

**AGREEMENT FOR THE
PROVISION OF LIMITED
PROFESSIONAL SERVICES**

Client

Village of North Baltimore
205 N. Main Street
North Baltimore, Ohio 45872
Attn: Josh Bender
Village Administrator

Billing email

Josh Bender NBAdmin@northbaltimore.net

Date
2/20/26

Project No.
TBD

Project Name
Village of North Baltimore Feasibility Study

Project Location
North Baltimore, Ohio



38 South Lincoln Drive
P.O. Box 71
Minster, OH 45865

1156 Dublin Road
Suite 102
Columbus, Ohio 43215

275 Veterans Way
Suite 200
Carmel, Indiana 46032

1690 Broadway
Suite 19-455
Fort Wayne, Indiana 46802

DESCRIPTION OF PROJECT

See attached proposal letter

SCOPE OF SERVICES

See attached proposal letter

SPECIAL CONDITIONS

For Garmann Miller to complete a site survey of the potential building location there will be an additional fee of \$3,500.

FEE ARRANGEMENT

COMPENSATION FOR OUR SERVICES SHALL BE: \$16,500

The fee arrangement above is based on a Limitation of Liability (LoL) as defined below. Contact Garmann/Miller & Associates Inc. (GM) BEFORE accepting and signing this Agreement if modifications to the LoL are required so an appropriate fee and scope adjustment can be provided.

Reimbursables, including printing fees, plan approval fees, etc., that are not part of our Basic Services will incur a 5% markup.

Garmann Miller Current Hourly Rate Schedule (2026)

Principal	\$175	Specification Writer	\$150	Construction Administrator	\$130
Associate Principal	\$160	Registered Technology Designer	\$150	Designer	\$125
Senior Planner	\$160	Marketing/Community Engagement	\$145	CAD/BIM Operator	\$115
Professional Engineer	\$155	Senior Design Engineer	\$140	Graphic Designer/Creative Leader	\$105
Registered Architect	\$150	Interior Designer	\$135	Accounting/HR	\$ 95
Landscape Architect	\$150	BIM Manager	\$135	BD/Marketing Coordinator	\$ 95
Senior Interior Designer	\$150	Design Engineer	\$130	Intern	\$ 90
Project Manager	\$150	Technology Designer	\$130	Clerical	\$ 85

Standard hourly rates may be adjusted annually as of 2026 to reflect current cost associated with inflation and overhead expenses.

LIMITATION OF LIABILITY AMOUNT

GM's total liability to the CLIENT for any and all injuries, claims, losses, expenses, damages or claim expenses rising out of this Agreement, from any cause or causes, shall not exceed the amount of Design Services Fee.

This Letter of Agreement and the following attached Exhibits constitute the entire agreement between parties:
Exhibit A Terms and Conditions

An electronic version of this Letter of Agreement has been provided to you. Examine these documents and, if acceptable, sign a printed copy of this letter and return it to us; retain a copy for your records. We will begin services upon receipt of a signed contract.

Thank you for the opportunity to provide this Agreement for architectural/engineering services. Please contact me if you have any questions regarding this project or this Agreement.

Sincerely,

OFFERED BY (GM)



2/20/26

Signature

Date

Chris Monnin

Principal

Printed Name

Title

ACCEPTED BY (CLIENT)

Signature

Date

Printed Name

Title

Representing Garmann/Miller & Associates Inc.

TERMS & CONDITIONS

FEE

The total fee, except stated lump sum, shall be understood to be an estimate, based upon Scope of Service, and shall not be exceeded by more than ten percent, without written approval of the client. Where the fee arrangement is to be on an hourly basis, the rates shall be those that prevail at the time services are rendered. Reimbursable expenses will include a mark-up of 5%. Any change in scope will be discussed prior to additional services being rendered.

BILLINGS/PAYMENTS

Invoices for services and reimbursable expenses shall be submitted, at the Design Professional's option, either upon completion of the services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. A service charge of 1.5% (or the maximum legal rate) per month will be applied to the unpaid balance after 30 days from the invoice date. Design professional shall have the right to suspend/terminate services if payment is not received within 60 days after the invoice date and the Design Professional shall have no liability for any resultant delays or damages incurred by client as a result of such suspension/termination. Retainers shall be credited on the final invoice. The Client agrees to pay all cost of collection, including reasonable attorney's fees.

STANDARD OF CARE

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

CONSEQUENTIAL DAMAGES

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

HIDDEN CONDITIONS

A condition is hidden if concealed by existing finishes or structure or is not capable of investigation by reasonable visual observation. If the design professional has reason to believe that a condition may exist, the client shall authorize and pay for all costs associated with the investigation of such a condition. If (1) the client fails to authorize such investigation after such notification, or (2) the design professional has no reason to believe that such a condition exists, the design professional shall not be responsible for the existing conditions or any resulting damages or losses resulting therefrom.

HAZARDOUS MATERIALS/MOLD

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

INDEMNIFICATIONS

The client agrees, to the fullest extent permitted by law, to indemnify and hold design professional and its subconsultants harmless from and against any and all damage, losses or cost (including reasonable attorneys' fees and defense costs) caused in whole or in part by its acts, error or omissions and those of anyone for whom they are legally liable. The design professional further agrees, subject to limitation of liability, to indemnify the client for damages to the extent arising from its own negligent errors, acts or omissions.

TERMINATION OF SERVICES

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

BETTERMENT

If a required item or component of the project is omitted from the design professional's documents, the design professional shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been included or required in the design professional's original documents. In no event will the design professional be responsible for any costs or expense that provides betterment or upgrades or enhances the value of the Project.

OWNERSHIP OF DOCUMENTS

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

DEFECTS IN SERVICE

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

CONSTRUCTION ACTIVITIES

The design professional shall not be responsible for the acts or omissions of any person performing any construction work or for instructions given by the client or its representatives to any one performing any construction work, nor for construction means and methods or job-site safety.

DISPUTE RESOLUTION

Any claim or dispute between the client and the design professional shall be submitted to non-binding mediation, subject to the parties agreeing to a mediator. If the parties cannot agree upon a mediator the claim or dispute shall be submitted to the American Arbitration Association (AAA) for mediation in accordance with the Construction Arbitration and Mediation Rules of the AAA then in effect.

RELATIONSHIP OF THE PARTIES

All services provide by design professional are for the sole use and benefit of the client. Nothing in this agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the client or the design professional.

ENTIRE OF AGREEMENT

This agreement constitutes the entire agreement between the parties and these terms & conditions may only be amended by written agreement by both parties. Should any portion of the agreement is found to be illegal or unenforceable, such portion shall be deleted and the balance shall remain in effect.

APPLICABLE LAW

The law applicable to this agreement is the state of the project location.

INITIALS **CM** (DESIGN PROFESSIONAL)

INITIALS (CLIENT) (Initial here) ←



February 20, 2026

Josh Bender

Village Administrator

205 N. Main Street

North Baltimore, Ohio 45872

Re: Architectural/Engineering Services for the Village of North Baltimore Public Works and Volunteer Fire Station project

Josh,

Thank you for the opportunity to serve the Village of North Baltimore on the feasibility study for the new public works and volunteer fire station project. Garmann Miller & Associates, Inc., is pleased to submit this proposal for architectural and engineering services.

Scope of Work

The scope of the work is to perform master planning, feasibility study and site planning study for a new Public Works Facility, a combined public works/Volunteer Fire Facility, and the option to add the volunteer fire department later. The village would like to explore solutions for the building options previously noted, along with associated costs for this work. The additional information known about the current project is as follows.

1. The design for a public works facility only.
2. The design for a combined public works facility and volunteer fire facility.
3. Separate cost estimates will be developed for public works facility only and combined public works facility and volunteer fire facility.
4. The cost implications of building the public works facility first and adding the volunteer fire facility later will be developed as part of the study.
5. Site planning will be important with the consideration of the possibility of building the public works facility first and adding the volunteer fire facility later.

Our recommendation is that this project be divided into two phases: Preliminary Design and Implementation of Design:

Phase I – Preliminary Design

Our goal is to help create a vision that guides future facility growth and development as identified above. The facility vision provides a foundation for making sound facility planning decisions into the future.

Programming & Conceptual Design

Our team will meet with you and various stakeholders to discuss and establish the goals of the proposed new building. We will then develop a Program of Requirements (POR), delineate all the necessary spaces, and define the required sizes of those spaces, in close coordination with you and the various stakeholders. Garmann Miller will then create a preliminary floor plan for the proposed new building, based on the design requirements. Garmann Miller will develop (3) three different floor plan designs if needed as part of this proposal. We will create preliminary exterior elevations that complement the village's vision for the new building's architectural vocabulary.

Our design team will also create a preliminary site plan that incorporates the proposed new building that helps us evaluate its impact on the new site. We can utilize existing site surveys and/or aerial imagery to evaluate the existing site conditions. An updated site survey would be recommended by us. It would be beneficial for us to better understand the site conditions, infrastructure, and grading that will impact on the overall design. Garmann Miller has a survey team and can complete a survey for \$3,500. This survey can be used when the project moves into the construction phase as well.

Our design and engineering team will also provide a recommendation for heating and cooling equipment, plumbing equipment/fixtures, power, lighting, and technology to be used in your proposed renovation and addition.

Estimating

Garmann Miller will create an opinion of probable cost budget for you to understand the associated costs with the new and possible future building and site improvements.

Schedule

Garmann Miller is available to start phase one of the project in late spring to early summer of 2026 and anticipates a four-to-six-month timeline to complete the study. A

schedule will be created for phase two once the scope is finalized, funding is in place, and the village advises our team to proceed.

Deliverables

The following items will be deliverable at the end of the feasibility study for each option.

1. Floor plan and elevations showing the proposed public works facility.
2. Floor plan and elevations showing the proposed public works facility and volunteer fire facility.
3. Floor plan and elevations showing the proposed public works facility and future volunteer fire facility.
4. Schematic-level site plan
5. Individual opinion of probable cost for each of the three options noted above.
6. Presentation of study results to the associated stakeholders, if needed.

Garmann Miller Team

The following GM Team members will be working on your project:

1. Chris Monnin – Principal in Charge
2. Eric Schmiesing – Project Manager
3. Lindsay Thobe – Architect
4. Kathy Trejo – Site Designer
5. Hannah Fleck – Interior Designer
6. Brice Schmitmeyer – Civil Engineer
7. Isaac Wendel – Mechanical/Plumbing Designer
8. Kevin Rinderle – Electrical Designer

Compensation

The compensation for the Phase I scope will be as follows:

1) Total A/E compensation - \$16,500

2) Fee for Survey - \$3,500

Phase II – Implementation of Design

Final Design and Engineering - Based on the results of Phase I, project funding is in place, and approval by you, Garmann Miller will complete the construction documents that are required for plan approval and bidding using the Construction Manager at Risk (CMR) or single-prime contractor project delivery method.

Compensation for Phase II

Based on the scope of work and in compliance with AIA contract B101, our fee for services will be either a percentage of the construction cost or a negotiated lump sum contract based on the results of Phase I. The fee structure can be determined at that time as we define more of the project details.

We look forward to collaborating with you on this project. Please contact me if you have any questions or require any additional information. If you find this proposal acceptable, we will prepare a contract for your review and approval.

Respectfully,

A handwritten signature in black ink that reads "Chris Monnin". The signature is written in a cursive, flowing style.

Chris Monnin PE, COO | Principal
Garmann Miller & Associates, Inc.
cmonnin@creategm.com
937.726.7547