

# Architect/Engineer Agreement Form (College Project)

## State of Ohio Professional Services Agreements for Public Facility Construction

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This Agreement is made as of the date set forth below between the State of Ohio, acting by and through the College, and the Architect/Engineer in connection with the Project.

**Project Number:** ESC - 230004  
**Project Name:** Parking Lot #6 Repair and Resurfacing  
**Site Address:** 1973 Edison Drive  
Piqua, Ohio 45356  
Miami County

**Owner ("College"):** Edison State Community College  
**Owner's Representative:** Harold Hitchcock  
**Address:** 1973 Edison Drive  
Piqua, Ohio 45356

**Contracting Authority:** The College above  
**Project Manager:** Harold Hitchcock

**Architect/Engineer ("A/E"):** WDC Group LLC  
**A/E's Principal Contact:** Christopher Widener  
**Address:** 23 South Center Street  
Springfield, Ohio 45502

### ARTICLE 1 - SCOPE OF WORK; CONSTRUCTION BUDGET

**1.1** The A/E shall perform and provide all of the Services described in the Agreement.

**1.1.1** The project delivery method for this Project shall be General Contracting.

**1.1.2** During the Construction Stage, the A/E and appropriate Consultants shall be present at the Site not less than 2 hours per week (excluding travel time to and from the Site) whenever any Work is in preparation or progress, unless otherwise expressly provided in writing by the College.

**1.2** The Construction Budget is \$325,000.

### ARTICLE 2 - COMPENSATION

**2.1** The total compensation for the A/E's Services is **\$37,140**, which includes the sum of **(1)** the Basic Fee, **(2)** Additional Services Fees, and **(3)** Reimbursable Expenses. The College shall pay the total compensation amount to the A/E in exchange for the A/E's proper, timely, and complete performance of the Services.

**2.2** Basic Fee.

**2.2.1** For Basic Services provided by the A/E and all Consultants in accordance with the **A/E Scope of Services** attached as **Exhibit B**, the College shall pay the A/E the Basic Fee of **\$27,370**, which shall not be exceeded without the prior written approval of the College, and an amendment to this Agreement. The Basic Fee is subject to the following allocation:

| Project Stage/Task     | Associated Fee | Portion of Basic Fee |
|------------------------|----------------|----------------------|
| Program Verification   |                | 5%                   |
| Schematic Design       |                | 15%                  |
| Design Development     |                | 15%                  |
| Construction Documents |                | 35%                  |
| Bidding and Award      |                | 5%                   |
| Conformed Documents    |                | 5%                   |
| Construction           |                | 17%                  |
| Closeout Deliverables  |                | 3%                   |
| <b>Total Basic Fee</b> |                | <b>100%</b>          |

**2.3 Additional Services Fees.**

**2.3.1** For Additional Services provided by the A/E and all Consultants, the College shall pay the A/E Additional Services Fees of up to **\$8,770.00**, which shall not be exceeded without the prior written approval of the College, and an amendment to this Agreement. For Additional Services performed by a Consultant, Additional Services Fees shall be based on the Consultant's associated invoices to the A/E, and may include an A/E mark-up of 10% percent. Additional Services Fees are subject to the following allocation:

| Description of Additional Services    | NTE/LS* | Associated Fee  |
|---------------------------------------|---------|-----------------|
| Special Inspections                   |         | N/A             |
| Geotechnical Investigation            |         | N/A             |
| Contract Administration Services      | LS      | \$8,770.00      |
| <b>Total Additional Services Fees</b> |         | <b>8,770.00</b> |

\* NTE = Not to Exceed Amount / LS = Lump Sum

**2.4 Reimbursable Expenses.**

**2.4.1** For Reimbursable Expenses incurred by the A/E and all Consultants, the College shall pay the A/E up to **\$1,000.00**, which shall not be exceeded without the prior written approval of the College, and an amendment to this Agreement. No A/E or Consultant mark-up shall be permitted on Reimbursable Expenses. Reimbursable Expenses are subject to the following allocation:

| Description                         | NTE/LS* | Associated Amount |
|-------------------------------------|---------|-------------------|
| Additional Review Document Printing | NTE     | \$TBD             |
| Plan Approval Fees                  |         | N/A               |
| Stormwater Permit Fees              |         | N/A               |
| Printing Expenses                   | NTE     | \$TBD             |
| <b>Total Reimbursable Expenses</b>  |         | <b>\$1,000.00</b> |

\* NTE = Not to Exceed Amount / LS = Lump Sum

**ARTICLE 3 - KEY PERSONNEL**

**3.1** The A/E's key personnel for the Project are:

**3.1.1** Christopher Widener, Senior Management Lead, Project Design Lead - Architecture;

**3.1.2** Jason Funderburg, Project Management Lead, Construction Contract Administrator;

**3.2** The identities of the A/E's key personnel, and the extent of their participation in performing the A/E's services as identified above, shall not be altered without the College's prior written consent.

**3.3** The A/E shall dismiss from the Project any individual employed by the A/E or Consultant who the College finds, in its sole discretion, to be incompetent, guilty of misconduct, or detrimental to the Project.

**ARTICLE 4 - CONSULTANTS**

**4.1** The A/E's Consultants for the Project are: N/A

**ARTICLE 5 - GENERAL PROVISIONS****5.1 Effectiveness.**

**5.1.1** It is expressly understood by the A/E that none of the rights, duties, and obligations described in the Contract Documents shall be valid and enforceable unless the Director of the Office of Budget and Management first certifies that there is a balance in the College's appropriation not already encumbered to pay existing obligations and until all relevant statutory provisions of the Ohio Revised Code, including ORC Section 126.07, have been complied with, and until such time as all necessary funds are available or encumbered and, when required, such expenditure of such funds is approved by the State Controlling Board, or other applicable approving body.



**5.1.2** In addition, if federal funds are to be used to pay fees and expenses under this Agreement, none of the rights, duties, and obligations contained in this Agreement shall be binding on any party until the College gives the A/E written notice that such funds are available from the College's funding source.

**5.1.3** Subject to **Section 5.1.1**, the Agreement shall become binding and effective upon execution by the College, A/E, and Ohio Attorney General.

**5.1.3.1** If the A/E is a joint venture, **(1)** each individual joint venturer shall **(a)** sign the Agreement in its own name and **(b)** be a party to the Contract, and **(2)** the Contract shall be binding on and apply to all joint venturers jointly and severally.

**5.1.3.2** If the A/E is a limited liability company, which the Contracting Authority reasonably believes to be a special purpose or similar entity, the Contracting Authority may in its discretion require the limited liability company and each member of the limited liability company to **(1)** sign the Agreement in its own name and **(2)** be a party to the Contract. In that case, the Contract shall be binding on and apply to the limited liability company and to all of its members jointly and severally.

**5.1.4** This Agreement may be executed in several counterparts, each of which shall constitute a complete original Agreement, which may be introduced in evidence or used for any other purpose without production of any other counterparts.

## **5.2 Representations.**

**5.2.1** The A/E represents and warrants that it is not subject to an unresolved finding for recovery under ORC Section 9.24. If this representation and warranty is found to be false, the Agreement is void, and the A/E shall immediately repay to the College any funds paid under this Agreement.

**5.2.2** The A/E hereby certifies that neither the A/E nor any of the A/E's partners, officers, directors, shareholders nor the spouses of any such person have made contributions in excess of the limitations specified in ORC Section 3517.13.

**5.2.3** The A/E, by signature on this Agreement, certifies that it is currently in compliance with, and will continue to adhere to, the requirements of Ohio ethics laws and conflict of interest laws and will take no action inconsistent with those laws.

**5.2.4** The A/E affirms to have read and understands Executive Order 2019-12D and shall abide by those requirements in the performance of this Agreement. Notwithstanding any other terms of this Agreement, the State reserves the right to recover any funds paid for services the A/E performs outside of the United States for which it did not receive a waiver. The State does not waive any other rights and remedies provided the State in this Agreement.

**5.2.5** The A/E affirms to have read and understands Executive Order 2022-02D regarding the prohibition of purchases from or investment in a Russian institution or company and shall abide by those requirements in the performance of this Agreement. Notwithstanding any other terms of this Agreement, the State reserves the right to recover any funds paid to the A/E for purchases or investments in a Russian institution or company in violation of this paragraph. The provisions of this paragraph will expire when the applicable Executive Order is no longer effective.

**5.2.6** During the performance of this Agreement, if the A/E changes the location(s) disclosed on the **Affirmation and Disclosure Form** (a page in its **Statement of Qualifications**), the A/E must complete and submit a revised **Affirmation and Disclosure Form**.

**5.2.7** Pursuant to ORC Section 9.76(B), the A/E warrants that it is not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade, including Israel, and will not do so during the term of this Agreement.

## **ARTICLE 6 - ENUMERATION OF DOCUMENTS**

**6.1** This Agreement includes the following documents:

**6.1.1 A/E Standard Terms and Conditions** attached as **Exhibit A**;

**6.1.2 A/E Scope of Services** attached as **Exhibit B**;

**6.1.3 Minimum Stage Submission Requirements** attached as **Exhibit C**;

**6.1.4 Contracting Definitions** attached as **Exhibit D**; and

**TREASURER'S CERTIFICATION**

This signature certifies the amount required to meet the obligation in the fiscal year in which this Agreement is made has been lawfully appropriated for such purpose and is in the treasury or in process of collection to the credit of an appropriate fund free from any previous encumbrances.

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*Signature*

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*Printed Name*  
Chief Financial Officer**SIGNATURES**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth below:

**WDC Group LLC****EDISON STATE COMMUNITY COLLEGE**

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*Signature*

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Christopher R. Widener, FAIA

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*Printed Name*

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Principal

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*Title*

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*Signature*

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*Printed Name*

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*Title***OHIO ATTORNEY GENERAL**

Approval as to Form

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*Signature*

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*Printed Name*

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*Title*

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*Date***END OF DOCUMENT**