REQUEST FOR QUALIFICATIONS
FOR PROFESSIONAL DESIGN SERVICES
(Coffman HS Exterior Restroom and Flooring Upgrades)

July 24, 2026

The Board of Education of the Dublin City School District, Ohio (the "Owner") in accordance with Ohio Revised Code Sections 153.65 through 153.71 is soliciting qualifications statements from professional design firms to provide professional architectural/engineering design services ("Professional Design Services") in connection with the Project as described below.

I. Project Description

The Project consists of the Coffman High School exterior restroom build out, flooring upgrades at various schools and facilities as determined by the Owner, and such additional related improvements as deemed necessary by Owner (the "Project"). The Owner's estimated budget for the Project will be developed by the selected firm. The Owner anticipates solicitation of bids for the Project in 2027 with the work for the Project to be performed in the Summer of 2028.

The Owner anticipates using the general contracting construction delivery method.

II. Scope of Professional Design Services and Agreement

The Professional Design Services may include but are not limited to assessing the needs of Owner; standard design and construction document phase services; cost estimating; procurement phase, construction phase (including site visits), closeout phase and post-closeout phase services, and such additional services as may be necessary or appropriate.

The proposed agreement with the selected firm consists of a modified AIA Document B104-2017 and is attached as Exhibit A. The Owner's modifications to the AIA form are shown in track changes. If your firm would like to propose any deviation from the terms of the agreement, you must clearly identify those deviations in your statement of qualifications, and failure to do so shall be deemed a waiver of the right to negotiate those terms. Deviations may be accepted in the Owner's sole discretion and may be taken into account by Owner when ranking the responding firms.

III. Evaluation Criteria for Selection

Statements of qualifications shall be limited to ten (10) pages and should separately describe the firm's capabilities to provide the Professional Design Services, and the statements of qualifications should include:

(a) the name, address and phone number of the office where the personnel assigned to the Project will be based and principal contact person;

(b) company overview including the firm's history, legal form of firm, location of home office, number of licensed professionals and general firm history;

(c) the technical training, education and experience of the firm's owners, staff, and personnel who will be assigned to perform services on the Project;

(d) the firm's experience in performing the applicable services for similar facilities;

(e) the firm's prospective consultants, the consultants' experience and the firm's previous experience when working with its proposed consultants;

(f) availability and capacity of the firm to provide the services in accordance with the Owner's timeline;

(g) the firm's equipment and facilities and the location, availability and accessibility of facilities and equipment to support staff activities on the Project;

(h) specification writing credentials and experience;

(i) the firm's record keeping, reporting, monitoring and other information management systems, including scheduling and cost control systems;

(j) any previous work performed in connection with the Owner;

(k) any previous work performed for similar projects for any other political subdivisions. A minimum of three (3) references are requested, preferably public school districts;

(l) the firm's experience with the City of Dublin, Ohio and any other governmental and quasi-governmental entities with jurisdiction over the Project and their requirements;

(m) proximity of the firm to the Project site;

(n) Listing of any claims against the firm within the last ten (10) years related to design and construction of projects (including any claims against the firm's professional liability policy and claims filed in a court of law) and any public or private construction projects within the last ten (10) years for which the firm has been declared in default;

(o) the firm's track record and ability to deliver a project on scope, on time and within budget; and

(p) the firm's proposed deviations to the agreement attached as Exhibit A.

IV. Questions and Inquiries

Questions regarding interpretation of the content of this Request for Qualifications must be submitted in writing not later than seven (7) calendar days prior to the deadline for submission of statements of qualifications and directed by e-mail to Business Operations at:

Email: rajan_indu@dublinschools.net

The subject line of the e-mail should clearly read "Request for Qualifications for Professional Design Services, Coffman High School Exterior Restroom and Flooring Upgrades ".

Questions will be reviewed and the Owner will determine in the Owner's sole discretion whether a written addendum should be issued as a result of any question.

Answers to any questions shall be by written addendum and shall be posted on the Owner's webpage at:

https://www.dublinschools.net/departments/operations/bids-and-rfps

All firms will be presumed to have actual knowledge of all information posted on the Owner's webpage relating to this Request for Qualifications, and firms shall not avail themselves of incomplete knowledge and/or lack of familiarity of this Request for Qualifications and any addenda thereto resulting from the firm's failure to check the Owner's webpage. Interpretations, corrections and changes of the Request for Qualifications which are made in any manner other than a written addendum will not be binding.

Firms considering responding to this Request for Qualifications are strictly prohibited from communicating with any member of Owner's staff or representatives of the Owner except as set forth in this Part IV. No phone calls.

V. Submittal Instructions

Firms interested in being considered should submit one electronic copy of the firm's statement of qualifications in PDF format by e-mail to Business Operations at:

Email: rajan_indu@dublinschools.net

The subject line of the e-mail should clearly read "Statement of Qualifications for Professional Design Services, Coffman High School Exterior Restroom and Flooring Upgrades ".

Statements of qualifications must be submitted not later than 2:00 P.M., Eastern Time, on August 7, 2026. Statements of qualifications submitted after this date and time will not be accepted.

Each firm will receive a response from the Owner confirming the Owner's receipt of the firm's statement of qualifications. If such confirmation is not received by the firm within twenty-four (24) hours of submission, the firm should call the Owner at 614-760-4570 to confirm the Owner's receipt of the firm's submission.

VI. Selection Process.

Responding firms will be evaluated separately and ranked in order of their qualifications. As part of this evaluation, the Owner may hold interviews with individual firms. The Owner expects to enter into contract negotiations with the firm ranked most qualified to perform the services needed. The Owner also reserves the right to enter into more than one contract for components of the Project rather than a single contract for the entire Project and to rank and select more than one firm to provide services for components of the Project rather than a single firm for the entire Project in any manner the Owner deems appropriate. Statements of qualifications received in response to this Request for Qualifications will be placed on file by the Owner, and firms submitting a statement of qualifications shall be deemed a pre-qualified firm for consideration for future projects of the Owner in accordance with Ohio Revised Code 153.71(A) provided that a pre-qualified firm is not guaranteed any work during the eligibility period.

EXHIBIT A

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AIA® Document B104™ – 2017

Standard Abbreviated Form of Agreement Between Owner and Architect

AGREEMENT made as of the «» day of «» in the year «2026»
(In words, indicate day, month and year.)

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

«Board of Education of the Dublin City School District»
«6371A Shier Rings Road»
«Dublin, Ohio 43016»
«Att: Jeff Stark, Chief Operating Officer»
«E-mail: stark_jeff@dublinschools.net»

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

«»
«»
«»

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

«Coffman High School exterior restroom build out, flooring upgrades at various schools and facilities as determined by the Owner»

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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

DRAFT

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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.)

«Architect's Professional Services Proposal attached as Exhibit A.

Owner will utilize the general contracting delivery method.

Owner's budget for the Cost of the Work is $

Owner's schedule for the design and construction of the Project is as follows: »

§ 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 E203™–2013, Building Information Modeling and Digital Data 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 E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or~~

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~~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.~~

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.

§ 2.1.1 The Architect may provide services through one or more consultants employed by the Architect and approved by the Owner upon terms that are consistent with this Agreement provided the Architect shall remain responsible to the Owner for all duties, obligations, errors and omission under this Agreement, regardless of whether such duties, obligations, errors or omissions are performed through or caused by a consultant.

§ 2.2 The Architect shall maintain without interruption the following insurance, at no additional cost to Owner, until a minimum of two years following the final completion of the Work~~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.)

.1 General Liability

«One million dollars ($1,000,000) for each occurrence, two million dollars ($2,000,000) in the aggregate for bodily injury and property damage, and an aggregate of two million dollars ($2,000,000) for products and completed-operations.»

.2 Automobile Liability

«Covering vehicles owned and non-owned vehicles used by the Architect with policy limits of not less than one million dollars ($1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.»

.3 Workers' Compensation

«Statutory.»

.4 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 two million dollars ($2,000,000) in the aggregate.»

.5 Umbrella/Excess Liability

«One million dollars ($1,000,000). »

.6 Employer's Liability

«One million dollars ($1,000,000) each accident, a disease each-employee limit of not less than one million dollars ($1,000,000), and a disease policy limit of not less than one million dollars ($1,000,000).

§ 2.3 The Architect shall provide the Owner with certificates of insurance evidencing the required coverages and amounts including certificates of renewal of insurance. Each policy of insurance shall name the Owner as a

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certificate holder, and, with the exception of Worker's Compensation, Employer's Liability and Professional Liability insurance, shall name the Owner as an additional insured. 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. The Architect shall pay all deductibles and self-insured retentions contained in the policies of insurance required of Architect. The Architect shall pay a proportionate share of the deductibles and self-insured retentions contained in any insurance policy the Owner purchases for the Project. The Architect's proportionate share will derive from the percentage of the associated claim or loss attributable to the negligence of the Architect or its consultants. The Owner does not represent that required coverages or limits are adequate to protect the Architect.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary civil, structural, mechanical, plumbing, fire protection, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 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 (except that Owner's approvals shall not limit Architect's liability for errors, omissions or inconsistencies in the Architect's services). The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.2 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~~prepare and file 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 furnished by the Owner, ~~and~~ shall review laws, codes, and regulations applicable to the Architect's services, and shall assist the Owner with developing a program for the Project.

§ 3.2.2 The Architect shall discuss with the Owner the Owner's program, 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 Design Documents 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 Section 6.3.

§ 3.2.5 The Architect shall submit the 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 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, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.4.4.

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§ 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.

§ 3.3.4 The Architect, following the Owner's approval of the Construction Documents and of the latest estimate of the Cost of the Work, shall assist the Owner in obtaining bids or proposals and awarding and preparing contracts for construction, including establishing schedules; procuring the reproduction of Contract Documents and coordinating with and instructing a reprographics service in distributing the Contract Documents to prospective bidders; maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders; organizing and conducting pre-bid/pre-proposal conferences; preparing responses to questions and providing clarifications and interpretations of the Contract Documents, including responses to questions from the pre-bid/pre-proposal conferences; organizing and conducting the opening of the bids or negotiated proposals, reviewing bids or proposals received for responsiveness, and subsequently documenting and distributing the results; participating in investigating the qualifications of prospective bidders and attending pre-award conferences with the apparent successful bidder; and delivering a written recommendation to the Owner about the award of, or rejection of, any bids or proposals.

§ 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 A104™ – 2017, Standard Abbreviated Form of Agreement Between Owner and Contractor~~AIA Document A101™ – 2017 Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum (the "Owner-Contractor Agreement"). If the Owner and Contractor modify the Owner-Contractor Agreement~~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.

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

§ 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. The Architect shall thereafter perform, as a part of Basic Services, such advisory and consulting services as shall be reasonably necessary to notify the appropriate parties and advise on the appropriate corrective action in connection with the correction of any defects in the Work appearing during the applicable correction periods.

§ 3.4.1.4 Architect shall schedule periodic progress meeting in order to review progress in the Work, discuss anticipated future progress, and review critical operations and existing and potential problems. Architect shall prepare a written report of each progress meeting and distribute such report to the Owner and the Contractor.

§ 3.4.2 Evaluations 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 basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work

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completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.4.2.2 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 accordance with the Architect's standard of care ~~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 not later than seven (7) calendar days following receipt of an Application for Payment 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 or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.4.4 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 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 procedures. The Architect's action shall be taken with such reasonable promptness in an effort to cause no delay in the Contractor's Work or in construction by the Owner's own forces while allowing sufficient time to permit adequate review.

§ 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 such design professionals.

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§ 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; perform such services as shall be reasonably necessary in connection with Project close-out; 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.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 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 4.2.2, 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.

(Identify below the Supplemental Services that the Architect is required to provide and insert a description of each Supplemental Service, if not further described in an exhibit attached to this document.)

« »

§ 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 material 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.

§ 4.2.2 The Architect has included in Basic Services « » (« ») 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 [Intentionally Deleted]~~If the services covered by this Agreement have not been completed within « » (« ») 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~~.

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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 the Project. ~~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 Architect shall assist the Owner with establishing the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner with the assistance of the Architect 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 The Owner shall furnish surveys containing such information as is reasonably necessary for the Project. The Architect shall review all such surveys and evaluate the information for consistency with the Project as it is designed and specified. ~~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.~~

§ 5.4 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. The Architect shall advise and consult with the Owner on the need for any special testing, inspections or approvals. The Architect shall review all such tests, inspections and reports and evaluate the information for consistency with the Project as it is designed and specified.

§ 5.6 The Owner shall furnish ~~all~~ its own 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; the Owner shall not be required to provide such services for the Architect.

§ 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 or inconsistencies in the Architect's Instruments of Service. However, it is not the responsibility of the Owner to determine the adequacy, accuracy or sufficiency or to discover errors and omissions 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 If any services, tests, inspections and reports required of the Owner are not provided by the Architect as a Supplemental or Additional Service, the Architect shall advise the Owner of such services, tests, inspections and reports that will be required for the Project, and the Architect shall assist the Owner in defining the necessary scope of and obtaining proposals for these services. ~~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,

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overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

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

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1, as a Supplemental Service.

§ 6.4 If, 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

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

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall, without additional compensation, modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. ~~If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services 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 Instruments of Service, including Drawings and Specifications, prepared by, or with the cooperation of, the Architect pursuant to this Agreement, including the Architect's consultants, shall become, upon payment of all undisputed compensation due the Architect from the Owner, the property of the Owner whether or not the Project for which they are prepared is commenced or completed. The Architect may retain copies, including reproducible

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copies of such documents for information and reference. Such documents may be used by the Owner or others employed by the Owner (including another design professional or engineer) for reference in any completion, correction, remodeling, renovation, reconstruction, alteration, modification of or addition to the Project, without compensation to the Architect. Such documents shall not be given or sold by the Owner to be used by others on other projects except by agreement in writing and with agreed upon appropriate compensation to the Architect. The Architect shall not be held liable if a third party receives the Architect's documents and either modifies, changes or uses the documents in a way not originally anticipated when the documents were created. If an event occurs for which the Architect may be liable, the Owner shall notify the Architect of such event as soon as practical after such event and shall provide access to the Project to the Architect and their representatives. This paragraph shall survive termination of this Agreement. ~~The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.~~

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

~~**§ 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 granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.~~

~~**§ 7.3.1** In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.~~

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

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

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable statutes of limitation and repose~~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.

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§ 8.1.2 Architect shall proceed with the Architect's performance of this Agreement during any dispute resolution process, unless otherwise agreed by the Architect and the Owner in writing and provided that the Owner continues to make payment, in accordance with the Agreement, of any amounts not in dispute pending final resolution of any dispute in accordance with this Article. ~~To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other, for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document 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.~~

§ 8.2 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

[«X»] Litigation in a court of competent jurisdiction

[« »] Other: *(Specify)*

« »

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

§ 8.3 Arbitration

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

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

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

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

§ 8.3.4 Consolidation or Joinder

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

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

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

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

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted. The Architect shall not terminate or suspend services under this Agreement for non-payment if the non-payment is the subject of a bona-fide dispute.

§ 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 except when the reason for the suspension was a result of the fault of the Architect. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted except when the reason for the suspension was a result of the fault of the Architect.

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

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

§ 9.5 The Owner may terminate this Agreement for the entire Project or for any portion of the Project upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause. Should the Owner terminate this Agreement for cause, but that cause be subsequently found to be insufficient to support termination, the termination shall be deemed one of convenience.

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§ 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.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

«N/A»

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

«N/A»

§ 9.8 Architect Insolvency

§ 9.8.1 The Owner may immediately terminate the Agreement for cause if: the Architect commences a voluntary case under Title 11 of the United States Code or the corresponding provisions of any successor laws; any legal entity commences an involuntary case against the Architect under Title 11 of the United States Code or the corresponding provisions of any successor laws and (1) the case is not dismissed within 60 days after its commencement; or (2) the court before which the case is pending issues an order for relief or similar order approving the case; a court of competent jurisdiction appoints, or the Architect makes an assignment of all or substantially all of its assets to, a receiver, trustee, liquidator, or other similar custodian for the Architect or all or substantially all of the Architect's assets; any attachment, execution, or other judicial seizure is levied against all or substantially all of the Architect's assets; the Architect takes any action toward the dissolution or winding up of its business; or the Architect fails generally to pay its debts as they become due (unless those debts are subject to a good-faith dispute as to liability or amount) or it acknowledges in writing that it is unable to do so.

§ 9.8.2 If the Architect files a voluntary petition in bankruptcy or has an involuntary petition in bankruptcy filed against it, the Architect, the Architect as the debtor-in-possession, or the trustee of the Architect's bankruptcy estate shall file a motion to assume or reject the Agreement under Bankruptcy Code §365, 11 U.S.C. §365, within 20 days after the filing of the voluntary petition or involuntary petition and shall diligently prosecute that motion to conclusion so as to obtain an order granting or denying that motion within 45 days after the filing of the voluntary or involuntary petition.

§ 9.8.3 If the Owner intends to exercise its termination rights under this Section 9.8, the Owner shall notify the Architect in writing of the Owner's termination of the Agreement and the cause(s) for that termination.

§ 9.8.4 The Architect agrees to the granting of relief from the automatic stay of the Bankruptcy Code, 11 U.S.C. §362(a), to permit the Owner to terminate the Agreement for cause in such instance and issue and serve all notices necessary to terminate the Agreement or arising out of the termination of the Agreement and to take any and all other action necessary to terminate the Agreement. ~~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 State of Ohio, and the Court of Common Pleas of the County where the Project is located shall have exclusive jurisdiction over any action concerning this Agreement, to the exclusion of all other jurisdictions. ~~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.~~

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§ 10.2 Terms in this Agreement with initial capital letters and not otherwise defined shall have the same meaning as those in the Owner-Contractor Agreement~~AIA Document A104–2017, Standard Abbreviated Form of Agreement Between Owner and Contractor~~, unless a contrary definition is set forth herein or inferable herefrom.

§ 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. If the Architect discovers that such substances as described herein have been used or do exist in the Project, the Architect shall promptly notify the Owner in writing.

§ 10.7 Public relations or publicity about the Project shall be within the control and with the consent of the Owner. The Architect shall have the right, subject to Owner's approval which shall not be unreasonably withheld, 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.

§ 10.9 The Owner is not required to perform a review of the Architect's services or any Instruments of Service for the purpose of identifying faults, defects, errors, omissions, or inconsistencies, and the approval of any services of the Architect by the Owner shall not relieve the Architect of the Architect's responsibility for the timely preparation, completeness, and accuracy of such services.

§ 10.10 No remedy conferred upon either party by the terms of this Agreement is intended to be exclusive of any other remedy provided at law or in equity. Each and every remedy of the parties shall be cumulative and shall be in addition to any other remedy given to the parties hereunder or now or hereafter existing. No delay, omission or forbearance to exercise any right, power or remedy accruing to the Owner or the Architect hereunder shall impair any such right, power or remedy nor shall it be construed to be a waiver of any breach hereof of default hereunder. Every such right, power or remedy may be exercised as often as deemed expedient.

§ 10.11 If the Architect becomes aware of an emergency involving the Project, including, without limitation, a fatality, serious injury, fire, collapse, flood, utility or power loss to occupied facilities, explosion, or environmental damage, the Architect shall endeavor to provide prompt notice to the Owner by the most expedient means available.

§ 10.12 Notice. All notices or other communications required under this Agreement shall be effected by personal delivery in writing; by a recognized overnight delivery service; by certified mail, return receipt requested; or by e-mail. When delivered or mailed to the parties at their respective addresses, or when delivered or mailed to the last

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address provided in writing to the other party by the addressee, notice shall be deemed to have been given (a) on the date of personal delivery, if delivered personally; (b) on the next following business day if delivered by overnight delivery service; or (c) on the third day after mailing, if sent by certified mail, return receipt requested. An e-mail notice shall be deemed delivered when the message enters the recipient's inbox, except that if the message enters the recipient's inbox after 5:00 pm in the Eastern time zone or on a Saturday, Sunday or legal holiday observed by the government of the United States, then it shall be deemed delivered with the commencement of the next day in the Eastern time zone that is not a Saturday, Sunday or legal holiday.

§ 10.13 Computing Time. When this Agreement refers to a period of time by a number of days, the period shall be computed to exclude the first and include the last day of the period. If the last day of the period falls on a Saturday, Sunday, or a legal holiday, that day shall be omitted from the computation and the period shall end on the next succeeding day that is not a Saturday, Sunday, or legal holiday. Except for the foregoing, all periods referred to in this Agreement include Saturdays, Sundays, and legal holidays.

ARTICLE 11 COMPENSATION

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

.1 Stipulated Sum
(Insert amount)

« »

.2 Percentage Basis
(Insert percentage value)

« » (« ») % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other
(Describe the method of compensation)

« »

§ 11.1.1 With the exception of Reimbursable Expenses, the Architect's compensation includes all Architect overhead, profit and costs for providing its services,.

§ 11.2 For Supplemental Services identified in Section 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

«To be confirmed in advance and in writing by the parties, including any necessary adjustments for Reimbursable Expenses.»

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

«To be confirmed in advance and in writing by the parties, including any necessary adjustments for Reimbursable Expenses.»

§ 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 as follows~~the amount invoiced to the Architect plus « » percent (« »%), or as follows~~:

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«To be confirmed in advance and in writing by the parties, including any necessary adjustments for Reimbursable Expenses.»

§ 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:

Design Phase	«Fifteen»	percent (	«15»	%)
Construction Documents Phase	«Twenty-Five»	percent (	«25»	%)
Bidding/Procurement Phase	«Ten»	percent (	«10»	%)
Construction/Closeout Phase	«Fifty»	percent (	«50»	%)
Total Basic Compensation	one hundred	percent (	100	%)

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

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

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted every January 1 in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

« »

Employee or Category	Rate

§ 11.8 Compensation for Reimbursable Expenses

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

.1 Authorized ~~T~~transportation and authorized out-of-town travel and subsistence;

.2 ~~Long distance services, d~~Dedicated data and communication services, teleconferences, Project web sites, and extranets;

.3 Permitting and other fees required by authorities having jurisdiction over the Project;

.4 Printing, reproductions, plots, and standard form documents;

.5 Postage, handling, and delivery;

.6 Expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;

.7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;

.8 Expense of professional liability insurance dedicated exclusively to this Project ~~or 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~~;

.9 All taxes levied on professional services and on reimbursable expenses;

.10 Site office expenses; and

.11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants without markup ~~plus « » percent (« » %) of the expenses incurred~~. Reimbursable Expenses shall not exceed $ _____ without prior approval of the Owner which shall not be unreasonably withheld.

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§ 11.9 Payments to the Architect

§ 11.9.1 Initial Payment

An initial payment of « N/A » ($ « N/A ») 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 within thirty (30) days following ~~upon~~ presentation of the Architect's invoice. ~~Amounts unpaid « » (« ») days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect. (Insert rate of monthly or annual interest agreed upon.)~~

~~« » % « »~~

§ 11.9.2.2 Each invoice shall set forth the amount due for services rendered, Reimbursable Expenses, a detailed breakdown of the amount, and the sum of all prior payments. The Owner shall review each such invoice and may make such exceptions as the Owner reasonably deems necessary or appropriate under the circumstances then existing provided that Owner generally identifies in writing to the Architect the reasons for such exceptions. All disputed payments are due and payable within 10 days of resolution of the disputed amount. ~~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:
(Include other terms and conditions applicable to this Agreement.)

« **§ 12.1 Indemnity/Liability.** In accordance with Ohio Revised Code 153.81, Architect shall indemnify the Owner and its officers and employees for liabilities the Owner, its officers or employee incurs for the death of or injury to a third party that is proximately caused by the provision of the services. The indemnification shall only be for the liabilities incurred from the proportionate share of the tortious conduct, as determined pursuant to section 2307.23 of the Ohio Revised Code, of the Architect or any consultant, subcontractor, or other entity used by the Architect, in performing the services. Nothing shall be construed as a limitation of any rights, responsibilities and requirements as may be set forth in Ohio Revised Code Section 153.81.

§ 12.2 The Architect acknowledges that the safety of the Owner's invitees, employees and guests is of the utmost importance. The Architect shall make a good faith effort so that no employee of the Architect or any consultant or consultant's employees, will purchase, transfer, use or possess, or be under the influence of alcohol or illegal drugs or abuse legally obtained drugs while on or about the Project or use tobacco or bring firearms, or other dangerous materials onto the property of the Owner. The Architect will take no action jeopardizing the safety of the Owner's invitees, employees, or guests and, without the Owner's written approval, shall take no action that interferes with the Owner's activities. The Owner reserves the right to require the Architect and its employees and any consultants and the consultants' employees to wear identification (subject to applicable safety standards), to stay in designated work areas at all times while on the Owner's property and to record on a log the presence of employees of Architect or Architect's consultants upon entering the Owner's property. The Owner shall have the right to effect the immediate removal of the Architect's employee or any consultant or consultant's employees from the Project site for failure to wear identification, for being outside a designated work area, for fraternizing with or engaging in any improper behavior directed toward or in the vicinity of invitees, employees or guests of the Owner and for other good cause shown. The Architect will not employ employees or consultants at the Project site who will be working within proximity of students or minors if such personnel have pled guilty to or have been convicted of any of the offenses enumerated within Section 3319.39 of the Ohio Revised Code.

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§ 12.3 The Architect represents that it is not subject to a finding for recovery under Section 9.24 of the Ohio Revised Code, or that Architect has taken the appropriate remedial steps required under Section 9.24 of the Ohio Revised Code or otherwise qualifies under this section.

§ 12.4 Non-Discrimination. Architect agrees to the following:

§ 12.4.1 That, in the hiring of employees for the performance of services under the Agreement or any agreement with a consultant of the Architect, Architect and any consultant of the Architect or person acting on Architect's or a consultant's behalf shall not discriminate against any citizen of the state who are qualified and available to perform the services to which the employment relates by reason of age, race, color, national origin, sex, gender, gender identity or expression, transgenderism or transsexualism, sexual orientation, citizenship, ancestry, military or veteran status, marital status, family status, pregnancy, genetic characteristics, disability or medical condition;

§ 12.4.2 That Architect and any consultant of the Architect or person acting on Architect's or a consultant of the Architect's behalf shall not in any manner discriminate against, intimidate, or retaliate against any employee hired for the performance of services under the Agreement on account of age, race, color, national origin, sex, gender, gender identity or expression, transgenderism or transsexualism, sexual orientation, citizenship, ancestry, military or veteran status, marital status, family status, pregnancy, genetic characteristics, disability or medical condition. »

ARTICLE 13 SCOPE OF THE AGREEMENT

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

§ 13.2 This Agreement is comprised of the following documents identified below. In the event of a conflict between this Agreement and the documents identified below, the Architect shall comply with the stricter requirement:

.1 This modified AIA Document B104™–2017, Standard Abbreviated Form of Agreement Between Owner and Architect

~~**.2** AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:~~
~~*(Insert the date of the E203–2013 incorporated into this agreement.)*~~

~~« N/A »~~

.23 Exhibits:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits identified in Section 4.1.)

« Exhibit A, Proposal »

.34 Other documents:
(List other documents, if any, including additional scopes of service forming part of the Agreement.)

« »

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

OWNER *(Signature)*	**ARCHITECT** *(Signature)*

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«Brian Kern, Treasurer»	« »« »
(Printed name and title)	*(Printed name, title, and license number, if required)*

CERTIFICATE

The undersigned, Treasurer of the Board of Education certifies that the money required to meet the obligation of the Board during the current fiscal year under the Agreement has been lawfully appropriate by the Board for such purposes and are in the treasury or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Section 5705.41 of the Revised Code.

Dated: , 2026

Brian Kern, Treasurer~~, Board of Education~~

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EXHIBIT A
ARCHITECT'S PROPOSAL

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