

CHIPPEWA LOCAL SCHOOL DISTRICT
Board of Education Regular Meeting
Chippewa Jr/Sr High School Auditorium
Monday, October 14, 2024
6:00 p.m.

MEETING MINUTES

I. OPENING

- A. Call to Order :: Moment of Silence :: Pledge of Allegiance
- B. Present: Mr. DeAngelis, Mrs. Fenn, Mr. Golub, Mr. Mertic, Mr. Schafrath

RESOLUTION 111-24

- C. Upon consideration to approve the minutes from the September 16, 2024 Regular Meeting.

Motion to approve by Mertic and 2nd by Schafrath

Roll Call: DeAngelis yes, Fenn yes, Golub yes, Mertic yes, Schafrath yes **CARRIED**

II. STUDENT RECOGNITION/STAFF RECOGNITION/INTRODUCTION OF GUESTS

- A. Needle Mover – NICK HANN

- B. Students of the Month

CIS

Grade 3: Scarlett Ineman, Chase Mabrey

Grade 4: Sage Gillette, Silas Schreck

Grade 5: Kaleigh Soltis, Harrison Halenar

Grade 6: Evie Klotzle, Kyle Leon

Hazel Harvey

Kindergarten: Aria Longfellow, Canaan Van Zile

Grade 1: Tyler Liggett, Killian Young

Grade 2: Jensen Marshall, Ameliah Wright

III. PUBLIC PARTICIPATION - NONE

IV. CONSIDER APPROVAL OF DONATIONS - NONE

V. TREASURER'S UPDATE & ACTION ITEMS

- A. Treasurer's Comments

- Bond settlement tomorrow, October 15, 2024
- Will set up new account for proceeds
- Auditors on-site next week
- 5 Year Forecast due end of November

VI. SUPERINTENDENT'S UPDATES:

- A. Will begin preparing outside landscaping at CIS to accommodate parking and traffic flow during construction.

VII. SUPERINTENDENT'S AGENDA

RESOLUTION 112-24

A. Upon consideration to approve the hiring of Michelle Fahrney, 3 hour cafeteria float position, 1-year contract, Step 0, per the OAPSE negotiated agreement, for the 2024-2025 school year.

*Retroactive start date: September 24, 2024.

Motion to approve by Golub and 2nd by DeAngelis

Roll Call: DeAngelis yes, Fenn yes, Golub yes, Mertic yes, Schafrath yes **CARRIED**

RESOLUTION 113-24

B. Upon consideration to approve the hiring of Kristy Bailey, 3 hour cafeteria float position, 1-year contract, Step 0, per the OAPSE negotiated agreement, for the 2024-2025 school year.

*Retroactive start date: September 24, 2024.

Motion to approve by Schafrath and 2nd by Mertic

Roll Call: DeAngelis yes, Fenn yes, Golub yes, Mertic yes, Schafrath yes **CARRIED**

RESOLUTION 114-24

C. Upon consideration to approve the hiring of Sarah Young, Paraprofessional, 1-year contract, Step 4, per the OAPSE negotiated agreement, for the 2024-2025 school year.

Motion to approve by Schafrath and 2nd by DeAngelis

Roll Call: DeAngelis yes, Fenn yes, Golub yes, Mertic yes, Schafrath yes **CARRIED**

RESOLUTION 115-24

D. Upon consideration to approve the hiring of Kelly Anderson, Treasurer's Assistant/Payroll, Step 10 of the Administrative Pay Scale, October 21, 2024 through July 31, 2026.

Motion to approve by Schafrath and 2nd by Mertic

Roll Call: DeAngelis yes, Fenn yes, Golub yes, Mertic yes, Schafrath yes **CARRIED**

RESOLUTION 116-24

E. Upon consideration to approve the GMP #1, Early Site Package per Exhibit 2.

Motion to approve by Golub and 2nd by Mertic

Roll Call: DeAngelis yes, Fenn yes, Golub yes, Mertic yes, Schafrath yes **CARRIED**

RESOLUTION 117-24

F. Upon consideration to approve the Document 00 52 23 – Agreement for Construction Manager with Beaver Contractors, Inc. Exhibit 3

Motion to approve by Schafrath and 2nd by Mertic

Roll Call: DeAngelis yes, Fenn yes, Golub yes, Mertic yes, Schafrath yes **CARRIED**

VIII. SUPERINTENDENT'S CONSENT AGENDA

RESOLUTION 118-24

A. Upon consideration to approve the following supplemental contracts for 2024-2025:

Kati Kager	7 th Grade Power of the Pen	2.75%
Kati Kager	8 th Grade Power of the Pen	2.75%
Charles Julian	Varsity Boys Basketball Head Coach	16.00%

Drew Durbin	Varsity Boys Basketball Assistant	8.00%
Josh Egner	Varsity Boys Basketball Volunteer	0.0%
Jeff Ogg	Freshman Basketball	8.00%
Drake Regan	7 th Grade Boys Basketball	7.25%
Glenn Regan	7 th Grade Boys Basketball Volunteer	0.0%
Katie Miller	Varsity Girls Basketball Head Coach	16.00%
Maegan Storad	JV Girls Basketball	8.00%
Katlyn Bush	Varsity Girls Basketball Volunteer	0.00%
Annabel Rodriguez	Freshman Girls Basketball (Shared)	5.00%
Maegan Storad	Freshman Girls Basketball (Shared)	3.00%
Charbea Tetzl	8 th Grade Girls Basketball	7.25%
Laurie Haller	7 th Grade Girls Basketball	7.25%
Michael McMorrow	Varsity Boys Wrestling	10.50%
Hanna Hall	Varsity Girls Wrestling	10.50%
Michelle Ries	Cheerleading HS Basketball	8.00%
Abby Ries	Cheerleading HS Basketball Volunteer	0.00%
Sophie Haynes	Cheerleading HS Basketball Volunteer	0.00%
Mora Miller	Cheerleading 7-8 Grade Basketball	6.25%
Aidan Douglas	Varsity Indoor Track Head Coach Volunteer	0.00%
Shelby Hall	JV Wrestling	5.00%
Coddie Phillips	Varsity Boys Wrestling Assistant	2.75%
William Lockhart	Varsity Girls Wrestling Assistant	2.75%
Samuel Auble	7-8 Wrestling Head	7.25%
Trevelle Forrest	7-8 Wrestling Assistant	2.25%

B. Upon consideration to approve the following classified substitutes, for the 2024-2025 school year.

Greg McKeown	Paraprofessional
Samantha Bontempt	Paraprofessional, Cafeteria, Secretary/Office
Grace Ruch	Paraprofessional
Charlene Whipkey	Paraprofessional, Secretary/Office
Kirstyn Thut	Paraprofessional

C. Upon consideration to approve the following non-bachelor substitute teachers, per the substitute pay rate, for the 2024-2025 school year:

Joyce White	Grace Ruch
Kirstyn Thut	Dianne Hatala

D. Upon consideration to approve the resignation of Charlene Whipkey.

Motion to approve by Schafrath and 2nd by DeAngelis

Roll Call: DeAngelis yes, Fenn yes, Golub yes, Mertic yes, Schafrath yes **CARRIED**

IX. **BOARD DISCUSSION - NONE.**

X. **NEW BUSINESS - NONE**

XI. **EXECUTIVE SESSION**

WHEREAS, a public board of education may hold an executive session only after a majority quorum of this board determines by a roll call vote to hold such a session and only at a regular or special meeting for the purpose of the consideration of any of the following matters:

- A. To consider one or more, as applicable, of the check marked items with respect to a public employee or official:
 - 1. Appointment
 - 2. Employment
 - 3. Dismissal
 - 4. Discipline
 - 5. Promotion
 - 6. Demotion
 - 7. Compensation
 - 8. Investigation of charges/complaints (unless public hearing requested)
- B. To consider the purchase of property for the public purposes or for the sale of property at competitive bidding.
- C. Conferences with an attorney for the public body concerning disputes involving the public body that are the subject of pending or imminent court action.
- D. Preparing for, conducting or reviewing negotiations or bargaining sessions with public employees concerning their compensation or other terms and conditions of their employment
- ✓ E. Matters to be kept confidential by federal law or rules or state statutes
- F. Specialized details of security arrangements where disclosure of the matters discussed might reveal information that could be used for the purpose of committing or avoiding prosecution for a violation of the law

NOW, THEREFORE BE IT RESOLVED that the Chippewa Board of Education, by a majority of the quorum present at this meeting, does hereby declare its intention to hold an executive session on E as listed above.

Motion to approve by Golub and 2nd by Schafrath

Roll Call: DeAngelis yes, Fenn yes, Golub yes, Mertic yes, Schafrath yes **CARRIED**

Time: 6:24 PM

XII. MOTION TO ADJOURN

Motion to adjourn by Mertic and 2nd by Schafrath

Roll Call: DeAngelis yes, Fenn yes, Golub yes, Mertic yes, Schafrath yes **CARRIED**

Time: 6:46 PM

APPROVED: 10-14-2024 Regular Meeting

Hinda H. Fenn

PRESIDENT

DATE: Nov. 4, 2024

Jim W. Hammer

TREASURER



CHIPPEWA

LOCAL SCHOOL DISTRICT

Board of Education Regular Meeting

Chippewa Jr/Sr High School Auditorium

Monday, October 14, 2024

6:00 p.m.

Addendum

Upon consideration to approve the Document 00 52 23 - Agreement for Construction Manager with Beaver Contractors, Inc. Exhibit 3

Motion by: _____ 2nd by: _____
Mr. DeAngelis Mrs. Fenn Mr. Golub Mr. Mertic Mr. Schafrath

Document 00 53 23 - GMP Amendment (K-12 School CM at Risk Project)
State of Ohio Standard Requirements for Public Facility Construction

Agreement Exhibit D

The State of Ohio, acting by and through the President and Treasurer of the School District Board, and the CM enter into this Amendment as of the date set forth below to amend the Contract they entered into as connection with the Project known as:

Project Name: Chippewa Local School District - Intermediate Addition & Renovation
School District Board ("Owner"): Chippewa Local School District
Contracting Authority: Chippewa Local School District – Board of Education
Construction Manager ("CM"): Beaver Constructors Inc.

ARTICLE 1 - CONTRACT SUM AND RELATED ITEMS FOR THIS AMENDMENT

1.1 The Contract Sum is \$376,032.34, which is the sum of the estimated Cost of the Work, plus the CM's Contingency, plus the CM's Fee as follows:

1.1.1 The estimated Cost of the Work is \$361,430.55, which includes all Allowances (if any) and Unit Prices (if any) defined through this Amendment, and is the sum of:

1.1.1.1 CM's Construction Stage Personnel Costs in the amount of \$22,750.00,

1.1.1.2 General Conditions Costs in the amount of \$8,680.55;

1.1.1.2 all Work the CM proposes to provide through Subcontractors in the amount of \$330,000.00;

1.1.1.3 all Self-Performed Work the CM proposes to provide directly or through a CM Affiliated Entity in the amount of \$0.00, which amount does not include any costs accounted for under the CM's Construction Stage Personnel Costs or General Conditions Costs.

1.1.2 The CM's Contingency in the amount of \$7,228.61, which shall not exceed an amount equal to the below-indicated percentage of the associated Cost of the Work as identified in the Agreement:

Scope of Work	CM's Contingency percentage	CM's Contingency amount
GMP #1 Early Site Development	2.0%	\$7,228.61

1.1.3 The CM's Fee in the amount of \$7,373.18, which shall not exceed an amount equal to the below-indicated percentage of the associated sum of the above-identified Cost of the Work plus the above-identified CM's Contingency as identified in the Agreement:

Scope of Work	CM's Fee percentage	CM's Fee amount
GMP #1 Early Site Development	2.0%	\$7,373.18

1.2 Recap of Contract Sum and Related Items:

Compensation Component Description (refer to complete description in the Section of this GMP Amendment referenced below)	Current Amount (before execution of this GMP Amendment)	Increase(Decrease) (amount added to or (deducted from) Current Amount)	Amended Amount (after execution of this GMP Amendment)
1.1 Contract Sum	\$0.00	\$376,032.34	\$376,032.34
1.1.1 Estimated Cost of the Work	\$0.00	\$361,430.55	\$361,430.55
1.1.1.1 Personnel Costs	\$0.00	\$22,750.00	\$22,750.00
Error! Reference source not found. General Conditions Costs	\$0.00	\$8,680.55	\$8,680.55
1.1.1.2 Subcontracted Work	\$0.00	\$330,000.00	\$330,000.00

Chippewa Local School District - Intermediate Addition & Renovation

Compensation Component Description (refer to complete description in the Section of this GMP Amendment referenced below)	Current Amount (before execution of this GMP Amendment)	Increase(Decrease) (amount added to or (deducted from) Current Amount)	Amended Amount (after execution of this GMP Amendment)
1.1.1.3 Self-performed Work	\$0.00	\$0.00	\$0.00
1.1.2 CM's Contingency	\$0.00	\$7,228.61	\$7,228.61
1.1.3 CM's Fee	\$0.00	\$7,373.18	\$7,373.18

1.3 The penal sum of the CM's Bonds shall equal 100 percent of the CM's Total Compensation.

ARTICLE 2 - CONTRACT TIMES

2.1 The Contract Times are the periods established in the following table for the achievement of the associated Milestones:

Construction Stage Milestone(s) to which Liquidated Damages apply	Contract Time	Projected Date (as of the date of this GMP Amendment)
Substantial Completion of all Work	70 days	December 21, 2024
Punch List Milestone(s)	See Contracting Definitions	January 4, 2025

2.1.1 The projected dates listed under "Projected Date (as of the date of this GMP Amendment)" are provided only for convenient reference during the consideration and negotiation of this GMP Amendment. The durations listed under "Contract Time" define the Contract Times and take precedence over the projected dates.

ARTICLE 3 - LIST OF EXHIBITS

3.1 This Amendment is based upon the following documents:

3.1.1 Basis Documents attached as GMP Exhibit A;

(This exhibit includes the Design Intent Statement and a list, which identifies by number, title, and date, all of the Drawings, Specifications, and other documents, upon which the CM relied to prepare this Amendment.)

3.1.2 Assumptions and Clarifications attached as GMP Exhibit B;

(This exhibit includes a complete list of the assumptions and clarifications made by the CM in the preparation of this Amendment, which list is intended to clarify the information contained in the Basis Documents, but is not intended to otherwise modify the Contract.)

3.1.3 Project Estimate attached as GMP Exhibit C;

(This exhibit includes a detailed estimate of the Cost of the Work which (1) allocates the cost of each of item of the Work to labor and materials/equipment organized by trade categories and (2) does not contain a lump-sum estimate for any item other than the CM's Fee and the CM's Contingency. This exhibit is informational only. It is included to provide a tool to evaluate, analyze, and discuss the proposed Contract Sum.)

3.1.4 Project Schedule attached as GMP Exhibit D;

3.1.5 Construction Progress Schedule attached as GMP Exhibit E;

3.1.6 Staffing Plan attached as GMP Exhibit F;

(This exhibit includes the CM's detailed plan for staffing the Project during the Construction Stage and an outline of the qualifications and experience of the CM's proposed project manager and proposed superintendent, including references, unless the CM previously submitted that information and the CM's project manager and superintendent were approved.)

3.1.7 Subcontractor Work Scopes attached as GMP Exhibit G;

(This exhibit includes a detailed scope-of-Work description for each anticipated Subcontract.)

3.1.8 Scope of CM's Self-Performed Work attached as GMP Exhibit H;

(This exhibit includes a detailed scope-of-Work description for all Self-Performed Work the CM proposes to provide itself or through a CM Affiliated Entity if the requirements in the Contract are met; otherwise this scope of

Chippewa Local School District - Intermediate Addition & Renovation

Work will be performed by a Subcontractor.)

- 3.1.9 Schedule of Allowances attached as GMP Exhibit I (if applicable);
(This exhibit includes a complete list and detailed description of all Allowance Items with related measurement and payment terms.)
- 3.1.10 Schedule of Unit Prices attached as GMP Exhibit J (if applicable);
(This exhibit includes a complete list and detailed description of all Unit Price items with related measurement and payment terms.)
- 3.1.11 Schedule of Alternates attached as GMP Exhibit K (if applicable);
(This exhibit includes a complete list and detailed description of all Alternates with related measurement and payment terms.)

SIGNATURES

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

BEAVER CONSTRUCTORS INC.

CHIPPEWA LOCAL SCHOOL DISTRICT

Signature
 John Gaetano

Printed Name
 Vice President

Title

Signature

Printed Name
 School District Board President

Date

Signature

Printed Name
 School District Board Treasurer

TREASURER'S CERTIFICATION

IT IS HEREBY CERTIFIED that the moneys required to meet the obligations of the Board of Education of the Chippewa Local School District under the foregoing Amendment have been lawfully appropriated for such purposes and are in the treasury of the Chippewa Local School District or are in the process of collection to an appropriate fund, free from any previous encumbrance.

Signature

Printed Name
 School District Board Treasurer

END OF DOCUMENT

**Document 00 52 23 - Agreement Form (K-12 School CM at Risk Project)
State of Ohio Standard Requirements for Public Facility Construction**

This Agreement is made as of the date set forth below between the State of Ohio, acting by and through the President and Treasurer of the School District Board, and the Construction Manager in connection with the Project.

Project Name: Chippewa Local School District – Intermediate Addition & Renovation
Site Address: 100 Valley View Road
 Doylestown, OH 44230
 Wayne County

School District Board (“Owner”): Chippewa Local School District
Owner’s Representative: Todd Osborn
Address: 56 N. Portage St.
 Doylestown, OH 44230

Contracting Authority: Chippewa Local School District – Board of Education

Construction Manager (“CM”): Beaver Contractors, Inc.
CM’s Principal Contact: Justin Leonhard
Address: 2000 Beaver Place Ave., SW
 Canton, OH 44706

Architect/Engineer (“A/E”): Garmann Miller Architects & Engineers, Inc.
A/E’s Principal Contact: Ted Musielewicz
Address: 30 Lincoln Street
 Munster, OH 45865

ARTICLE 1 - SCOPE OF WORK; CONSTRUCTION BUDGET; EDGE COMMITMENT

- 1.1 The CM shall perform and provide all of the Work described in the Contract.
- 1.2 The Total Compensation Budget is \$790,950.
- 1.3 The Construction Budget is \$9,250,000.

ARTICLE 2 - PRECONSTRUCTION STAGE COMPENSATION

2.1 The Preconstruction Stage Compensation is \$36,500, which is the sum of (1) the Preconstruction Fee, (2) Preconstruction Stage Personnel Costs, and (3) Preconstruction Stage Reimbursable Expenses. Compensation per building is set forth in the **Compensation Schedule** attached as **Exhibit G**. The Owner shall pay the Preconstruction Stage Compensation to the CM in exchange for the CM’s proper, timely, and complete performance of the Preconstruction Services.

2.2 Preconstruction Fee. The CM’s Preconstruction Fee is \$0 and is subject to the following allocation:

Project Stage/Task	Associated Fee	Portion of Total Fee
Total Preconstruction Fee	\$0	100%

2.3 Preconstruction Stage Personnel Costs. The CM’s Preconstruction Stage Personnel Costs shall not exceed \$36,200, and shall be paid on an hourly basis according to the rates set forth in the **Personnel Costs Rate Schedule** attached as **Exhibit A**.

2.4 Preconstruction Stage Reimbursable Expenses. The CM’s Preconstruction Stage Reimbursable Expenses shall not exceed \$300, and shall be paid according to the **Preconstruction Stage Reimbursable Expenses Schedule** attached as **Exhibit B**.

ARTICLE 3 - CONSTRUCTION STAGE COMPENSATION

3.1 As described in the General Conditions, the parties will establish the Contract Sum, Contract Times, Milestones, and other commercial terms relevant to the Construction Stage through at least one GMP Amendment, the form of which is attached as Exhibit D. Compensation per building is set forth in the Compensation Schedule attached as Exhibit G.

3.2 The CM shall propose the amount of the CM’s Construction Stage Personnel Costs portion of the Cost of the Work as a part of the proposed GMP Amendment; provided, however, that the CM’s Construction Stage Personnel Costs shall not exceed \$409,500 in the aggregate or the below-identified allocations on an individual basis:

Phase	Associated CM’s Construction Stage Personnel Costs Cap
TBD at time of GMP	\$

3.2.1 The CM’s Construction Stage Personnel Costs shall be based upon the rates set forth in the Personnel Costs Rate Schedule attached as Exhibit A.

3.3 The CM shall propose the amount of the General Conditions Costs portion of the Cost of the Work as a part of the proposed GMP Amendment; provided, however, that the General Conditions Costs shall not exceed \$156,250 in the aggregate or the below-identified allocations on an individual basis:

Phase	Associated General Conditions Costs Cap
TBD at time of GMP	\$

3.3.1 A detailed description of the items of Work included in the General Conditions Costs portion of the Cost of the Work is set forth in the General Conditions Costs Description attached as Exhibit C.

3.4 The CM shall propose the amount of the CM’s Contingency as a part of the proposed GMP Amendment; provided, however, that the CM’s Contingency shall not exceed an amount equal to 2.0% of the Cost of the Work identified by the CM in the proposed GMP Amendment.

3.5 The CM shall propose the amount of the CM’s Fee as a part of the proposed GMP Amendment; provided, however, that the CM’s Fee shall not exceed an amount equal to the below-indicated percentage of the associated Cost of the Work plus the CM’s Contingency, both as identified by the CM in the proposed GMP Amendment:

Phase	CM’s Fee percentage
All Phases of Work	2.0%

3.6 If the parties cannot agree on a Contract Sum, the Contracting Authority may terminate the Contract for convenience. If the Contracting Authority thereafter decides to pursue the Project using the Multiple-Prime Contract with Construction Manager Adviser project-delivery method and to enter into a related construction-management agreement with the CM, the CM’s Fee under that contract shall not exceed 1.5%. The Contracting Authority is not obligated to offer or enter into a Construction Manager Adviser contract with the CM for the Project.

ARTICLE 4 - KEY PERSONNEL

4.1 The CM’s key personnel for the Project are:

- 4.1.1 Justin Leonhard, Project Executive;
- 4.1.2 Garrett Mong, Project Manager;
- 4.1.3 Curt Meffert, Superintendent
- 4.1.4 Katie Woodhall, Safety Director
- 4.1.5 Lucas Kelley, Project Engineer

4.2 The CM’s key personnel are authorized to act on the CM’s behalf with respect to the Project and all matters concerning the Project.

ARTICLE 5 - CONSULTANTS

5.1 The CM's Consultants for the Project are:

5.1.1 none

5.2 The CM may provide a portion of the Work through one or more Consultants, provided, however, the CM will remain responsible for all duties and obligations of the CM under the Contract.

5.2.1 If the CM engages a Design-Assist Firm, that entity (1) will be considered a Consultant under the Contract during the Preconstruction Stage and (2) before that entity performs any Work during the Construction Stage, it shall be subject to all Applicable Law and Contract provisions concerning the prequalification, bidding, selection, and engagement of Subcontractors and shall enter into a Subcontract with the CM.

5.3 By appropriate written agreement, the CM shall require each Consultant, to the extent of the Consultant's portion of the Work, to be bound to the CM by the terms of the Contract, and to assume toward the CM all of the obligations and responsibilities which the CM assumes toward the Contracting Authority and Owner.

5.3.1 The CM shall not retain any Consultant on terms inconsistent with the Contract.

5.3.2 All agreements between the CM and a Consultant shall identify the School District Board and Commission as the agreement's intended third-party beneficiaries.

5.3.3 The Contracting Authority's receipt and approval of a copy of the agreement between the CM and a Consultant is a condition precedent to the Owner's obligation to pay the CM on account of the Consultant's services.

5.4 The Owner has no obligation to pay or see to the payment of money to any Consultant except as otherwise required under Applicable Law.

5.5 The CM shall obtain the Contracting Authority's written approval before engaging a ny Consultant not named above. The CM shall not employ any Consultant against whom the Contracting Authority has a reasonable objection. The Contracting Authority's approval or disapproval of any Consultant, however, will not relieve the CM of the CM's full responsibility for the performance of the Work.

5.6 The CM shall not remove any Consultant from the Project or reduce the extent of any Consultant's participation in the Work without the Contracting Authority's prior written consent. The CM shall not permit any Consultant to replace any previously identified team member except with the Contracting Authority's prior written consent unless the Consultant ceases to employ that person. On notice from the Contracting Authority, the CM shall immediately and permanently remove from the Project any Consultant or person under a Consultant's control whose performance is not satisfactory to the Contracting Authority.

5.7 The Contracting Authority may communicate with any Consultant either through the CM or directly with the Consultant, but the Contracting Authority may not modify the contract between the CM and any Consultant.

5.8 The CM hereby assigns to the Contracting Authority each Consultant's agreement provided that the assignment is effective only after the Contracting Authority terminates the Contract and only for those agreements which the Contracting Authority accepts by notifying the Consultant and CM in writing. The Contracting Authority may re-assign accepted agreements.

ARTICLE 6 - GENERAL PROVISIONS

6.1 Escalation of Personnel Cost Rates.

6.1.1 The CM may adjust the rates set forth in the **Personnel Costs Rate Schedule** attached as **Exhibit A** in accordance with the CM's normal salary-review practices, but (1) not before the date one year after the date of the Agreement, (2) not more than once in any one-year period thereafter, and (3) not in excess of five percent per annual increase.

6.1.2 No rate increase will (1) apply to any Work performed before the Contracting Authority receives written notice of the increase from the CM, or (2) result in an increase in a previously established fixed or not-to-exceed fee such as under (a) Sections 2.3 and 3.2 of this Agreement, (b) a GMP Amendment, or (c) as the parties may agree upon from time to time in connection with all or any part of the Work.

6.2 Effectiveness.

6.2.1 It is expressly understood by the CM that none of the rights, duties, and obligations described in the Contract Documents shall be valid and enforceable unless the Treasurer of the School District first certifies that there is a balance in the School District's treasury or are in the process of collection to an appropriate fund, free from any previous encumbrance.

6.2.2 Subject to **Section 6.2.1**, the Contract shall become binding and effective upon execution by the School District Board and the CM, subject to approval of the Commission.

6.2.2.1 If the CM 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, Performance Bond, and Payment Bond shall be binding on and apply to all joint venturers jointly and severally.

6.2.2.2 If the CM 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, the Performance Bond, and the Payment Bond shall be binding on and apply to the limited liability company and to all of its members jointly and severally.

6.2.3 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.

6.3 Representations.

6.3.1 The CM 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 Contract is void, and the CM shall immediately repay to the Owner any funds paid under this Contract.

6.3.2 The CM hereby certifies that neither the CM nor any of the CM'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.

6.3.3 The CM, 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.

6.3.4 The CM affirms to have read and understands Executive Order 2019-12D and shall abide by those requirements in the performance of this Contract. Notwithstanding any other terms of this Contract, the State reserves the right to recover any funds paid for services the CM 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 Contract.

6.3.5 The CM 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 Contract. Notwithstanding any other terms of this Contract, the State reserves the right to recover any funds paid to the CM 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.

6.3.6 During the performance of this Contract, if the CM changes the location(s) disclosed on the **Affirmation and Disclosure Form** (a page in its **Statement of Qualifications**), the CM must complete and submit a revised **Affirmation and Disclosure Form**.

6.3.7 Pursuant to ORC Section 9.76(B), the CM 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 Contract.

ARTICLE 7 - ENUMERATION OF DOCUMENTS

7.1 The Contract Documents constitute the substance of the Contract, and include this Agreement, the GMP Documents, final Drawings, final Specifications, Addenda if any, **Contracting Definitions, General Conditions, Project Manual, and Modifications** if any.

7.2 This Agreement includes the following documents:

7.2.1 Personnel Costs Rate Schedule attached as **Exhibit A**;

7.2.2 Preconstruction Stage Reimbursable Expenses Schedule attached as **Exhibit B**;

7.2.3 General Conditions Costs Description attached as **Exhibit C**;

Chippewa Local School District – Intermediate Addition & Renovation

7.2.4 GMP Amendment form attached as Exhibit D;

7.2.5 Supplementary Conditions attached as Exhibit E.

SIGNATURES

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

(CM AT-RISK)

CHIPPEWA LOCAL SCHOOL DISTRICT - BOARD OF EDUCATION

Signature

Linda N. Fenn
Linda Fenn, President

Printed Name

Oct. 14, 2024
Date

Title

Ira Hamman, Treasurer

Date

Date

TREASURER'S CERTIFICATION

IT IS HEREBY CERTIFIED that the moneys required to meet the obligations of Chippewa Local School District - Board of Education under the foregoing Agreement have been lawfully appropriated for such purposes and are in the treasury of the Chippewa Local School District or are in the process of collection to an appropriate fund, free from any previous encumbrance.

Ira Hamman, Treasurer

END OF DOCUMENT