herein, this Agreement does not create any other contractual relationship between the Parties.
- § 13 Confidential Digital Data is Digital Data containing confidential or business proprietary information that the Transmitting Party designates as "confidential."

ARTICLE 2 TRANSMISSION OF DIGITAL DATA

- § 2.1 The Transmitting Party grants to the Receiving Party a nonexclusive limited license to use the Digital Data solely and exclusively for the uses, and in accordance with the terms, set forth in Article 3.
- § 2.2 Only the Receiving Party is permitted to access and use the Digital Data. Unlicensed and unauthorized access or use by third parties is strictly prohibited except as set forth in Section 2.4.1.

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 slandard form text is available from the author and should be reviewed. 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 at attorney is encouraged with respect to its completion or modification.

Minutes of

owling Green City Schools Board of Education

Regular Meeting

24

Bowling Green City Schools Board of Education	Reg
Held Performing Arts Center February 2	<u>.0,</u> 20
§ 2.3 The transmission of Digital Data constitutes a warranty by the Transmitting Party to the Receiving Party that if Transmitting Party is the copyright owner of the Digital Data or otherwise has permission to transmit the Digital Data to the Receiving Party for its use on the Project in accordance with the terms and conditions of this Agreement.	ie.
§ 2.4 Where the Transmitting Party has designated information furnished pursuant to this Agreement as "confidential," the Receiving Party shall keep the information confidential and shall not disclose it to any other person or entity except as set forth in Section 2.4.1.	ırı
§ 2.4.1 The Receiving Party may disclose Confidential Digital Data after seven (7) days' notice to the Transmitting Party where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by court or governmental entity, or by court or arbitrator(s) order. The Receiving Party may also disclose Confidential Digital Data to its employees, consultants, sureties, subcontractors and their employees, sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.	a
§ 2.5 By transmitting Digital Data, the Transmitting Party does not convey any-ownership right in the Digital Data in the software used to generate the Digital Data. Unless otherwise granted in a separate license, the Receiving Party right to use, modify, or further transmit Digital Data is specifically limited to those uses, and in accordance with the terms, set forth in Article 3, and nothing contained in this Agreement conveys any other right to use the Digital Data.	is.
§ 2.6 To the fullest extent permitted by law, the Receiving Party shall indemnify and defend the Transmitting Party from and against all claims arising from or related to the Receiving Party's modification to, or unlicensed use of, the Digital Data.	
§ 2.7 Transmission of the Digital Data does not abridge or extinguish the Transmitting Party's rights, including, to the extent applicable, exclusive ownership interest, in such information under all applicable state, federal, and international laws including, without limitation, laws governing the protection of cupyrights and intellectual property.	
§ 2.8 The provisions of this Article 2 shall survive the termination of this Agreement.	
ARTICLE 3 LICENSE CONDITIONS § 3.1 The Receiving Party may use and rely upon the Digital Data to the extent set forth in this Article 3. (Choose only one option below.)	
[X] § 3.1.1 The Digital Data is transmitted sofely for the Receiving Party's information. Receiving Party acknowledges that any use of the Digital Data shall be at Receiving Party's sole risk. The Receiving Party accepts the Digital Data "as is" without any warranty or representations from the Transmitting Party as to whether the Digital Data is accurate, complete, or fit for use as intended by the Receiving Party. The Receiving Party is solely responsible for verifying whether the Digital Data is accurate, complete, or fit for the Receiving Party's intended use.	;
AIA Document C108 – 2022, Copyright © 2007, 2013, and 2022, AI rights reserved. "The American Institute of Architects," "American Institute of Architects, "American Institute of Architects, This document was produced at 14:15:10 ET or under Order No.3104240175 which expires on 01:1112025, is not for resale, as Idensed for one-time use only, and may only be used in accordance victorian Documents* Terms of Service. To report capyright violations, e-mail doctrion@alexantracts.com. User Notes:	02/09/202
[] § 3.1.2 Other: (Identify terms, permitted uses, or other conditions related to the Digital Data.)	
§ 3.2 If no specific terms or uses are selected or set forth in Section 3.1, then the Receiving Party may use the Dig Data at its sole risk pursuant to the terms and conditions set forth in Section 3.1.1.	çitəd
ARTICLE 4 LICENSING FEE OR OTHER COMPENSATION The Receiving Party agrees to pay the Transmitting Party the following fee or other compensation for the Receiv Party's use of the Digital Data: (State the fee, in dollars, or other method by which the Receiving Party will compensate the Transmitting Party for Receiving Party's use of the Digital Data.)	
This Agreement is entered into as of the day and year first written above and terminates one year from said date, exas set forth below. (Indicate when this Agreement will terminate, if other than one year from the date it was entered into, and other conditions related to termination.)	ecpŧ
II	

TRANSMITTING PARTY (Signature)

Dusty Lake
(Printed name and title)

RECEIVING PARTY (Signature)

(Printed name and title)

Roll Call:

Ayes:

Geer, Gonyer, Myers, Thompson, Hovest

Nays:

None Motion carried.

Held			
	1696 It was moved by Myers, seconded by Geer to approve the following resolution. pproval of a Resolution Authorizing the Solicitation of Statements of Qualification for Construction kisk Services Related to the Board's New Building Project.	ı Manageme	ent At-
	The Board of Education of the Bowling Green City School District, met in regulat six o'clock p.m. on the 20th day of February, 2024. The meeting was held in Perfon Center, 540 W Poe Rd, Bowling Green, OH 43402, with the following members present	ming Arts	
	moved the adoption of the following resolution	:	
8	BOWLING GREEN CITY SCHOOL DISTRICT		
	RESOLUTION NO		
	A RESOLUTION AUTHORIZING THE SOLICITATION OF STATEMENT QUALIFICATION FOR CONSTRUCTION MANAGEMENT AT-RISK SER' RELATED TO THE BOARD'S NEW BUILDING PROJECT	S OF VICES	
	WHEREAS, the Board of Education (hereinafter called the "Board") has deter- need to construct a new High school building and related improvements (herein- Project"); and	mined the after, "the	
	WHEREAS, the Board of Education has engaged an architect for the Project, D. and	LR Group;	
	WHEREAS, the Board has determined that the construction manager-at-ris method is best suited for the needs of the District and the Project; and	k delivery	
	WHEREAS, the Board now desires to commence the selection process in order the necessary construction services for the Project.	r to obtain	
	NOW, THEREFORE, BE IT RESOLVED, by the Board, that after careful coand evaluation of the information before it:	nsideration	
	Section 1. The Board hereby approves the RFQ and Advertisement in substantiall form as that which is on file with the Board of Education. Said advertise be placed in a newspaper of general circulation one time within the terr Board which shall be published at least 30 days prior to the date for act the statements of qualification. The advertisement may also be electronically by using one or all of the following methods as determined by the Director of Operations:	ement shall itory of the ceptance of published	
	(1) Placing an advertisement on the state public notification website;		
	(2) Placing an advertisement on the District website or other non-of such as appropriate trade association websites.	Ficial web:	sites,
	Section 2. The Superintendent is hereby authorized to take all necessary statements of qualification in accordance with law and with the assistance of the counsel and Architect. The Superintendent shall make recommendations to the E	e Board's	legal

the top-ranked firm(s).

Minutes of

Bowling Green City Schools Board of Education

Regular Meeting

Held	Performing Art	s Center	Febr	uary 20, 20	24	
Section 3. This Board hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of this Board; and that all deliberations of this Board and of its committees, if any, which resulted in formal action, were taken in meetings open to the public, in full compliance with applicable legal requirements, including Section 121.22 of the Ohio Revised Code.						
its adopt	Section 4. This Resolution shall be in full force and effect from and immediately after its adoption and shall supersede any prior resolution or act of this Board, which may be inconsistent or duplicative with the provisions of this Resolution.					
adoption	of the resolution,	_ seconded the moti the vote resulted as	on and the roll being called upon follows:	the question o	fthe	
	AY	E:				
	NA	Y:				
	AD	OPTED this 20 th da	ry of February, 2024.			
		ō	Cathy Schuller, Treasurer			
		<u>CER</u>	TIFICATE			
The undersigned hereby certifies that the foregoing is a true and correct copy of a resolution adopted at a meeting held on the 20 th day of February, 2024, together with a true and correct extract from the minutes of said meeting to the extent pertinent to consideration and adoption of said resolution.						
		ā	Cathy Schuller, Treasurer			
Prepared by	: Ryan M. LaFlamme Ennis Britton Co., L.P.A 1714 West Galbraith Ro Cincinnati, OH 45239-4	ed.				
Roll Call:	Ayes: Nays:	Myers, Geer, G None	onyer, Thompson, Hovest Motion carried.			
<u>11697</u> It was moved by Geer seconded by Gonyer to enter into executive session to consider the appointment, employment, dismissal, discipline, promotion, demotion, or compensation of a public employee or official, or the investigation of charges or complaints against a public employee, official, licensee, or regulated individual, unless the public employee, official, licensee or regulated individual requests a public hearing and Conference with an attorney for the public body concerning disputes involving the public body that are the subject of pending or imminent court action.						
	cutive Session: 6:38 tive Session: 7:03 p	ā.				
Roll Call:	Ayes: Nays:	Geer, Gonyer, None	Myers, Thompson, Hovest Motion carried.			

11698 It was moved by Geer, seconded by Gonyer to approve the following resolution.

RESOLUTION TO NON-RENEW, TREASURER CATHY SCHULLER

NOW, THEREFORE, BE IT RESOLVED by the Board of Education of the Bowling Green City School

District, in accordance with Ohio Revised Code section 3313.22, the Board of Education of the Bowling

Green City School District hereby non-renews the limited contract of Cathy Schuller which expires on July
31, 2024. The Board hereby authorizes and directs the Board President to notify Ms. Schuller in writing as

Minutes of Meeting

d		20	
	ssible, but no later tract expires.	than March 1, 2014, that the Board does not intend to reemploy her when	her
Roll Call:	Ayes: Nays:	Geer, Gonyer, Myers, Thompson Hovest Motion carried.	
<u>11699</u> It w	as moved by Gonye	er, seconded by Geer to adjourn at 7:05 p.m.	
Roll Call:	Ayes: Nays:	Gonyer, Geer, Myers, Thompson, Hovest None Motion carried.	
		President	
Attest:		Treasurer	
I, Cathy S School Di	Schuller, hereby cer strict Board of Educ	rtify that this is a true and accurate copy of the minutes of the Bowling Gre cation meeting held on February 20, 2024.	en C
	nuller, Treasurer Green City School D	(Date) District	

Minutes of

Bowling Green City Schools Board of Education

Special Meeting

	Held	Administra	ative Office		February, 26 20 74	
				Bowling Green, Ohio February, 26 2024 Special		
¥	The special meeting of the Bowling Green City Board of Education was called to order by President Hovest at 4:00 p.m. on Monday, February, 26 2024 at the Administrative Offices.					
		Roll Call:	Present: Absent:	Geer, Goyner, Myers, Thomps None	on, Hovest	
	<u>11700</u>	It was moved by to consider the	y Myers, seconde employment, disn	d by Thompson that the Board en	ter into executive session c employee or official.	
×		Enter Executive Session: 4:01 p.m. Exit Executive Session: 6:15 p.m.				
		Roll Call:	Ayes: Nays:	Thompson, Gonyer, Geer, Mye None Motion carrie		
	<u>11701</u>	It was moved by Thompson, seconded by Gonyer to adjourn at 6:15 p.m.				
		Roll Call:	Ayes: Nays:	Thompson, Gonyer, Geer, Myo None Motion carrie		
	President					
	Attest:_			Treasurer		