

# AIA® Document B102® – 2017

## **Standard Form of Agreement Between Owner and Architect** *without a Predefined Scope of Architect's Services*

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

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

Thomas Hitchcock, P.E., P.S.  
Safety – Service Director  
City of Celina  
225 N. Main Street  
Celina, Ohio 45822

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

Mull & Weithman Architects, Inc.  
4525 Indianola Avenue  
Columbus, Ohio 43214  
Telephone Number: 614-267-6960  
Fax Number: 614-267-6978

for the following (hereinafter referred to as "the Project"):  
*(Insert information related to types of services, location, facilities, or other descriptive information as appropriate.)*

City of Celina – Fire Department  
Fire Station Feasibility Study

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. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

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### ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

§ 1.1 The Architect shall provide the following professional services:

*(Describe the scope of the Architect's services or identify an exhibit or scope of services document setting forth the Architect's services and incorporated into this document in Section 9.2.)*

See "Exhibit A"

§ 1.1.1 The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 1.2 The Architect shall perform its services 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.

§ 1.3 The Architect identifies the following representative authorized to act on behalf of the Architect with respect to the Project.

*(List name, address, and other contact information.)*

Joe Weithman, AIA  
4525 Indianola Avenue  
Columbus, Ohio 43214  
Telephone Number: 614-267-6960  
Fax Number: 614-267-6978

Email Address: jcw@mw-architects.com

§ 1.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 1.5 The Architect shall maintain the following insurance until 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 6.2.3.

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§ 1.5.1 Commercial General Liability with policy limits of not less than One Million Dollars (\$1,000,000.00) for each occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate for bodily injury and property damage.

§ 1.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars (\$ 1,000,000.00 ) 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.

§ 1.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 1.5.1 and 1.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 1.5.4 Workers' Compensation at statutory limits.

§ 1.5.5 Employers' Liability with policy limits not less than One Million Dollars (\$ 1,000,000.00 ) each accident, One Million Dollars (\$ 1,000,000.00 ) each employee, and One Million Dollars (\$ 1,000,000.00 ) policy limit.

§ 1.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million Dollars (\$ 1,000,000.00 ) per claim and Two Million Dollars (\$ 2,000,000.00 ) in the aggregate.

§ 1.5.7 **Additional Insured Obligations.** If requested by the Owner, to the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. 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.

§ 1.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 1.5.

## ARTICLE 2 OWNER'S RESPONSIBILITIES

§ 2.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for 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.

§ 2.2 The Owner identifies the following representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

*(List name, address, and other contact information.)*

Thomas Hitchcock, P.E., P.S., Safety – Service Director  
City of Celina  
225 N. Main Street  
Celina, Ohio 45822

§ 2.3 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 furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of

the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 2.4 The Owner shall furnish all 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.

§ 2.5 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.

§ 2.6 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 3 COPYRIGHTS AND LICENSES

§ 3.1 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.

§ 3.2 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.

§ 3.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for the purposes of evaluating, 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 due pursuant to Article 5 and Article 6. 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 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 5.4, the license granted in this Section 3.3 shall terminate.

§ 3.3.1 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 3.3.1. The terms of this Section 3.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 5.4.

§ 3.4 Except for the licenses granted in this Article 3, 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.

§ 3.5 Except as otherwise stated in Section 3.3, the provisions of this Article 3 shall survive the termination of this Agreement.

### ARTICLE 4 CLAIMS AND DISPUTES

#### § 4.1 General

§ 4.1.1 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 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 4.1.1.

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§ 4.1.2 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 A201–2017, General Conditions of the Contract for Construction. 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.

§ 4.1.3 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 5.7.

## § 4.2 Mediation

§ 4.2.1 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.

§ 4.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, 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. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 4.2.3 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.

§ 4.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 4.2, the method of binding dispute resolution shall be the following:

*(Check the appropriate box.)*

☒ [ X ] Arbitration pursuant to Section 4.3 of this Agreement

☐ [ ] 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.

## § 4.3 Arbitration

§ 4.3.1 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 this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 4.3.1.1 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.

§ 4.3.2 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.

§ 4.3.3 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.

#### § 4.3.4 Consolidation or Joinder

§ 4.3.4.1 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).

§ 4.3.4.2 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.

§ 4.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 4.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 4.4 The provisions of this Article 4 shall survive the termination of this Agreement.

### ARTICLE 5 TERMINATION OR SUSPENSION

§ 5.1 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.

§ 5.2 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. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 5.3 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.

§ 5.4 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.

§ 5.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

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§ 5.6 If the Owner terminates this Agreement for its convenience pursuant to Section 5.5, or the Architect terminates this Agreement pursuant to Section 5.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 5.7 In addition to any amounts paid under Section 5.6, if the Owner terminates this Agreement for its convenience pursuant to Section 5.5, or the Architect terminates this Agreement pursuant to Section 5.3, 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:

\$5,000.00

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

\$10,000.00

§ 5.8 Except as otherwise expressly provided herein, this Agreement shall terminate  
*(Check the appropriate box.)*

☒ One year from the date of commencement of the Architect's services

☐ One year from the date of Substantial Completion

☐ Other

*(Insert another termination date or refer to a termination provision in an attached document or scope of service.)*

If the Owner and Architect do not select a termination date, this Agreement shall terminate one year from the date of commencement of the Architect's services.

§ 5.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 3 and Section 5.7.

## ARTICLE 6 COMPENSATION

§ 6.1 The Owner shall compensate the Architect as set forth below for services described in Section 1.1, or in the attached exhibit or scope document incorporated into this Agreement in Section 9.2.

*(Insert amount of, or basis for, compensation or indicate the exhibit or scope document in which compensation is provided for.)*

Seventy Thousand Dollars - \$70,000.00

### § 6.2 Compensation for Reimbursable Expenses

§ 6.2.1 Reimbursable Expenses are in addition to compensation set forth in Section 6.1 and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, 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;

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- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and
- .12 Other similar Project-related expenditures.

§ 6.2.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten percent ( 10 %) of the expenses incurred. We have included a Reimbursable Allowance of \$5,000.00 in the overall Fee Proposal. "See Exhibit A" This is in addition to the Base Fee as described in Section 6.1, above.

Any additional reimbursables requested exceeding this \$5,000.00 will require prior written authorization by the Owner.

§ 6.2.3 **Architect's Insurance.** If the types and limits of coverage required in Section 1.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

*(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 1.5, and for which the Owner shall reimburse the Architect.)*

## § 6.3 Payments to the Architect

### § 6.3.1 Initial Payments

§ 6.3.1.1 An initial payment of ( \$ ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. No Initial Payment is required.

### § 6.3.2 Progress Payments

§ 6.3.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty ( 30 ) 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.)*

One % 1

§ 6.3.2.2 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.

§ 6.3.2.3 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

## ARTICLE 7 MISCELLANEOUS PROVISIONS

§ 7.1 This Agreement shall be governed by the law of the 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 4.3.

§ 7.2 Except as separately defined herein, terms in this Agreement shall have the same meaning as those in AIA Document A201™-2017, General Conditions of the Contract for Construction.

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§ 7.3 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.

§ 7.4 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.

§ 7.4.1 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 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.

§ 7.5 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to 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.

§ 7.6 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.

§ 7.7 Unless otherwise required in this Agreement, 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.

§ 7.8 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 7.8 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 5.4.

§ 7.9 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 7.9.1. This Section 7.9 shall survive the termination of this Agreement.

§ 7.9.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 7.9.

§ 7.10 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.



## ARTICLE 8 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

*(Include other terms and conditions applicable to this Agreement.)*

## ARTICLE 9 SCOPE OF THE AGREEMENT

§ 9.1 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.

§ 9.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B102™-2017, Standard Form 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.)*

Not Applicable

- .3 Exhibits:  
*(Check the appropriate box for any exhibits incorporated into this Agreement.)*

☐ AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:  
*(Insert the date of the E204-2017 incorporated into this Agreement.)*

☒ Other Exhibits incorporated into this Agreement:  
*(Clearly identify any other exhibits incorporated into this Agreement.)*

Fee Proposal	"Exhibit A"
General Liability Insurance	"Exhibit B"
Automobile Liability Insurance	"Exhibit B"
Workers Compensation Coverage	"Exhibit C"
Professional Liability Insurance	"Exhibit D"

- .4 Other documents:  
*(List other documents, including the Architect's scope of services document, hereby incorporated into the Agreement.)*

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

OWNER (Signature)

Thomas Hitchcock, P.E., P.S. Safety – Service  
Director

*(Printed name and title)*

ARCHITECT (Signature)

Joe Weithman, AIA, President, Mull & Weithman  
Architects, Inc.

*(Printed name, title, and license number, if required)*

Init.

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User Notes:

(2000844594)

## Additions and Deletions Report for

AIA® Document B102® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 17:11:15 ET on 04/19/2024.

### PAGE 1

Thomas Hitchcock, P.E., P.S.  
Safety – Service Director  
City of Celina  
225 N. Main Street  
Celina, Ohio 45822

...

Mull & Weithman Architects, Inc.  
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Telephone Number: 614-267-6960  
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...

City of Celina – Fire Department  
Fire Station Feasibility Study  
**PAGE 2**

See "Exhibit A"

...

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Email Address: jcw@mw-architects.com  
**PAGE 3**

§ 1.5.1 Commercial General Liability with policy limits of not less than ~~(\$→)One Million Dollars (\$1,000,000.00)~~ for each occurrence and ~~(\$→)Two Million Dollars (\$2,000,000.00)~~ in the aggregate for bodily injury and property damage.

§ 1.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars (\$ 1,000,000.00 ) 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.

...

§ 1.5.5 Employers' Liability with policy limits not less than One Million Dollars (\$ 1,000,000.00 ) each accident, One Million Dollars (\$ 1,000,000.00 ) each employee, and One Million Dollars (\$ 1,000,000.00 ) policy limit.

§ 1.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million Dollars (\$ 1,000,000.00 ) per claim and Two Million Dollars (\$ 2,000,000.00 ) in the aggregate.

...

Thomas Hitchcock, P.E., P.S., Safety – Service Director  
City of Celina  
225 N. Main Street  
Celina, Ohio 45822  
**PAGE 5**

☒ [ X ] Arbitration pursuant to Section 4.3 of this Agreement  
**PAGE 7**

\$5,000.00

...

\$10,000.00

...

☒ [ X ] One year from the date of commencement of the Architect's services

...

Seventy Thousand Dollars - \$70,000.00  
**PAGE 8**

§ 6.2.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten percent ( 10 %) of the expenses incurred. We have included a Reimbursable Allowance of \$5,000.00 in the overall Fee Proposal. "See Exhibit A" This is in addition to the Base Fee as described in Section 6.1, above.  
Any additional reimbursables requested exceeding this \$5,000.00 will require prior written authorization by the Owner.

...

§ 6.3.1.1 An initial payment of ( \$ ) 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.~~ No Initial Payment is required.

...

§ 6.3.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty ( 30 ) 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.

...

One % 1

Not Applicable

...

☒ Other Exhibits incorporated into this Agreement:  
(Clearly identify any other exhibits incorporated into this Agreement.)

Fee Proposal	"Exhibit A"
General Liability Insurance	"Exhibit B"
Automobile Liability Insurance	"Exhibit B"
Workers Compensation Coverage	"Exhibit C"
Professional Liability Insurance	"Exhibit D"

...


Thomas Hitchcock, P.E., P.S. Safety – Service  
Director

Joe Weithman, AIA, President, Mull & Weithman  
Architects, Inc.

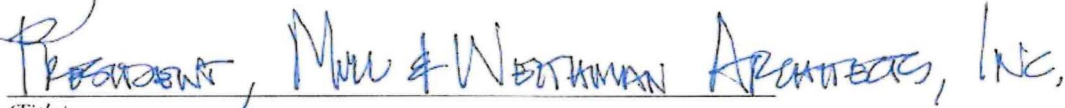
## Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Joseph C. Weithman, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 17:11:15 ET on 04/19/2024 under Order No. 4104243102 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B102™ – 2017, Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)



(Title)



(Dated)





11 March 2024

City of Celina  
225 N. Main Street  
Celina, Ohio 45822

Attention: Thomas Hitchcock, P.E., P.S.  
Safety – Service Director

RE: Fire Station– Feasibility Study Proposal

Dear Tom,

We would like to thank you for considering Mull & Weithman Architects Inc. / Buehrer Group Architecture & Engineering, Inc., as part of your team for your upcoming project for the City of Celina. We are pleased to submit this Proposal for your review. This proposal outlines the scope for Architectural / Engineering services relative to the Celina Fire Department – Feasibility Study.

#### **PROJECT UNDERSTANDING**

The Celina Fire Department is housed in a proud “Richardsonian Romanesque” building that was originally built in 1890, as the home for the Celina City Hall, located at 202 North Main Street. After City Hall outgrew the facility, it was moved to a new structure across Main Street. Over the years, and after multiple additions and renovations, the facility has grown into a shared facility that also houses the Celina Municipal Court and serves as the Celina Police Department’s Dispatch Call Center. The additions have included infilling the space between the original structure and a single-story structure to the north. These house the bulk of the fire stations apparatus bays with the exception of two bays in the original structure that house EMS squads that respond to the south on to East Livingston Street. Given the age of the existing facility, it is in fairly good condition and has incredible potential! The concern moving forward is evaluating what financial resources it would take to convert the existing facility into a modern-day, functional, safe environment, for the Fire Department and the City of Celina. Among the major challenges will be current code requirement issues, electrical and mechanical systems, technology support, the existing construction techniques and the various floor levels developed over the years, hazardous material abatement, appropriate infrastructure, and additional site related challenges.

It is understood that while remodeling and / or additions will extend the functional life of the existing facility, the City wants to take a step back and look at the pros and cons of the required renovation including the associated expenses and limitations of the existing facility and site, in comparison to looking at a new, free-standing facility in a different location. A couple potential sites for a new facility have been identified, and this study will evaluate them for the department’s relocation. These evaluations will be based on Site Selection Criteria and individual Site Evaluations, as discussed in our RFP response.

## **PROJECT SCOPE / PROJECT GOALS**

The Project Scope & Project Goals of this study are summarized as follows:

1. Programming efforts will analyze the shortfalls of the existing facility and identify the spaces required to make the facility into a functional, modern-day fire facility that will serve the needs of the City and its citizens for the next 50+ years. We call this Program Verification or right sizing of the Program.
2. Study potential additions / renovations to the existing fire station, based on the established program and the associated relative Order of Magnitude Cost Estimate to complete the project.
3. Study the creation of a new fire station on an alternate site(s) and the associated Order of Magnitude Cost Estimate.
4. Identify and present the Pros and Cons of each approach for the City's consideration.

It should be noted that the City of Celina recognizes the importance of the role that both the building design and departmental procedures (SOP's) can play in the prevention of cancer and the promotion of health & wellness of all City staff. The new facility and the Assessment will be provided with this priority in mind.

## **BASIC SERVICES**

To accomplish these Project Goals, we will provide the following Basic Services:

- Department Understanding.
- Programming / Program Verification. We will develop the Program of Requirements outlining the various spaces and attributes of each space required for the new station, living quarters, and administrative offices.
- Site Analysis. Two Options – Existing facility and the relocation of the Department to an alternate site.
- Schematic Design. Two Options – Existing facility and new facility.
- Budget Development. One for each option.
- Summary Narrative.

The following detailed tasks are anticipated as part of this feasibility study:

## **DEPARTMENT UNDERSTANDING**

1. Existing Facility Assessment
  - Tour of the existing fire station.
  - Inventory of existing vehicles, apparatus, and equipment. It is assumed the fire department will provide detailed information on existing vehicles and equipment for our use.
  - Photographic documentation.
  - Fire Department surveys and follow up meeting to review the results.
  - Interviews with key personnel.
  - Review with Fire and City Administration.
2. Review of current response by type and location. (existing and anticipated)
3. Relevant Station Tours with Public Safety and Fire personnel. (2 days included)

## **PROGRAMMING**

1. Determination of spaces required for Department operations based on information gathered during Department Understanding phase (Operations based Design).
2. "Conceptual Space Needs Outline" of spaces to be included for the facility.
3. Space diagrams including operational requirements and space attributes.
4. Building diagrams including the required spaces corresponding to the sites.

## **SITE ANALYSIS**

1. Site Analysis for each site including studying the new facility with respect to;
  - Size of parcel
  - Road Frontage & Access
  - Apparatus and POV circulation / separation
  - Security considerations
  - Response Time
  - Shape of lot
  - Topographical concerns
  - Zoning issues
  - Potential public reaction
  - Utilities and Drainage considerations
  - Historical considerations
2. Site Concept sketches and diagrams.

## **SCHEMATIC DESIGN**

1. Preliminary Code review and analysis. (Each Option)
2. Preliminary Site Plan drawing showing proposed building location on the site. (Each Option)
3. Floor Plan showing layout and circulation through the facility. (Each Option)
4. 3-Dimensional Rendering views from exterior. (Each Option)
5. Exterior 3D fly-by model of building & site. (Each Option)

## **BUDGET**

Budget / Cost analysis based on preliminary schematic design including;

- Projected Hard Costs – Estimated Construction Cost with Contingency. Based on historical construction cost per square foot, adjusted for inflation. (Each Option)
- Projected Soft Costs – Working collaboratively with the City, the design team will attempt to identify appropriate soft costs for the project, and when information is not yet available or identifiable, the design team and the city will work together to establish allowances (as realistic as possible) to carry in the overall project budget. (Each Option)

## **SUMMARY**

1. Summary document based upon information gathered regarding the Department operations, Site Analysis, Facility Options, and Budget requirements. A broad overview summary of the existing buildings' condition & future expenses required to prolong the facilities' useful life will be provided for analysis of the city. Summary document for the Optional new facility on the alternate site.
2. Final presentation of Program and Designs.
3. It should be noted that the feasibility studies deliverables will provide the framework for marketing materials for public education & outreach.

## OPTIONAL SERVICES

The following services are recommended and should be performed prior to finalizing the decision on which of the above options are selected. It should be noted that this package can be performed without engaging these services, however there is the risk of additional design services or additional project costs based on the findings of these studies.

1. Geotechnical Investigation (Soils Report).
2. Phase I Environmental Assessment.
3. Existing Building Survey (Asbestos).
4. Site Boundary, Topographic, and Utility Survey.

These services can be acquired directly by the City of Celina or included with services provided by Mull & Weithman. Whichever approach is chosen, Mull & Weithman Architects can assist the City with procuring these services, if requested.

## COST OF SERVICES

The fee listed below is an estimated amount based on the preliminary Project Scope and assuming typical design circumstances. The values are based on the standard hourly billing rates for Mull & Weithman Architects and the Buehrer Group.

### Existing Building / Site

Department Understanding -	
Programming / Programming Verification / Site Analysis	\$ 12,500.00
Schematic Design	\$ 15,000.00
Structural review of existing buildings	\$ 2,500.00
MEP Systems review of existing buildings	\$ 3,500.00
Budget Development (Allowance – GC / CMAR)	\$ 8,500.00

### Potential Alternate Sites

Site Analysis per Site	\$ 2,500.00
Department Understanding Programming	Covered in Fee Above
Schematic Design - Alternate Site Evaluation / Each Additional Site	\$ 3,500.00
Schematic Design - Building Site	\$ 18,000.00
Budget Development - Based on Historical Cost / SF	\$ 1,500.00

<u>Summary</u>	<u>\$ 2,500.00</u>
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<b>Total Cost of Services</b>	<b>\$ 70,000.00</b>
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## REIMBURSIBLE EXPENSES

Fees based upon the amount of work completed will be billed monthly, along with the following reimbursable expenses if incurred:

Delivery, courier, and shipping charges.

Reprographic services.

Mileage.

Additional renderings or models as requested by the Owner.

We recommend a Reimbursable Allowance of **\$ 5,000.00** be included in the overall project design services budget. The above-listed reimbursables would be billed at the actual cost plus 10%. Any additional reimbursables requested outside the above-listed items will require prior written authorization of the Owner.

## ADDITIONAL SERVICES

Should they be required, Additional Services will be invoiced based on our Standard Hourly Billing Rates:

Principal	\$ 185/ Hr
Architect II	\$ 160/ Hr
Architect I	\$ 120/ Hr
Intern/Architect	\$ 95/ Hr
Technician	\$ 85/ Hr
Clerical	\$ 65/ Hr

## BILLING

As services are performed, invoices will be submitted monthly by the Architect to the Client. All invoices not paid in full will be assessed interest at the rate of 1% per month. Allowances, Consultants fees, and reimbursable expenses are invoiced at the actual cost plus 10%.

In the event of termination of this Agreement by either party, the Client shall within fifteen (15) calendar days of termination pay the Architect for all services rendered and all reimbursable costs incurred by the Architect up to the date of termination, in accordance with the payment provisions of this agreement.

The client may terminate this Agreement for the Client's convenience and without cause upon giving the Architect not less than seven (7) calendar day's written notice.

## COPYRIGHT & PHOTOGRAPHY

The drawings, specifications, and other contract documents prepared by Mull & Weithman Architects, Inc. are protected by copyright laws and are the property of Mull & Weithman Architects, Inc., and its consultants. From time to time, we will take photographs of this project. These photographs will be utilized strictly for the promotional purposes of Mull & Weithman Architects, Inc. Your identification, the exact project location, and project cost information will not be published without your authorization. Similarly, because the copyright of the design is owned by Mull & Weithman Architects, Inc., any public use of any photographic or other visual reproduction of the design should be credited to Mull & Weithman Architects, Inc.



## CONDITIONS

To the maximum extent permitted by law, the Client agrees to limit Mull & Weithman Architects, Inc. liability for the client's damages to the sum of the professional design fees. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

To resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and the Architect agree that all disputes between them arising out of or relating to this Agreement, or the Project shall be submitted to nonbinding mediation unless the parties mutually agree otherwise. The Client and the Architect further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between parties to all those agreements.

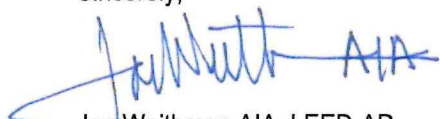
Mull & Weithman Architects, Inc. are not responsible for site conditions, field conditions, or existing conditions, all of which may change the scope and/or cost of your project. Your signature of approval on the attached copy of this agreement, returned to our office, indicates your acceptance of these conditions and for us to proceed with the work as directed.

Environmental Analysis. Hazardous Materials Indemnity. The Client agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, partners, employees and consultants (collectively, Consultant) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of the Consultant.

In the absence of a signed contract, this proposal shall be considered valid upon any verbal or written directive by the owner to commence with any services outlined in this document.

Again, we would like to express our appreciation for the opportunity to provide this proposal for your project. If you have any questions regarding this proposal, please do not hesitate to contact our office.

Sincerely,



Joe Weithman AIA, LEED-AP  
President  
*mull & weithman architects, inc.*



100 Erie Ins. Pl. • Erie, PA 16530

CAN0111 D

# CERTIFICATE OF INSURANCE

- THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY -

CERTIFICATE HOLDER COPY

NAME AND NUMBER OF AGENCY THE GRAHAM INSURANCE AGENCY 1180 LEXINGTON AVE MANSFIELD, OH 44907-2254	GG1138 419-756-0818	DATE ISSUED 08/23/2023	NAME AND ADDRESS OF CERTIFICATE HOLDER  MULL & WEITHMAN 4525 INDIANOLA AVE COLUMBUS OH 43214-
NAME AND ADDRESS OF NAMED INSURED  MULL & WEITHMAN ARCHITECTS INC MULL & WEITHMAN ARCHITECTS 4525 INDIANOLA AVE COLUMBUS OH 43214-2289			

This is to certify that policies, as indicated by Policy Number below, are in force for the Named Insured at the time that the certificate is being issued.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS OF INSURANCE		
GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY OCCURRENCE FORM GEN'L AGGREGATE LIMIT APPLIES PER: POLICY	Q462190150	10/21/2023	10/21/2024	EACH OCCURRENCE	\$	1000000
				FIRE DAMAGE (Any one premises)	\$	1000000
				MED EXP (Any one person)	\$	5000
				PERSONAL & ADV INJURY	\$	1000000
				GENERAL AGGREGATE	\$	2000000
				PRODUCTS-COMP/OP AGG	\$	2000000
AUTOMOBILE LIABILITY ANY AUTO (OWNED, HIRED, NON-OWNED)	Q097730098	09/27/2023	09/27/2024	BODILY INJURY (EACH PERSON)	\$	
				BODILY INJURY (EACH ACCIDENT)	\$	
				PROPERTY DAMAGE	\$	
				BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$	1000000
				EACH OCCURRENCE		
				AGGREGATE		
				STATUTORY		
				BODILY INJURY BY	ACCIDENT DISEASE DISEASE	\$ \$ \$
						EACH ACCIDENT POLICY LIMIT EACH EMPLOYEE

## DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

LIMITED EMPLOYERS LIABILITY COVERAGE	BODILY INJURY BY ACCIDENT	\$ 500000	EACH ACCIDENT
	BODILY INJURY BY DISEASE	\$ 500000	EACH EMPLOYEE
	BODILY INJURY BY DISEASE	\$ 1000000	AGGREGATE

**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.

**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).

THIS CERTIFICATE IS ISSUED FOR INFORMATION PURPOSES ONLY AND CONFERS NO RIGHTS ON THE CERTIFICATE HOLDER. IT DOES NOT AFFIRMATIVELY OR NEGATIVELY LIST, AMEND, EXTEND OR OTHERWISE ALTER THE TERMS, EXCLUSIONS AND CONDITIONS OF INSURANCE COVERAGE CONTAINED IN THE POLICY(IES) INDICATED ABOVE. THE TERMS AND CONDITIONS OF THE POLICY(IES) GOVERN THE INSURANCE COVERAGE AS APPLIED TO ANY GIVEN SITUATION. LIMITS SHOWN MAY HAVE BEEN REDUCED BY CLAIMS PAID. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER AND CERTIFICATE HOLDER.

ERIE INSURANCE

SEE REVERSE SIDE

AUTHORIZED  
REPRESENTATIVE

*Marc Cipriani*



**Bureau of Workers'  
Compensation**

30 W. Spring St.  
Columbus, OH 43215

### **Certificate of Ohio Workers' Compensation**

This certifies that the employer listed below participates in the Ohio State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. This certificate is only valid if premiums and assessments, including installments, are paid by the applicable due date. To verify coverage, visit [www.bwc.ohio.gov](http://www.bwc.ohio.gov), or call 1-800-644-6292.

This certificate must be conspicuously posted.

Policy number and employer  
01283966

Period Specified Below  
07/01/2023 to 07/01/2024

MULL & WEITHMAN ARCHITECTS INC  
4525 INDIANOLA AVE  
COLUMBUS OH 43214-2247



[www.bwc.ohio.gov](http://www.bwc.ohio.gov)  
Issued by: BWC

Administrator/CEO

You can reproduce this certificate as needed.

### **Ohio Bureau of Workers' Compensation**

#### **Required Posting**

Section 4123.54 of the Ohio Revised Code requires notice of rebuttable presumption. Rebuttable presumption means an employee may dispute or prove untrue the presumption (or belief) that alcohol, marihuana or a controlled substance not prescribed by the employee's physician is the proximate cause (main reason) of the work-related injury.

The burden of proof is on the employee to prove the presence of alcohol, marihuana or a controlled substance was not the proximate cause of the work-related injury. An employee who tests positive or refuses to submit to chemical testing may be disqualified for compensation and benefits under the Workers' Compensation Act.



**Bureau of Workers'  
Compensation**

You must post this language with the Certificate of Ohio Workers' Compensation.



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/28/2023

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 have **ADDITIONAL INSURED** provisions or 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).

<b>PRODUCER</b> MEDALLION INSURANCE SERVICES PO Box 79089  Charlotte NC 28271		<b>CONTACT</b> NAME: Phyllis Constantino PHONE (A/C, No, Ext): (704) 256-6000 E-MAIL: phyllis@medallioninsurance.com FAX (A/C, No): (704) 256-6001 ADDRESS:	
<b>INSURED</b> Mull & Weithman Architects 4525 Indianola Ave  Columbus OH 43214		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A : Everest National Insurance Co INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	
		<b>NAIC #</b> 10120	

## COVERAGES

CERTIFICATE NUMBER: CL2362809716

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	<b>PROFESSIONAL LIABILITY CLAIMS-MADE</b>			AAEP000396-231	06/11/2023	06/11/2024	EACH CLAIM \$1,000,000 AGGREGATE \$2,000,000

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

## CERTIFICATE HOLDER

## CANCELLATION

Information Purposes

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