

AGREEMENT FOR PLANNING SERVICES
BETWEEN
THE BIG WALNUT LOCAL SCHOOL DISTRICT BOARD OF EDUCATION
AND TRIAD ARCHITECTS

This Agreement for Planning Services (Agreement) between the Big Walnut Local School District Board of Education (Board or Owner) and Triad Architects (Triad or Design Professional) is entered, effective as of the latest date signed by the Owner at the end of this Agreement, for the services described in this Agreement.

BACKGROUND INFORMATION

- A. The Board wishes to determine the cost of various scenarios for school facilities for the Facility Committee to review and present to the Board as it considers planning for future facility improvements with the Big Walnut Local School District (District) in the context of continuing permanent improvement needs, operational efficiencies, and educational programming and to assist with development of a detailed master plan to define a District-wide facilities plan that includes proposed improvements, costs, and phasing, together with priorities and options for implementing the master plan (all of which is referred to as the Master Planning Project or Project).
- B. The District established a file with current qualifications of design professionals, as authorized by ORC Section 153.71(A), for design professional services that will cost less than \$50,000, and selected Triad from the firms with qualifications of file to provide the needed services. At such time as the Board is ready to move forward with design and construction of any improvements included in the master plan, the Board will conduct the required qualifications-based selection process for a design professional. Triad is not precluded from submitting qualifications through that process.
- C. Any improvements designed and constructed as a result of the Master Planning Project will not be part of a co-funded Ohio School Facilities Commission classroom facilities assistance program.
- D. The Board anticipates that the Master Planning Project will begin immediately and at least preliminary information will be available for presentation to the Board at its April 2016 meeting.

AGREEMENT

1. SUMMARY OF SERVICES.

- A. Basic Services for the Master Planning Project to be provided. Basic Services include:
 - (1) Gather and review previous District studies.
 - (2) Evaluate scenarios created by the Facilities Committee;
 - (3) Determine financial and political feasibility of the scenarios;
 - (4) Provide assistance, as requested with property acquisition for District facilities;
 - (5) Analyze space needs;
 - (6) Provide site planning for new buildings, additions, and/or renovations to existing District facilities;

- (7) Determine construction phases to minimize disruption to students;
 - (8) Develop budget and schedule for scenarios requested by the Facilities Committee; and
 - (9) Present information to the Facilities Committee and to the Board.
- B. Deliverables to be provided by Triad include:
- (1) Executive Summary
 - (2) Site Analyses
 - (3) Conceptual Plan
 - (4) Schedules
 - (5) Budgets
 - (6) Information to share with the community about any proposed improvements
- C. The goal for Triad's services is to:
- (a) assess existing District facility needs as described in the preceding sections;
 - (b) meet with the community and District representatives to determine the types of improvements required to meet the needs of the District and the community; Triad will meet with school staff and other teams identified in cooperation with the District to develop a program for the planned improvements and conduct activities and meetings to inform the community about facility options and to measure community responses;
 - (c) assist the Board in formulating solutions to facilities and educational needs through proposed improvements that are acceptable to the community and District to present to the community;
 - (d) assist in the development of a capital improvements program to address identified needs and estimated costs for the Project acceptable to the Board that can be used to define the Project and including operational and facility costs provided by the Owner, with priorities and options included for implementing improvements and programming identified;
 - (e) work with the Board's other consultants and District Administrators and facilitate discussions to review information about the proposed improvements; and
 - (f) provide information to the Board and its administration, and develop visual communication tools about the proposed Master Planning Project.
- D. The Design Professional's Representative for the Master Planning Project is Zach Price.
- E. Design Professional will maintain insurance coverages as identified on the certificate of insurance attached to this Agreement. Design Professional agrees to notify Owner of any changes in coverage as soon as it becomes aware of the coverage change.
- F. Design Professional's role through the term of this Agreement is limited to developing a facilities master plan that is supported by the Board as being in the best interest of the District and also by the community and to providing information related to the plan developed, including priorities and options, with estimated costs and schedules, for construction of the improvements included in the master facilities plan.

Design Professional acknowledges its understanding regarding the extent of the master facilities planning process anticipated by Owner to identify facility, programming, and operational needs of the District that will be supported by the community. Design

Professional agrees that it will implement the planning process and schedule meetings, with changes needed and approved by Owner.

- G. Additional Services beyond those described in this Agreement may be provided upon request. Typical additional services include site surveys, soils investigations, hazardous waste investigations, development of concept design drawings and detailed estimates of cost, renderings (either computer generated or original watercolor), student enrollment projections, and other services not clearly intended to be included in the scope of this Agreement. Additional services will be undertaken only with the prior written approval of the Board. If additional services are requested by the Board, the fee for such services will be negotiated and approved by the Board prior to beginning the services. Compensation for these services may be based on a mutually agreed lump sum, hourly rate, or fee basis. Services of outside consultants, if any, will be provided at cost with the approval of the Board. Any services to be provided for a cost will be documented through a written amendment to this Agreement that defines the services and associated costs.

- H. Compensation for the Master Planning Project. The Design Professional will be paid the amount of **\$24,000.00** for master planning services.

No Reimbursable Expenses are anticipated in addition to this amount. Owner will pay costs, if any, of printing directly.

Payment will be made by Owner to Design Professional on a monthly basis for services provided up to the amount of \$24,000.00, as such amount may be modified if additional services are approved. Design Professional will submit a detailed invoice for services to Owner, through the designated Owner Contact, for review and approval.

The services to be provided by Design Professional are not anticipated to exceed \$50,000.

2. Term of Agreement. This Agreement will be effective for the Master Planning Project and so long as the Board wishes to continue to use the services of Design Professional for planning services. The Board may terminate this Agreement at any time by providing written notice to Design Professional. Design Professional will be paid for services provided through the date of termination.

3. Design and Construction of the Project. Design Professional will not provide any design or construction administration services related to improvements identified in the master facilities plan developed for and approved by Owner as part of this Agreement.

4. MISCELLANEOUS.

- A. Findings for Recovery. Design Professional is not subject to any unresolved findings for recovery with the Ohio Auditor of State or has taken the necessary steps to address any findings identified by the Auditor of State.
- B. Independent Contractor. Design Professional is an independent contractor and is not an employee of the Board.
- C. Non-Discrimination. Design Professional and its sub-consultants, if any, will not discriminate against any employee or applicant for employment to be employed in the performance of services through this Agreement, with respect to the hire, tenure, terms,

conditions, or privileges of employment or any matter directly or indirectly related to employment, because of sex, race, color, religion, national origins, or ancestry. Breach of this covenant may be regarded as a material breach of this Agreement.

- D. Ethics. Design Professional certifies that it is aware of the ethics responsibilities contained in Ohio Revised Code Section 3517.13 and that it is in compliance with this section and other applicable sections of the Ohio Revised Code.
- E. Notices. Notices will be provided in writing by personal delivery, certified mail (return receipt requested), or by electronic delivery (followed by delivery of the original via certified mail, return receipt requested), to the following, until the parties notify each other of a change:

Board:

Big Walnut Local School District
Attention: Terri Eyerman Day, Treasurer
105 Baughman St., Suite A
Sunbury, Ohio 43074

terrieyerman@bwls.net

Design Professional:

Triad Architects
Attention: Zach Price
163 N. High Street, Suite 2B
Columbus, Ohio 43215

zprice@triadarchitects.com

Agreed to by the parties as of the date signed by the Board.

BOARD

Big Walnut Local School District
Board of Education


By: _____

Name & Title: _____

Date: _____

DESIGN PROFESSIONAL

Triad Architects

By:  _____

Name & Title: Zach Price, Principal

Date: March 8, 2016

CERTIFICATE of FUNDS

(ORC Section 5705.41)

The moneys required to meet the obligations of the Big Walnut Local School District Board of Education for the Master Planning Project services to be provided under the foregoing Agreement have been lawfully appropriated for such purposes and are in the treasury of the District or are in the process of collection to an appropriate fund, free from any previous encumbrance.

Date: _____

Terri Eyerman Day, Treasurer
Big Walnut Local School District



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/14/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MEDALLION INSURANCE SERVICES 8145 Ardrey Kell Rd Ste 203 Charlotte NC 28277		CONTACT NAME: Phyllis Constantino PHONE (A/C No. Ext): (704)256-6000 FAX (A/C No.): (704)256-6001 E-MAIL ADDRESS: phyllis@medallioninsurance.com	
INSURED TRIAD Architects, Ltd / TRIAD AR, Inc 463 N High St Ste 2B Columbus OH 43215		INSURER(S) AFFORDING COVERAGE INSURER A: Admiral Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 24856	

COVERAGES**CERTIFICATE NUMBER:** CL1611403164**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A						WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			EO000024549-03	1/9/2016	1/9/2017	Each Claim \$1,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Informational Purposes Only
Contact producer to add holders.

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Bryan Urlichich/PHYLLI



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/05/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER GELLNER INSURANCE SERVICES INC 103B COMMERCE PARK DR WESTERVILLE, OH 43082	CONTACT NAME: DANIELLE CRANDELL	
	PHONE (A/C, No. Ext): 614-882-3332	FAX (A/C, No): 614-882-3506
INSURED TRIAD ARCHITECT 463 N. HIGH ST COLUMBUS, OH 43215	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: STATE AUTO INS CO OF OHIO	NAIC # 11017
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			BOP 2830319	12/14/2015	12/14/2016	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/> N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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CERTIFICATE HOLDER

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CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Danielle Crandell

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