



AGREEMENT FOR LIMITED PROFESSIONAL SERVICES

PARTIES TO AGREEMENT

Client

Pioneer Career and Technology Center
Mr. Gregory D. Nickoli, Superintendent
27 Ryan Road
Shelby, OH 44875

Architect

SHP
312 Plum Street
Suite 700
Cincinnati, OH 45202

PROJECT INFORMATION

Project Name

Pioneer Career and Technology Center- Bus Garage Re-Roof

Project Understanding

Provide bid documents for roof replacement at the Pioneer Career and Technology Center Bus Garage. See Area in Red:





SCOPE OF SERVICES

Basic Services

1. Conduct initial site visit to determine existing conditions and establish project requirements, schedule parameters and project budget parameters.
2. Provide Design, Construction Documents (including drawings and specifications), Bidding and Construction Administration services.
3. Provide a Statement of Probable Costs.
4. Construction Administration phase services will include; evaluating construction to be in conformance with the Construction Documents, reviewing Contractor's Request for Payment, reviewing Submittals and Shop Drawings, providing clarification of the scope and executing change orders and evaluating project completion. The Architect will provide an average of six (6) hours of Construction Administration phase services during the four (4) week construction period.

Additional Services

Additional Services may be provided upon request of the Architect or School District, but are outside the scope of this Agreement.

*Structural Engineering is not included in this fee proposal. If it is determined that the existing roof deck requires replacement structural engineering services will be billed as an Additional Service.

Other Additional Services may include surveys, material testing, geotechnical or environmental investigations, and field observation services in excess of the Basic Services through no fault of the architect. Additional Services shall only be undertaken upon written approval of the School District. Additionally, the compensation for Additional Services shall be negotiated and approved by the School District prior to beginning of said services.

REQUESTED BY

Mary Lee Barr

DATE OF REQUEST

6/26/2019

SCHEDULE

Documents shall be submitted to the School District within four (4) weeks of contract execution. CA to be complete by October 2019.

FEE & BILLING INFORMATION

Billing Format

☒ Lump Sum

☐ Hourly, Estimated

☐ Retainer

Total Fee for Limited Professional Services = \$12,650.00



AUTHORIZATION

Limited professional services will be performed in accordance with the attached Terms and Conditions. Authorization by the Client to proceed, whether oral, written or via purchase order or payment constitutes acceptance of the Terms and Conditions of this Proposal, without modification, addition or deletion. No waiver or modification of the Terms and Conditions set forth herein shall be binding upon Architect unless made in writing and signed by Architect's authorized representative.

Submitted By:

Signature:

Name: Brandi Ash Bresser, AIA

Title: Vice President

Date 7/2/2019

Client Authorization:

Signature: _____

Name: _____

Title: _____

Date: _____

Please sign two copies and return one copy to SHP.



AGREEMENT FOR LIMITED PROFESSIONAL SERVICES TERMS AND CONDITIONS

FEES

Unless denoted as Lump Sum, the Professional Service Fees applicable to the Scope of Services as defined herein shall be understood to be an estimate. Where Fees are proposed on an hourly basis, the Architect's rates shall be those prevailing at the time services are rendered per the Schedule below. Reimbursable expenses shall be invoiced with a mark-up of no greater than 15%.

Professional Fee service Schedule

Clerical and Administrative Personnel	\$65/hour
Intern and Production Personnel	\$80/hour
Technical Personnel	\$95/hour
Senior Project Personnel	\$115/hour
Project Leaders	\$140/hour
Associate and Senior Managers	\$165/hour
Principals	\$185/hour
Officers of the Corporation	\$215/hour

BILLINGS/PAYMENTS

No professional services will commence until the retainer has been received and negotiated by Architect. Invoices for services and reimbursable expenses shall be submitted, at the Architect's option, either upon completion of the services or on a monthly basis. Reimbursable expenses, including but not limited to, reasonable travel, lodging, meals and such other expenses shall not be billed against the retainer, if any. Invoices shall be payable within 30 days after the invoice date. A service charge of 1.5% (or the maximum legal rate) per month will be applied to the unpaid balance after 30 days after the invoice date. The Architect shall have the right to suspend/terminate services if payment is not received within 60 days after the invoice date and the Architect shall have no liability for any resultant delays or damages incurred by Client as a result of such suspension/termination. Retainers, if applicable, shall be credited on the final invoice. The Client agrees to pay all costs of collection, including reasonable attorney's fees.

STANDARD OF CARE

In providing services under this Agreement, the Architect will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. The Architect will perform its services as expeditiously as is consistent with professional skill and care and the orderly progress of the Architect's part of the Project. Regardless of any other term or condition of this Agreement, the Architect makes no express or implied warranty of any sort. All warranties, including warranty of merchantability or warranty of fitness for a particular purpose, are expressly disclaimed.

COOPERATION

The Client agrees at all times to cooperate fully with the Architect, and to proceed on the basis of trust and good faith in order to permit the Architect to realize the benefits and interest afforded under the Contracts Documents. The Client shall perform its responsibilities, obligations and services in a manner to facilitate the Architect's timely and efficient performance, and in order to ensure the Architect's knowledge and understanding in all material respects so as to not delay, interfere with or affect the Architect's delivery, standard of care or performance under the Contract Documents.

CONSEQUENTIAL DAMAGES

Notwithstanding any other provision to the contrary, and to the fullest extent permitted by law, neither the Client nor the Architect shall be liable to the other for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or this Agreement. This mutual waiver of consequential damages shall include, but not be limited to, loss of profit, loss of business or income or any other consequential damages that either party may have incurred from any cause of action whatsoever.

EXISTING CONDITIONS

A condition is hidden if concealed by existing finishes or is not capable of investigation by reasonable visual observation. If the Architect has reason to believe that such a condition may exist, the Client shall authorize and pay for all costs associated with the investigation of such a condition. If (1) the Client fails to authorize such investigation after such due notification, or (2) the



Architect has no reason to believe that such a condition exists, the Architect shall not be responsible for the existing conditions or any resulting damages or losses resulting therefrom.

HAZARDOUS MATERIAL/MOLD

The Architect shall have no responsibility for the discovery, presence, handling, removal, disposal or exposure of persons to hazardous materials of any form including mold. The existing or constructed building may, as a result of post-construction, use, maintenance, operation or occupation, contain or be caused to contain mold substances which can present health hazards and result in bodily injury, property damage and/or necessary remedial measures and costs for which the Architect shall have no responsibility.

RISK ALLOCATION

In recognition of the relative risks and benefits of the project to both the Client and the Architect, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Architect and his or her sub Architects to the Client and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of the Architect and his or her subconsultants to all those named shall not exceed the Architect's total fee for services rendered on this project. Such claims and causes include, but are not limited to negligence, professional errors omissions, strict liability, breach of contractor warranty.

To the fullest extent permitted by law, the Architect shall and does agree to hold harmless the Client and their members, officers and employees from and against claims, damages, losses which (a) are caused by or result from performance of the Architect's services hereunder and (b) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to damage to or destruction of property, but (c) only to the extent they are caused by any negligent acts, errors or omissions of the Architect, anyone directly or indirectly employed by the Architect or anyone for whose acts the Architect is legally liable. This Subparagraph is intended to be, and shall be construed as consistent with, and not in conflict with the state code applicable to the location of the project.

TERMINATION OF SERVICES

This agreement may be terminated upon 10 days written notice by either party should the other fail to perform their obligations hereunder. In the event of termination, the Client shall pay the Architect for all services rendered to the date of termination, and all reimbursable expenses.

OWNERSHIP OF DOCUMENTS

All documents produced by the Architect under this Agreement, including electronic files, shall remain the property of the Architect and may not be used by this Client for any other purpose without the written consent of the Architect. Any such use or reuse shall be at the sole risk of Client who, to the extent permitted by law, shall defend, indemnify and hold the Architect and its subconsultants harmless from any and all claims and/or damages arising therefrom. Electronic files are not contract documents and cannot be relied upon as identical to contract documents because of changes or errors induced by translation, transmission, or alterations while under the control of others. Use of information contained in the electronic files is at the user's sole risk and without liability to the Architect and its Architects.

COVENANTS

The Client agrees and recognizes that Architect's professional staff and dedicated Project personnel ("Personnel") are a special and unique asset of Architect, of whom significant investment and resources have been made and incurred, and that during the course of the parties' relationship under this Agreement, the Client or its designee ("Client") will have contact with Architect's Personnel. In consideration of the terms, conditions, payments described and set forth in the Agreement, which consideration shall be deemed independently adequate for this subject covenant, the Client agrees for a period of eighteen (18) months after completion of the Project or the termination of this Agreement, for any reason or no reason, that Client shall not, directly or indirectly, through any person, corporation, firm, or other business entity, induce or attempt to induce or influence any of Architect's Personnel to discontinue or substantially alter their employment or business relationship enjoyed with Architect; in any way interfere with such relationship; or employ, or otherwise engage as an employee, independent contractor or otherwise, any such Personnel of the Architect. This covenant on Client's part shall be construed as an agreement independent of any provision of this Agreement, and the existence of any claim or cause of action of one party against the other party, whether predicated on the Agreement or otherwise, shall not constitute a defense to its enforcement. Further, Client acknowledges and agrees that this covenant shall be governed by the laws of the State of Ohio, irrespective of the Project's locations; other language or terms within the Contract Documents; and, irrespective of conflict of laws principles.

**DEFECTS IN SERVICE**

The Client shall promptly report to the Architect any defects or suspected defects in the Architect's services. The Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all subcontracts at any level to contain a like agreement. Failure by the Client and the Client's contractors or subcontractors to notify the Architect shall relieve the Architect of the Costs of remedying the defects above the sum such remedy would have cost had prompt notifications been given when such defects were first discovered.

CONSTRUCTION ACTIVITIES

The Architect shall not be responsible for the acts or omissions of any person performing any of the Work, for instructions given by the Client or its representative to any one performing any of the Work, for means and methods, or for job-site safety.

DISPUTE RESOLUTION

This Agreement is to be governed by and construed in accordance with the laws of Ohio, without regard to its conflict of law principles. Any action brought under this Agreement shall be brought only in a court of competent jurisdiction located in Brown County, Ohio. The parties consent to the exclusive jurisdiction of such courts, agree to accept service of process by mail, and hereby waive and any jurisdictional or venue defenses otherwise available to them.

RELATIONSHIP OF THE PARTIES

All services provided by Architect are for the sole use and benefit of the Client. Nothing in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Architect.

COMPLIANCE WITH LAWS

The Architect represents that it is in compliance with all applicable equal employment opportunity requirements under law as required by Section 153.59 of the Ohio Revised Code and any other applicable state or federal laws.

The Architect represents that it is familiar with applicable ethics law requirements, including without limitation Sections 102.04 and 3517.13 of the Ohio Revised Code, and is in compliance with such regulations.

APPROVAL OF WORK

The Client shall have the right to reasonably disapprove any portion of the Architect's work that is inconsistent with previous instructions on the Project, including, without limitation, any design work or documents or drawings prepared by the Architect. In the event that any portion of the Architect's work is disapproved by the Client, the Architect shall proceed, when directed by the Client, with corrections to the work, documents or drawings prepared or performed for that Phase to attempt to satisfy the objections. Notwithstanding any provision of this Agreement to the contrary, the Client is not required to perform a review of the Architect's work on the Project, or any information or documents that the Architect submits to the Client for the purpose of identifying faults, defects, errors, omissions, or inconsistencies and the approval of any such work of the Architect by the Client shall not relieve the Architect of the Architect's responsibility for the timely preparation, completeness, and accuracy of such work, documents and information.

ASSISTANCE

The Architect shall assist the Client as needed in the preparation and issuance of Notices of Award and Notices to Proceed, preparation and execution of the Construction Contracts, preparation and issuance of Notices to Surety. The Architect shall participate in the resolution of claims from contractors for additional compensation and equitable adjustment of time.

COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.