



**BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO**

406 Justice Drive, Lebanon, Ohio 45036

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**TOM GROSSMANN
SHANNON JONES
DAVID G. YOUNG**

21-1037

July 27, 2021

**APPROVE AND ENTER INTO CONTRACT WITH VSWC ARCHITECTS FOR THE
WARREN COUNTY COURT EXPANSION PROJECT, ON BEHALF OF WARREN
COUNTY FACILITIES MANAGEMENT**

WHEREAS, pursuant to resolution #21-0629 adopted May 11, 2021 this Board authorized the Director of Facilities Management to initiate negotiations for criteria architect services with VSWC Architects relative to the Warren County Court Expansion Project; and

WHEREAS, said negotiations are complete and it is the recommendation of the Director of Facilities Management to enter into contract with VSWC Architects relative to the Warren County Court Expansion Project; and

NOW THEREFORE BE IT RESOLVED, to approve and enter into contract with VSWC Architects, 414 Reading Road Mason, Ohio 45040, for criteria architect services for the Warren County Court Expansion Project; as attached and made a part hereof;

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mr. Young – yea

Mr. Grossmann – yea

Mrs. Jones – yea

Resolution adopted this 27th day of July 2021.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc: c/a—VSWC Architects
Facilities Management (file)
Bid File



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NOTICE OF REQUEST FOR QUALIFICATIONS:

CRITERIA ARCHITECT SERVICES

The Warren County Ohio Board of County Commissioners is accepting Statements of Qualifications (SOQ) from design professionals to serve as Criteria Architect for the County Court expansion project. Sealed SOQ will be received by the Warren County Ohio Commissioners Office until April 15, 2021 @ 4:00pm. SOQ envelopes must be clearly marked with the name of the person/company submitting the SOQ, and addressed to the following:

WARREN COUNTY COURT CRITERIA ARCHITECT SOQ
ATTENTION: TREVOR HEARN
406 JUSTICE DRIVE
LEBANON, OH 45036

Request for Qualifications documents and specifications are available online at the Warren County Website at <https://www.co.warren.oh.us/commissioners/Bids/Default.aspx> Questions regarding this RFQ should be emailed to Trevor Hearn, Director of Facilities Management, at Trevor.Hearn@co.warren.oh.us SOQ should include three (3) print copies of the submittal.

This notice is posted on the Warren County Government website which can be accessed at <https://www.co.warren.oh.us/commissioners/Bids/Default.aspx> You can then click on the project you wish to obtain information about. Please contact the Warren County Commissioners Office at (513) 695-1250 if you have trouble with this procedure or if you need additional information on accessing project information on our website. Please be aware that if you are downloading documents for this project, addendums to the scope may be issued prior to the bid date. In order to stay updated on any change, please email your contact information to Trevor Hearn at Trevor.Hearn@co.warren.oh.us.

By order of the Board of County Commissioners, Warren County, Ohio.

Tina Osborne, Clerk



Warren County Department of Facilities Management

PUBLIC NOTICE: REQUEST FOR QUALIFICATIONS

CRITERIA ARCHITECT SERVICES FOR THE WARREN COUNTY COURT EXPANSION PROJECT

APRIL 15, 2021

Overview:

The Warren County, Ohio Board of County Commissioners (hereinafter "County") is currently seeking Statements of Qualifications ("SOQ") from Registered Architects or Architectural Firms licensed in the State of Ohio who are interested in serving as the Criteria Architect on the Project as described below.

The County plans to use the Design-Build project delivery method through a Design-Build Contract with a Design-Build Firm. Prior to seeking qualifications of Design-Build Firms, the County is seeking qualifications from Architects to serve as Criteria Architect ("CA") on the Project. The CA will assist in the selection of a Design-Build Firm and perform the Scope of Services generally outlined below and in detail in Exhibit A, CA's Scope of Services for a Design-Build Project (attached).

Project Description:

The Warren County Court is located at 822 Memorial Drive in Lebanon, Ohio. The County intends to either remodel and expand its current courthouse and administrative offices that serve the Court, or possibly construct a new facility for them on the Warren County Government Campus on Justice Drive in Lebanon.

Project Budget:

Total Project Budget is to include professional services, consultants as required, Design-Build Contract with Guaranteed Maximum Price ("GMP"), and FF&E. The Project Budget for remodeling and expanding the current facility is \$1.5M-2.0M. The Project Budget for a new facility is \$3.5M-4.0M.

Project Schedule:

Final Completion of the Project is scheduled for October 2022. "Project" is all-inclusive of major construction, finishing, technology, FF&E, and certificate of occupancy.

Selection Process:

The County will form an Evaluation Committee ("Committee") to review the SOQs from Respondents and rank the Respondents. The Committee will evaluate and rank Respondents' SOQs based on the Qualifications discussed within this RFQ. The Committee reserves the right to interview individual Respondents regarding their Qualifications at any time during the selection and ranking process.

The Committee's ranking and recommendations will be presented to the Board of County Commissioners for final approval prior to entering into a Contract. The County will attempt to negotiate a Contract with the Respondent considered best qualified, and, if unsuccessful, the County will attempt to negotiate a Contract with the Respondent deemed next best qualified, and so on, until either a Contract is successfully negotiated, or in the opinion of the County it is not in the best interest of the County to negotiate with any other Respondents.

The County reserves the right to terminate any or all negotiations and receive additional Qualifications from other interested firms or terminate the Design-Build process and use an alternative project delivery method.

The County shall have no liability for the costs and expenses incurred by the Respondents in responding to the RFQ, responses to clarification requests and re-submittals, potential interviews, and subsequent negotiations. Each Respondent that enters into the procurement process shall prepare the required materials and submittals, and attend meetings and interviews at its own expense and with the express understanding that they cannot make any claim whatsoever for reimbursement from the County for the costs and expenses associated with the process.

The County reserves all rights to terminate and/or modify this procurement process as well as make follow up inquiries after evaluating responses to this RFQ.

Preliminary Project Program:

The remodeling & expansion option at the current facility would involve remodeling approximately 16K square feet and potentially adding up to 2k square feet to the facility. Remodeling includes, but is not limited to: changing the interior wall layout, adding restrooms, updating mechanical systems, new fire suppression system, new flooring, ceilings, drywall, paint, and doors, and roof replacement. The Court will remain in operation at the facility during the Project, so construction is to be done in a manner to minimize the impact on the daily operations of the facility.

The new construction option would involve a new stand-alone facility or addition to a current facility at the Warren County Government Campus on Justice Drive in Lebanon. New construction would include approximately 17K square feet of finished space including a main courtroom, hearing room, restrooms, lobby, and administrative areas in a single-story, slab-on-grade building.

Scope of Services:

The CA shall be retained by the County to assist in finalizing the project programming; prepare conceptual plans and outline specifications; develop the design criteria; serve as the Owner's Representative throughout the Design-Build process; and provide, during the design-build process, other design and construction administration services on behalf of the County, including but not limited to, confirming that the design prepared by the Design-Build firm reflects the original design intent established in the design criteria package (ORC 153.65 (I) defines Criteria Architect).

The County may require additional services during the course of the Project and as determined by the Owner. The SOQ shall detail the full range of services offered by the CA and their associated costs. For detailed information please refer to the CA's Scope of Services for Design-Build Project, Exhibit A.

Fees:

The CA fee for this Project shall include all professional design services, and consultant services, necessary for proper completion of the CA Basic Services for the successful completion of the Project. Additional Services fees shall be provided other Services that may be requested.

Qualifications:

To properly assess each Respondent's qualifications for this Project, the Committee requests that each Respondent respond with the following information in the order that it is presented below. Responses must be limited to the experience of those individuals that will have primary responsibility for the Project.

1. The SOQ shall include a description of the Respondent, i.e., the form of business structure (corporation, partnership, joint venture, etc.) that is responding and will serve as the CA for the Project. The SOQ shall identify the portions of the work that will be undertaken directly by the Respondent and what portions of the work will require outside consultants, if any. The County will have the sole right to approve any outside consultants. At a minimum, the SOQ shall identify the key members of the team assigned to the Project and their respective roles. Changes to the Respondent's proposed team, including key employees, will not be allowed during the course of the Project except for extenuating circumstances. Any changes to the proposed team must have prior approval of the County.

2. The history, ownership, organization, and background of the Respondent shall be provided. The following information shall also be provided for the Respondent: Name and business address of each partner, officer, and/or stockholder (where applicable) who owns five percent or more of the shares.

3. Competence to perform the required CA services as indicated by the technical training, education and professional experience of the firm's key personnel, especially that of the employees within the firm who would be assigned to perform the services;

4. Past performance of the firm with respect to the role of CA in a Design-Build project; including preparation of a Design-Build Request for Qualifications and Request for Proposal; assistance with the Design-Build Team selection process; development of the Design Criteria and Schematic Design; construction administration services; and specification compliance verification.

5. Design-Build RFQ and RFP documents and resultant contracts will be provided for the project by Warren County and approved as to form by the Warren County Prosecutor's Office. The role of the CA will be to edit and add to this existing set of documents as required to make them project specific. The CA is therefore not required to develop new documents as described above as part of their scope of services.

6. Ability of the firm in terms of its workload and availability of qualified key personnel, equipment, and facilities to perform the required CA services competently and in a timely manner.

7. Respondents to the RFQ shall demonstrate their ability to perform the required services by providing their technical qualifications. The SOQ shall be catered to this individual Project, as described, and illustrate the Respondent's capabilities. The Committee will give consideration to experience related to design and construction of similar Projects in type, scope, and budget. The Respondents shall illustrate their Technical Qualifications as outlined below:

- a. Design-Build and/or other alternative contracting experience – The Respondent shall provide its individual member and collective experience in Design-Build, and other development of facilities through alternative contracting methods. Describe in greater detail projects most similar to this Project.
- b. Design Experience – The Respondent shall provide its building, space, and design experience as it relates to the design and construction of office space.
- c. Construction Experience – In this section of the SOQ, the Respondent shall describe its experience in coordinating with the Owner and Contractor during construction.
- d. Relevant Project Experience – The Respondent shall provide a list of up to five directly relevant Projects completed within the past 5 years that the Respondent has been involved with as a designer or CA. A brief description of these selected Projects shall be

provided, including the history of operation, current status, and a description of the Respondent's specific involvement in these Projects.

- e. Key Project Staff – The Respondent shall provide the qualifications of all key staff assigned to the Project. Information shall include length of time practicing in the profession, familiarity with the design parameters detailed in this RFQ, design-build experience, and proposed Project leadership. Full Resumes of key personnel shall be included and attached. Along with the above information, Respondent must provide all professional licenses and/or certifications of registration required to fully perform the Project.
- f. References – Respondent shall provide a minimum of 5 Project references that can be contacted by the Committee. References should have relevance to the services being proposed on this Project and include the project name, company, address, and direct contact information.
- g. Legal – In this section, the Respondent shall disclose all claims that have been made against it on projects in the past five years and the reason(s) for each.

7. Federal ID number and proof of liability insurance.

8. Any other information or documentation the firm believes is relevant and necessary or would like to have considered by the Committee.

Conflict of Interest:

The CA or any related CA Firm for this project shall not provide any Design-Build services pursuant to the Design-Build Contract issued to the Design-Build Firm selected for this project. (ORC 153.694)

Evaluation Criteria:

The criteria the Committee will use to evaluate the SOQ's include, but are not limited to, the following:

- 1. Demonstrated ability to meet Owner's programmed Project vision, scope, budget and schedule.
- 2. Competence to perform the required CA services as indicated by the technical training, education, and experience of the CA's key personnel assigned to the project.
- 3. Previous experience compatible with the proposed Project.
- 4. Relevant past work of proposed consultants, if any.
- 5. Past performance of the CA as reflected by the evaluation of previous clients with respect to such factors as design quality, creativity, cost control, scheduling, quality of work, administration, and communication.
- 6. Qualifications and experience of individuals directly involved with the project.
- 7. Proposer's previous experience (number of projects, size of projects, relevance of projects) when working with its proposed consultants.

8. Outline specification writing credentials and experience.
9. Proximity of prospective CA to the project site.
10. Ability of the CA in terms of workload and availability of qualified personnel, equipment, and facilities to perform the required professional services competently and expeditiously.
11. Other qualifications that are consistent with the scope and needs of the Project.

Submittal Instructions:

Four (4) copies of each submission must be printed, bound, signed by a principal of the firm, and addressed to:

Trevor Hearn, Director of Facilities Management
406 Justice Drive
Lebanon, Ohio 45036

The envelopes shall be clearly marked:

STATEMENT OF QUALIFICATIONS FOR COUNTY COURT CRITERIA ARCHITECT SERVICES

Submissions are due by **4:00 P.M., April 15, 2021**. Statements of Qualifications received after this time will not be accepted.

Questions regarding the RFQ may be directed to via email to Trevor Hearn at:

Trevor.Hearn@co.warren.oh.us

Exhibit A - Criteria Architect's Scope of Services for a Design-Build Project Professional Services Agreement

ARTICLE 1 - CRITERIA ARCHITECT'S BASIC SERVICES

1.1 General

1.1.1 Basic Services to be provided by the Criteria Architect shall consist of the activities and stages set forth in Article 2 through Article 5.

1.2 Criteria Architect's Relationship to the Contractor

1.2.1 The Criteria Architect is authorized to disapprove or reject Defective Work. The Criteria Architect shall immediately notify the Owner any time the Criteria Architect disapproves or rejects an item of Work.

1.2.2 The Criteria Architect is not responsible for design or construction means, methods, manners, techniques, sequences, procedures, or for safety precautions and programs in connection with the Work, or for the Contractor's failure to carry out the Work in conformity with the Contract Documents.

1.2.3 The Criteria Architect's review and approval of the Work and any information the Contractor submits to the Criteria Architect is for the sole purpose of determining whether the Work and information are generally consistent with the Contract's intent, and will not relieve the Contractor of its sole responsibility for the performance, preparation, completeness, and accuracy of the Work and information.

1.3 Limitation of Criteria Architect's Authority

1.3.1 Under no circumstances is the Criteria Architect authorized to:

- 1.3.1.1 bind the Owner to any authorizations under, modifications of, or amendments to any contract;
- 1.3.1.2 accept any defective or non-conforming services, Work, or vendor-furnished items;
- 1.3.1.3 make any settlements on behalf of the Owner; or
- 1.3.1.4 assume any responsibilities of the Contractor, Consultants, or Subcontractors.

ARTICLE 2 - CONCEPT AND DESIGN CRITERIA STAGE

2.1 Organizational Meeting

2.1.1 Commencement.

2.1.1.1 The Criteria Architect's Services will begin on the date set forth in a notice that the Owner will issue to the Criteria Architect.

2.1.1.2 Unless the Owner agrees otherwise in writing, the Criteria Architect's Services will begin with an organizational meeting between the Owner and the Criteria Architect.

2.1.2 During the organizational meeting, the attendees will:

- 2.1.2.1 review the responsibilities of each of the Owner's key personnel involved in the Project;
- 2.1.2.2 review the scope of the Criteria Architect's Services;
- 2.1.2.3 review and establish lines of communication between the Owner and the Criteria Architect;
- 2.1.2.4 develop a list of the Owner's Project-stakeholder representatives to be involved in the Concept and Design Criteria Stage to inform the development of the Concept and Design Criteria Documents; and
- 2.1.2.5 review the then-available information and documents which reflect the Owner's requirements and objectives for the Project including Project Schedule and Construction Budget requirements and objectives.

2.1.3 Within 5 days after the organizational meeting is adjourned, the Criteria Architect shall prepare and submit to the Contracting Authority and the Owner:

2.1.3.1 detailed minutes of the organizational meeting; and

2.1.3.2 a proposed Project Schedule reflecting the performance of the Criteria Architect's Services and the progression of the Project through award of the Contract to the Contractor.

- .1 The Owner and the Criteria Architect will promptly thereafter consult with one another as necessary to reach agreement on the initial Project Schedule, which shall be used as the basis for moving forward with the Project subject to revision.

2.2 General Requirements

2.2.1 In addition to performing those Services required to comply with Sections 2.3 and 2.4, during the Concept and Design Criteria Stage, the Criteria Architect shall:

2.2.1.1 identify the building type, necessity or feasibility of relocating utilities, layout for building and parking, and research, analyze, and document relevant information specific to the same;

2.2.1.2 meet and otherwise work with the Owner and others with an interest in the Project to establish goals and objectives for the Project;

2.2.1.3 gather, analyze, and document information relevant to the identified Project goals and objectives;

2.2.1.4 identify and evaluate strategies to achieve the identified Project goals and objectives;

2.2.1.5 advise the Owner in writing if at any time it appears that the Project Schedule or Construction Budget may be exceeded and make recommendations for corrective action;

2.2.1.6 meet with the Owner at intervals acceptable to the Owner, to review drawings and other documents which depict the current status of the Concept and Design Criteria Stage of the Project;

2.2.1.7 identify and analyze issues related to compliance with Applicable Law and participate in related meetings with government authorities that have jurisdiction over the Project;

2.2.1.8 investigate existing conditions and verify the accuracy of Owner-provided information about existing conditions, as appropriate;

2.2.1.9 notify the Owner of the need for the professional services of any Separate Consultants required for the Project; and

2.2.1.10 review and provide recommendations concerning Site use and improvements and alternative approaches to selection of materials, building systems, and equipment.

2.3 Criteria Architect's Concept and Design Criteria Submission

2.3.1 At the completion of the Concept and Design Criteria Stage, the Criteria Architect shall submit the provisional Concept and Design Criteria Documents to the Owner.

2.3.2 The provisional Concept and Design Criteria Documents shall be in the form of a written report, conceptual drawings, and/or conceptual specifications. At a minimum, the Concept and Design Criteria Documents shall include:

2.3.2.1 an executive summary of the Concept and Design Criteria Documents;

2.3.2.2 building type information including: (1) the types of functions included in the building type, (2) the space criteria for those functions, (3) typical relationships of spaces for those functions, (4) typical site requirements for the building type (5) technical, mechanical, electrical, security, or other issues unique to the building type, and (8) unique data specific to the particular project;

2.3.2.3 a narrative description of the Project's goals and objectives such as: (1) the role of the Project in the achievement of the Owner's overall organizational objectives and goals; (2) Project form and image goals such as aesthetics, relationship to the site, adjacent areas, and neighbors including any historic, cultural,

and/or context implications; (3) function goals including identification of all major building functions and occupancy requirements; (4) economic goals including total Project Budget, Construction Budget, factors related to initial costs versus long-range operating and maintenance costs, level of quality desired; and (5) schedule goals including desired dates for commencement of construction and for Final Completion;

2.3.2.4 a description of space requirements, including a listing of the desired spaces and an identification of each space's basic criteria such as occupancy requirements, dimensions, proportions, ceiling heights, and service, equipment, storage, utility, access, flexibility, configuration, security, adjacency, aesthetic, and other requirements;

2.3.2.5 a description of planning and design criteria such as workstation, office/room standards, clustering and layout, parking layout criteria; circulation criteria; applicable space-planning modules; dimensional criteria; building systems interface criteria; envelope criteria; accessibility requirements; and a description of performance criteria applicable to building components such as envelope, structure, interior construction, and mechanical, electrical, and plumbing systems, etc. as may be required;

2.3.2.6 a description of site development and design criteria including zoning, design guidelines, deed restrictions and requirements, utility availability, topography, built features, etc.;

2.3.2.7 a conceptual site plan and conceptual building plans illustrating the Project's scale and the relationship of Project components to one another and the relationship of the Project to surrounding properties;

2.3.2.8 if not noted on the drawings, conceptual specifications reflecting preliminary selections of materials, building systems, and/or equipment;

2.3.2.9 a preliminary estimate of Construction Cost using area, volume or similar conceptual estimating techniques;

2.3.2.10 a preliminary Project Schedule reflecting the design and construction of the Project through Owner occupancy;

2.3.2.11 an identification of Applicable Law.

2.4 Concept and Design Criteria Documents Review

2.4.1 The Owner and the Criteria Architect shall meet to review the provisional Concept and Design Criteria Documents and to reach agreement on any Owner-authorized adjustments to the Concept and Design Criteria Documents, Project Schedule, Construction Budget, or Project Budget and any necessary clarifications of the provisional Concept and Design Criteria Documents.

2.4.2 Unless the Owner agrees otherwise in writing, within 5 business days after the review meeting, the Criteria Architect shall revise the provisional Concept and Design Criteria Documents to reflect the adjustments and clarifications agreed upon in the review meeting, and resubmit those documents to the Owner. When the Owner approves of the revised Concept and Design Criteria Document, the revised provisional Concept and Design Criteria Documents shall become the Final Concept and Design Criteria Documents.

ARTICLE 3 - BEST VALUE SELECTION STAGE

3.1 Commencement

3.1.1 Unless the Contracting Authority directs otherwise in writing, the Best Value Selection Stage will begin upon completion of the activities described under Section 2.4.

3.2 General Requirements

3.2.1 In addition to performing those Services required to comply with Sections 3.3 through 3.6, during the Best Value Selection Stage, the Criteria Architect shall:

3.2.1.1 meet with the Owner at intervals acceptable to the Owner, to review documents and other information which depict the current status of the Best Value Selection Stage;

3.2.1.2 develop the interest of design-build firms in the Project, including specifically those design-build firms (if any) the Owner asks the Criteria Architect to contact;

3.3 Preliminary Activities

3.3.1 The Criteria Architect shall schedule, conduct, and participate in meetings with the Contracting Authority and the Owner:

3.3.1.1 to identify design-builder qualifications criteria required for the Project and to determine how those criteria will be evaluated in the qualifications phase of the selection;

3.3.1.2 to identify the performance criteria and pricing criteria required for the Project and to determine how they will be evaluated and weighted in the request for proposal phase of the selection;

3.3.1.3 to identify and document any minimum or mandatory technical requirements for the project;

3.3.1.4 to establish a process for maintaining records of decisions made at all stages of the selection process; and

3.3.1.5 if applicable, to determine the amount of any stipend to be paid to the non-selected short-listed design-build firms for a responsive pricing and technical proposal.

3.4 Request for Qualifications

3.4.1 In consultation with the Owner, the Criteria Architect shall (1) assist with publishing the advertisement, (2) prepare the Request for Qualifications and related clarifications, and (3) receive the Statements of Qualifications.

3.4.2 The Criteria Architect shall support the Evaluation Committee in its evaluation of the Statements of Qualifications by advising the Evaluation Committee on technical issues, however, the Criteria Architect shall not participate as a voting member of the Evaluation Committee unless an employee of the public authority.

3.5 Request for Proposals

3.5.1 In consultation with the Owner, the Criteria Architect shall (1) prepare and issue the Request for Proposals and related clarifications, (2) participate in pre-proposal meetings, and (3) receive the Proposals, (4) provide relevant AIA Design Build Contract Forms to Owner to be reviewed and modified.

3.5.2 The Criteria Architect shall support the Evaluation Committee in its evaluation of the Proposals by attending proposer interviews and advising the Evaluation Committee on pricing and/or technical issues, but the Criteria Architect shall not participate in the ranking of the Proposals.

3.5.2.1 If the Proposals include GMP Proposals, the Criteria Architect shall assist the Evaluation Committee in its comparative analysis and normalization of the GMP Proposals, which Services include the Criteria Architect's detailed review and analysis of the proposed GMP Documents as described under Section 4.4.

3.6 Contract Award and Negotiation

3.6.1 The Criteria Architect shall assist the Owner with the award and negotiation of the Contract by advising the Owner on pricing and technical issues.

ARTICLE 4 - PRECONSTRUCTION STAGES

4.1 Commencement

4.1.1 Unless the Owner directs otherwise in writing, the Criteria Architect's Services during the Project's Preconstruction Stages will begin upon completion of the activities described under Section 3.6.

4.1.2 The Criteria Architect shall attend and participate in the organizational meeting described in the Contract.

4.2 General Requirements

4.2.1 During the Preconstruction Stages, the Criteria Architect shall:

4.2.1.1 issue clarifications and interpretations of the Final Concept and Design Criteria Documents;

4.2.1.2 advise the Owner and the Contractor in writing if at any time it appears that the Project Schedule or Construction Budget may be exceeded and make recommendations for corrective action;

4.2.1.3 meet with the Owner and the Contractor at intervals acceptable to the Owner, to review drawings and other documents which depict the current status of the Preconstruction Stages;

4.2.1.4 notify the Owner of the need for and assist the Owner with obtaining the professional services of any Separate Consultants required for the Project; and

4.2.1.5 at the request of the Owner:

- 1 identify and analyze issues related to compliance with Applicable Law and participate in related meetings with government authorities that have jurisdiction over the Project;
- 2 investigate existing conditions and verify the accuracy of Owner-provided information about existing conditions;
- 3 review Contractor submittals (in addition to the submittals described under Section 4.3) for acceptability and conformance with the Final Concept and Design Criteria Documents, Construction Budget, or Project Schedule;
- 4 evaluate and provide recommendations to the Owner concerning contemplated modifications of the Final Concept and Design Criteria Documents;
- 5 evaluate and provide recommendations to the Owner concerning disputes with the Contractor; and
- 6 review and provide recommendations to the Owner concerning the Contractor's invoices for Preconstruction Services.

4.3 Submittal Reviews

4.3.1 The Criteria Architect shall receive from the Owner and promptly review a copy of the Contractor's submissions at the end of each of the Preconstruction Stages.

4.3.2 Within 7 days after receiving a Contractor submission, the Criteria Architect shall review and analyze it in detail and submit a report to the Owner through which the Criteria Architect shall individually address each of the following topics at a minimum:

4.3.2.1 whether the Work described in the submission appears consistent with the Final Concept and Design Criteria Documents;

4.3.2.2 whether the Work described in the submission appears consistent with the Construction Budget; and

4.3.2.3 whether the Work described in the submission appears consistent with the Project Schedule.

4.3.3 If the Criteria Architect finds that the Work described in the submission appears inconsistent with the Final Concept and Design Criteria Documents, Construction Budget, or Project Schedule, the Criteria Architect shall also describe and identify in writing specific examples of the inconsistencies.

4.3.4 At the Owner request, the Criteria Architect shall meet with the Owner and the Contractor to review the Criteria Architect's report.

4.3.5 At the Owner's request, the Criteria Architect shall assist the Owner with the negotiation of the Contractor's GMP Amendment.

4.4 GMP Proposal and Amendment

4.4.1 The Criteria Architect shall receive from the Owner and promptly review a copy of the Contractor's GMP Proposal.

4.4.2 Within 7 days after receiving a copy of the Contractor's GMP Proposal, the Criteria Architect shall review and analyze it in detail and submit a written report to the Owner through which the Criteria Architect shall individually address each of the following topics at a minimum as appropriate for the Stage in the Project when the Contractor submits the GMP Proposal:

4.4.2.1 clarity of the GMP Proposal;

4.4.2.2 completeness of the GMP Proposal;

4.4.2.3 coordination of the documents comprising the GMP Proposal;

4.4.2.4 whether the Work described in the GMP Proposal appears consistent with the Final Concept and Design Criteria Documents;

4.4.2.5 whether the Work described in the GMP Proposal appears consistent with the Construction Budget; and

4.4.2.6 whether the Work described in the GMP Proposal appears consistent with the Project Schedule.

4.4.3 If it is the Criteria Architect's opinion that the clarity, completeness, or coordination of the Contractor's GMP Proposal is deficient, the Criteria Architect shall also describe and identify in its report specific examples of the deficiencies. If the Criteria Architect finds that the Work described in the Contractor's GMP Proposal appears inconsistent with the Final Concept and Design Criteria Documents, Construction Budget, or Project Schedule, the Criteria Architect shall also describe and identify in its report specific examples of the inconsistencies.

4.4.4 At the Owner's request, the Criteria Architect shall meet with the Owner and the Contractor to review the Criteria Architect's report.

4.4.5 At the Owner's request, the Criteria Architect shall assist the Owner with the negotiation of the Contractor's GMP Amendment.

ARTICLE 5 - CONSTRUCTION AND CLOSEOUT

5.1 Commencement

5.1.1 Unless the Owner directs otherwise in writing, the Criteria Architect's Services during Construction and Closeout will commence with the Owner's issuance of the Notice to Proceed to the Contractor and will terminate upon Final Acceptance of the Project.

5.2 General Requirements

5.2.1 During the Construction and Closeout, the Criteria Architect shall:

5.2.1.1 advise the Owner and the Contractor in writing if at any time it appears that the Project Schedule or Construction Budget may be exceeded and make recommendations for corrective action;

5.2.1.2 meet with the Owner and the Contractor at intervals acceptable to the Owner, to review the current status of the Project;

5.2.1.3 notify the Owner of the need for and assist the Owner with obtaining the professional services of Separate Consultants which may be required for the Project; and

5.2.1.4 at the request of the Owner:

- .1 identify and analyze issues related to compliance with Applicable Law and participate in related meetings with government authorities that have jurisdiction over the Project;
- .2 investigate existing conditions and verify the accuracy of Owner-provided information about existing conditions;
- .3 review Contractor submittals including Drawings, Specifications, and Action Items for acceptability and conformance with the GMP Documents;
- .4 visit the Site to observe the Work, attend meetings, and determine in general if the Work is proceeding in accordance with the GMP Documents and the Project Schedule;
- .5 evaluate and provide recommendations to the Owner concerning Modifications and Claims;
- .6 advise the Owner as to the necessity of special inspections, tests, or approvals, and review the associated results;
- .7 review and provide recommendations to the Owner concerning the Contractor's DB Payment Requests;
- .8 review and provide recommendations to the Owner concerning the Contractor's closeout documentation.

5.3 Differing Site Condition Investigation

5.3.1 Promptly after receiving notice of a Differing Site Condition from the Contractor, the Criteria Architect shall investigate to determine whether the Contractor has encountered a Differing Site Condition.

5.3.2 The Criteria Architect shall give written notice of its determination to the Owner and the Contractor within 10 days after completing the investigation.

ARTICLE 6 - ADDITIONAL SERVICES

6.1 General

6.1.1 Services Not Included in Basic Services.

6.1.1.1 The Criteria Architect shall provide the services listed in Sections 6.2 through 6.4 as Additional Services only when identified in the Agreement Form and approved in writing by the Owner.

6.1.1.2 The Fee for the Additional Services listed in Sections 6.2 through 6.4 shall be paid as provided in the Agreement Form, in addition to payment for the Basic Services; however, the Criteria Architect shall not be compensated for any of the Additional Services listed in Sections 6.2 through 6.4 made necessary by any act or omission of the Criteria Architect or any of the Criteria Architect's Consultants.

6.1.1.3 Unless waived by the Owner in writing, authorization to provide Additional Services must be obtained prior to providing the Additional Services.

6.2 Schematic Design Stage Services

6.2.1 Commencement.

6.2.1.1 Unless the Owner directs otherwise in writing, the Schematic Design Stage will begin upon completion of the activities described under Section 2.4.

6.2.2 General Requirements.

6.2.2.1 In addition to performing those Services required during the Schematic Design Stage, the Criteria Architect shall:

- .1 advise the Owner in writing if at any time it appears that the Project Schedule or Construction Budget may be exceeded and make recommendations for corrective action;
- .2 meet with the Owner at intervals acceptable to the Owner, to review drawings and other documents which depict the current status of the Schematic Design Stage of the Project;
- .3 further evaluate and refine the Final Concept and Design Criteria Documents;
- .4 identify all issues related to compliance with Applicable Law and participate in related meetings with government authorities that have jurisdiction over the Project;
- .5 investigate existing conditions and verify the accuracy of Owner-provided information about existing conditions, as appropriate;
- .6 notify the Owner of the need for and assist the Owner in selecting, retaining, and coordinating the professional services of any Separate Consultants required for the Project; and
- .7 assist the Owner with filing documents required for the approvals of governmental authorities with jurisdiction over the Project.

6.2.3 Criteria A/E's Schematic Design Submission.

6.2.3.1 At the completion of the Schematic Design Stage, the Criteria Architect shall submit the provisional Schematic Design Documents to the Owner.

6.2.3.2 The provisional Schematic Design Documents shall include:

- .1 a conceptual site plan and preliminary building plans and elevations illustrating the Project's scale and the relationship of Project components to one another and the relationship of the Project to surrounding properties;
- .2 if not noted on the drawings, a written description of preliminary selections of major building systems and construction materials;
- .3 an estimate of Construction Cost using area, volume or similar conceptual estimating techniques;
- .4 cost evaluations of alternative building systems and construction materials;
- .5 an identification of any unresolved issues related to compliance with Applicable Law;
- .6 a written description of all modifications of the Final Concept and Design Criteria Documents;
- .7 if agreed in writing by the Owner, the Criteria Architect will develop study models, perspective sketches, electronic modeling, or combinations of those media; and
- .8 all other documents and information required under the Minimum Stage Submission Requirements attached as an exhibit to the Agreement Form.

6.2.4 Schematic Design Documents Review.

6.2.4.1 The Owner, and the Criteria Architect shall meet to review the provisional Schematic Design Documents and to reach agreement on any Owner authorized adjustments to the Final Concept and Design Criteria Documents, Project Schedule, Construction Budget, or Project Budget and any necessary clarifications of the provisional Schematic Design Documents.

6.2.4.2 Unless the Owner agrees otherwise in writing, within 5 business days after the review meeting, the Criteria Architect shall revise its Schematic Design Stage submission to reflect the adjustments and clarifications agreed upon in the review meeting and resubmit those documents to the Owner. When the Owner approves of the revised Schematic Design Stage submission and signs the related Design Review Acceptance form, the revised Schematic Design Stage submission shall become the final Schematic Design Documents.

6.3 Design Development Stage Services

6.3.1 Commencement.

6.3.1.1 Unless the Contracting Authority directs otherwise in writing, the Design Development Stage will begin upon completion of the activities described under Section 6.2.4.

6.3.2 General Requirements.

6.3.2.1 In addition to performing those Services required to comply with Sections 6.3.3 through 6.3.5, during the Design Development Stage, the Criteria Architect shall:

- .1 advise the Owner in writing if at any time it appears that the Project Schedule or Construction Budget may be exceeded and make recommendations for corrective action;
- .2 meet with the Owner at intervals acceptable to the Owner, to review drawings and other documents which depict the current status of the Design Development Stage of the Project;
- .3 further evaluate and refine the Final Concept and Design Criteria Documents;
- .4 develop estimates of the Construction Costs in increasing detail;
- .5 prepare and submit a sole-source justification letter describing any materials, products, or systems included in the Work that are only available from a single manufacturer, supplier, or contractor to the Owner for its approval in writing;
- .6 resolve all issues related to compliance with Applicable Law (except to the extent stated otherwise in writing by the Criteria Architect for necessary variances and waivers at the time of the Criteria Architect's provisional Design Development Document submission) and participate in related meetings with government authorities that have jurisdiction over the Project;
- .7 investigate existing conditions and verify the accuracy of Owner-provided information about existing conditions, as appropriate;
- .8 notify the Owner of the need for and assist the Owner in selecting, retaining, and coordinating the professional services of any Separate Consultants required for the Project;
- .9 assist the Owner with filing documents required for the approvals of governmental authorities with jurisdiction over the Project; and
- .10 review and provide recommendations concerning Site use and improvements and alternative approaches to selection of materials, building systems, and equipment.

6.3.3 Life Cycle Cost Analysis.

6.3.3.1 The Criteria Architect shall prepare and submit 3 copies of the revised LCCA for the selected design concept to the Owner.

6.3.4 Criteria Architect's Design Development Submission.

6.3.4.1 At the completion of the Design Development Stage, the Criteria Architect shall submit the provisional Design Development Documents to the Owner.

6.3.4.2 The provisional Design Development Documents shall include:

- .1 plans, sections, elevations, typical construction details, and equipment layouts that illustrate and describe the refinement of the Project's design and the size and character of the Project in terms of architectural, structural, mechanical, plumbing, and electrical systems, materials, and other elements as may be appropriate;
- .2 specifications sufficient to identify the quality and other characteristics of the proposed or selected materials, equipment, finishes, fixtures, and systems;
- .3 an estimate of Construction Cost;
- .4 a written description of all proposed or previously agreed upon alternates, which description may be included in the specifications rather than as a separate document;
- .5 a written description of all proposed or previously agreed upon allowances;

- .6 an identification of any unresolved issues related to compliance with Applicable Law;
- .7 a written description of all modifications of the Final Concept and Design Criteria Documents; and
- .8 all other documents and information required under the Minimum Stage Submission Requirements attached as an exhibit to the Agreement Form.

6.3.5 Design Development Documents Review.

6.3.5.1 The Owner and the Criteria Architect shall meet to review the provisional Design Development Documents and to reach agreement on any Owner-authorized adjustments to the Final Concept and Design Criteria Documents, Project Schedule, Construction Budget, or Project Budget and any necessary clarifications of the provisional Design Development Documents.

6.3.5.2 Unless the Owner agrees otherwise in writing, within 5 business days after the review meeting, the Criteria Architect shall revise its Design Development Stage submission to reflect the adjustments and clarifications agreed upon in the review meeting, and resubmit those documents to the Owner. When the Owner approves of the revised Design Development Stage submission and signs the related Design Review Acceptance form, the revised Design Development Stage submission shall become the final Design Development Documents.

6.4 Miscellaneous Additional Services

6.4.1 Specialized Services. Providing specialized design and engineering services, including, but not limited to, services for acoustical analysis or design, computer services, communication consultant services, design or specification of unusual or large volumes of fixtures, furnishings, and equipment.

6.4.2 Additional On-Site Services. Providing administration or observation of construction beyond the Basic Services.

6.4.3 Extensive Change Orders. Preparing Drawings, Specifications, cost estimates, and other documents and supporting data in connection with Change Orders beyond those services to be reasonably provided as Basic Services.

6.4.4 Partnering and Scheduling Consultants. Serving as a partnering or construction scheduling consultant or providing such consulting services.

6.4.5 Perspectives, Models, Renderings. Preparing professional perspectives, physical models, or renderings, which are not otherwise useful or necessary to the Criteria Architect in providing the Basic Services required hereunder and which are provided at the prior written request of the Owner.

6.4.6 Grant Applications. Preparing applications and supporting documents for governmental grants, loans, or advances.

6.4.7 Special Studies. Providing planning services, site evaluations, environmental studies, or comparative studies of prospective sites, preparing special surveys, studies, and submissions required under Applicable Law.

6.4.8 Surveys. Providing surveying services, including land surveys and rights-of-way studies.

6.4.9 Investigation of Conditions for New Construction. Providing services for new construction to investigate existing conditions or facilities, to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by the Owner.

6.4.10 Constructability and Cost Analyses. Preparing extensive analyses of the construction feasibility of the Project or of owning and operating costs, or preparing detailed quantity surveys or inventories of material, equipment, and labor beyond those services to be reasonably provided as Basic Services.

6.4.11 Off-Site Services. Providing planning or design services for off-site utilities, which are not adjacent to the Project, building connections, or roadways.

6.4.12 Certain Revisions. Making revisions in Drawings, Specifications, or other Contract Documents at the request of the Owner when such revisions are inconsistent with written approvals or instructions previously given or are required by the enactment or revision of Applicable Law subsequent to the preparation of such documents.

6.4.13 Replacement Work. Providing consultation and other services in connection with replacement of any Work damaged by fire, casualty, or other incident not caused by negligence of the Criteria Architect or any Consultant.

6.4.14 Contractor Default. Providing services made necessary by a Contractor's default.

6.4.15 Additional Documents. Providing more sets of Contract Documents than the number required as Basic Services.

6.4.16 Special Inspections Required by the Ohio Building Code.

6.4.16.1 The special inspections indicated in the current edition of the OBC Chapter 17 are not included as Basic Services; however, in the event such special inspections are required as a condition of the Plan Approval issued by the Building Authority having jurisdiction for the Project, the Criteria Architect may provide the special inspections and be compensated for such as Additional Services, and may provide written notice to the Contractor and the Owner of the Special Inspection to be performed.

6.4.16.2 The Criteria Architect shall not be compensated for any such Additional Services made necessary by the act or omission of the Criteria Architect or any Consultant of the Criteria Architect.

END OF DOCUMENT