

Exhibit B - Criteria A/E's Scope of Services (Design-Build Project) State of Ohio Professional Services Agreements for Public Facility Construction

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~~ARTICLE 1 - CRITERIA ARCHITECT/ENGINEER'S~~ BASIC SERVICES

1.1 General

1.1.1 Basic Services to be provided by the Criteria Architect/Engineer ("Criteria A/E") shall consist of the activities and stages set forth in **Article 2** through **Article 5**.

1.2 Sustainability Requirements

1.2.1 This Project shall be designed and constructed in accordance with the requirements of Am. Sub. H.B. 251 of the 126th General Assembly and the resulting rules, policy, and procedures adopted by the Ohio Facilities Construction Commission establishing Sustainability Requirements for Capital Improvements Projects, including but not limited to the applicable provisions of OAC ~~123:4-13318-3~~.

1.2.2 The Criteria A/E shall incorporate cost-effective, energy-efficient, green building practices to the maximum extent possible into the Project.

1.3 Criteria A/E's Relationship to the Contractor

1.3.1 The Criteria A/E is authorized to disapprove or reject Defective Work. The Criteria A/E shall immediately notify the Contracting Authority any time the Criteria A/E disapproves or rejects an item of Work.

~~1.3.2 The Criteria A/E 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.~~

~~1.3.3~~ 1.3.2 The Criteria A/E's review and approval of the Work and any information the Contractor submits to the Criteria A/E 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.

1.4 Limitation of Criteria A/E's Authority

1.4.1 Under no circumstances is the Criteria A/E authorized to:

~~1.4.1.1 bind the Owner or Contracting Authority to any authorizations under, modifications of, or amendments to any contract;~~

~~1.4.1.2~~ 1.4.1.1 accept any defective or non-conforming services, Work, or vendor-furnished items;

~~1.4.1.3~~ 1.4.1.2 make any settlements on behalf of the Owner or Contracting Authority; or

~~1.4.1.4~~ 1.4.1.3 assume any responsibilities of the Contractor, Consultants, or Subcontractors.

ARTICLE 2 - CONCEPT AND DESIGN CRITERIA STAGE

2.1 ~~Organizational Meeting~~

2.1.1 ~~2.2 Commencement:~~

~~2.1.1.1.2.2.1~~ The Criteria A/E's Services will begin on the date set forth in a notice that the Contracting Authority will issue to the Criteria A/E- ("~~Notice to Commence Services~~").

2.2 ~~2.3 Organizational Meeting~~

~~2.2.1.1.2.3.1~~ Unless the Contracting Authority agrees otherwise in writing, the Criteria A/E's Services will begin with an organizational meeting between the Contracting Authority, ~~the~~ Owner, and ~~the~~ Criteria A/E. All of the Criteria A/E's key personnel involved in the Project shall attend the organizational meeting.

~~2.2.2.2.3.2~~ During the organizational meeting, the attendees will:

~~2.2.2.1.2.3.2.1~~ review the responsibilities of each of the Contracting ~~Authority's~~ Authority and ~~the~~ Owner's key personnel involved in the Project;

~~2.2.2.2.2.3.2.2~~ review the scope of the Criteria A/E's Services and the responsibilities of each of the Criteria A/E's key personnel involved in the Project;

~~2.2.2.3.2.3.2.3~~ review and establish lines of communication between the Contracting Authority, ~~the~~ Owner, and ~~the~~ Criteria A/E;

~~2.2.2.4.2.3.2.4~~ 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

~~2.2.2.5.2.3.2.5~~ 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.

~~2.2.3.2.3.3~~ Within 5 days after the organizational meeting is adjourned, the Criteria A/E shall prepare and submit to the Contracting Authority and ~~the~~ Owner:

~~2.2.3.1.2.3.3.1~~ detailed minutes of the organizational meeting; and

~~2.2.3.2.2.3.3.2~~ a proposed Project Schedule reflecting the performance of the Criteria A/E's Services and the progression of the Project through award of the Contract to the Contractor.

- 1 The Contracting Authority, ~~the~~ Owner, and ~~the~~ Criteria A/E 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.

~~2.2.3.3.2.3.3.3~~ If the Project is administered using ~~OAKS-Cl~~ the State's web-based project management software, the Criteria A/E shall distribute the minutes of the organizational meeting through the "Meeting Minutes" business process.

2.3 ~~2.4 General Requirements~~

~~2.3.1.2.4.1~~ In addition to performing those Services required to comply with ~~Sections 2.3 and 2.4 and 2.45~~, during the Concept and Design Criteria Stage, the Criteria A/E shall:

~~2.3.1.1.2.4.1.1~~ identify the building type and research, analyze, and document relevant information specific to that type;

~~2.3.1.2.2.4.1.2~~ meet and otherwise work with the Contracting Authority, ~~the~~ Owner, ~~the~~ Owner's Project-stakeholder representatives, and others with an interest in the Project to establish goals and objectives for the Project;

~~2.3.1.3.2.4.1.3~~ gather, analyze, and document information relevant to the identified Project goals and objectives;

~~2.3.1.4.2.4.1.4~~ identify and evaluate strategies to achieve the identified Project goals and objectives;

~~2.3.1.5.2.4.1.5~~ advise the Contracting Authority and ~~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;

~~2.3.1.6.2.4.1.6~~ meet with the Contracting Authority and ~~the~~ Owner at intervals acceptable to the Contracting Authority and ~~the~~ Owner, to review drawings and other documents which depict the current status of the Concept and Design Criteria Stage of the Project;

~~2.3.1.7.2.4.1.7~~ identify and analyze issues related to compliance with Applicable Law and participate in related meetings with government authorities that have jurisdiction over the Project;

~~2.3.1-82.4.1.8~~ **2.4.1.8** investigate existing conditions and verify the accuracy of Owner-provided information about existing conditions, as appropriate;

~~2.3.1-92.4.1.9~~ **2.4.1.9** notify the Owner of the need for the professional services of any Separate Consultants required for the Project; and

~~2.3.1-102.4.1.10~~ **2.4.1.10** review and provide recommendations concerning Site use and improvements and alternative approaches to selection of materials, building systems, and equipment.

2.4.2.5 Criteria A/E's Concept and Design Criteria Submission

~~2.4.12.5.1~~ **2.4.2.5.1** At the completion of the Concept and Design Criteria Stage, the Criteria A/E shall submit the provisional Concept and Design Criteria Documents to the Contracting Authority and ~~the~~ Owner.

~~2.4.22.5.2~~ **2.4.2.5.2** The provisional Concept and Design Criteria Documents shall be in the form of a written report, conceptual drawings, and conceptual specifications. At a minimum, the Concept and Design Criteria Documents shall include:

~~2.4.2.12.5.2.1~~ **2.4.2.5.2.1** an executive summary of the Concept and Design Criteria Documents;

~~2.4.2.22.5.2.2~~ **2.4.2.5.2.2** building type information including: **(1)** ~~the~~ types of functions frequently included in the building type, **(2)** ~~the~~ space criteria (number of square feet per person or unit) for those functions, **(3)** typical relationships of spaces for those functions, **(4)** typical ratios of net assignable square footage to gross square footage for the building type, **(5)** typical costs per square foot for the building type, **(6)** typical site requirements for the building type, **(7)** technical, mechanical, electrical, security, or other issues unique to the building type, and **(8)** issues that might alter ~~the~~ accuracy of the identified data in the case of the Project;

~~2.4.2.32.5.2.3~~ **2.4.2.5.2.3** 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 sustainability considerations; and **(5)** schedule goals including desired dates for commencement of construction and ~~for Final~~ **Substantial** Completion and the Owner's projected needs for the Project over the next 20 years in 5-year increments;

~~2.4.2.42.5.2.4~~ **2.4.2.5.2.4** 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;

~~2.4.2.52.5.2.5~~ **2.4.2.5.2.5** a description of planning and design criteria such as workstation, office/room standards; clustering and 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.;

~~2.4.2.62.5.2.6~~ **2.4.2.5.2.6** a description of site development and design criteria including zoning, design guidelines, deed restrictions and requirements, traffic (bus, automobile, and pedestrian) considerations, utility availability, topography, views, built features, etc.;

~~2.4.2.72.5.2.7~~ **2.4.2.5.2.7** a conceptual site plan and conceptual 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;

~~2.4.2.82.5.2.8~~ **2.4.2.5.2.8** if not noted on the drawings, conceptual specifications reflecting preliminary selections of materials, building systems, and equipment;

~~2.4.2.92.5.2.9~~ **2.4.2.5.2.9** a preliminary estimate of Construction Cost using area, volume or similar conceptual estimating techniques;

~~2.4.2.102.5.2.10~~ **2.4.2.5.2.10** a preliminary Project Schedule reflecting ~~the~~ design and construction of the Project through Owner occupancy;

~~2.4.2.112.5.2.11~~ **2.4.2.5.2.11** a preliminary evaluation of the Program, Project Schedule, and Construction Budget requirements, each in terms of the other including a description of the distribution of the Construction Budget between major Project components, contingencies, and other categories the Contracting Authority ~~may designate~~ **designates**;

~~2.4.2.122.5.2.12~~ **2.4.2.5.2.12** a review of feasible alternative approaches to the design and construction of the Project, if any, including the estimated budget and schedule impacts of those alternative approaches; and

~~2.4.2.132.5.2.13~~ **2.4.2.5.2.13** an identification of Applicable Law.

~~2.4.32.5.3~~ If the Project is administered using ~~OAKS-C~~the State's web-based project management software, the Criteria A/E shall submit its provisional Concept and Design Criteria Documents, and any revisions, ~~to the Contracting Authority and the Owner~~ through the "Design Review" business process.

2.52.6 Concept and Design Criteria Documents Review

~~2.5.12.6.1~~ ~~The~~After the Contracting Authority, ~~the and~~ Owner, ~~and the Criteria A/E shall meet to~~ have had a reasonable period to review the provisional Concept and Design Criteria Documents ~~and to, the Contracting Authority, Owner, and Criteria A/E shall meet to discuss the provisional Concept and Design Criteria Documents and~~ reach agreement on any Contracting Authority ~~or 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.

~~2.6.2~~ Unless the Contracting Authority agrees otherwise in writing, within 5 business days after the review meeting, the Criteria A/E 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 and ~~the~~ Contracting Authority.

~~2.5.22.6.3~~ When the Contracting Authority and ~~the~~ Owner approve ~~of~~ the revised Concept and Design Criteria Documents and sign the related Design Review Acceptance form, the revised ~~the 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~~Article 2.

3.2 General Requirements

3.2.1 In addition to performing those Services required to comply with ~~Sections 3.33.3~~ through **3.6**, during the Best Value Selection Stage, the Criteria A/E shall:

3.2.1.1 meet with the Contracting Authority and ~~the~~ Owner at intervals acceptable to the Contracting Authority and ~~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 Contracting Authority or ~~the~~ Owner asks the Criteria A/E to contact;

3.3 Preliminary Activities

3.3.1 The Criteria A/E shall schedule, conduct, and participate in meetings with the Contracting Authority and ~~the~~ Owner:

3.3.1.1 to assist the Contracting Authority and Owner with assembling the Evaluation Committee (as described under OAC 153:1-6-02);

3.3.1.2 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;

3.3.1.3 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;

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

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

3.3.1.6 if appropriate, 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 Contracting Authority and ~~the~~ Owner, the Criteria A/E shall ~~(1) prepare and~~ assist the Contracting Authority ~~with publishing the advertisement to~~ (1) prepare and publish the announcement, ~~(2)-~~prepare and issue the Request for Qualifications and related clarifications, and ~~(3)-~~receive the Statements of Qualifications.

3.4.2 The Criteria A/E shall support the Evaluation Committee in its evaluation of the Statements of Qualifications by advising the Evaluation Committee on technical issues, but ~~the~~ Criteria A/E shall not participate as a voting member of the Evaluation Committee.

3.5 Request for Proposals

3.5.1 In consultation with the Contracting Authority and ~~the~~ Owner, the Criteria A/E shall assist the Contracting Authority to (1) prepare and issue the Request for Proposals and related clarifications, (2) conduct and participate in pre-proposal meetings, and (3) receive the Proposals.

3.5.2 The Criteria A/E shall support the Evaluation Committee in its evaluation of the Proposals by attending proposer interviews and advising the Evaluation Committee on pricing and technical issues, but the Criteria A/E shall not participate as a voting member of the Evaluation Committee.

3.5.2.1 If the Proposals include GMP Proposals, the Criteria A/E shall assist the Evaluation Committee in its comparative analysis and normalization of the GMP Proposals, which Services include the Criteria A/E'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 A/E shall assist the Contracting Authority and ~~the~~ Owner with the award and negotiation of the Contract by advising the Contracting Authority and ~~the~~ Owner on pricing and technical issues.

ARTICLE 4 - PRECONSTRUCTION STAGES

4.1 Commencement

4.1.1 Unless the Contracting Authority directs otherwise in writing, the Criteria A/E's Services during the Project's Preconstruction Stages will begin upon completion of the activities described under ~~Section 3.6~~ **Article 3**.

4.1.2 The Criteria A/E and its key personnel 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 A/E shall:

- 4.2.1.1** issue clarifications and interpretations of the Final Concept and Design Criteria Documents;
- 4.2.1.2** advise the Contracting Authority, ~~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 Contracting Authority, ~~the~~ Owner, and ~~the~~ Contractor at intervals acceptable to the Contracting Authority and ~~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 Contracting Authority:
 - .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 Contracting Authority concerning contemplated modifications of the Final Concept and Design Criteria Documents;
 - .5** evaluate and provide recommendations to the Contracting Authority concerning disputes with the Contractor; and
 - .6** review and provide recommendations to the Contracting Authority concerning the Contractor's invoices for Preconstruction Services.

4.3 Submittal Reviews

4.3.1 The Criteria A/E shall receive from the Contracting Authority and promptly review a copy of the Contractor's submissions at the end of each of the Preconstruction Stages.

4.3.1.1 If the Project is administered using ~~OAKS-C~~the State's web-based project management software, the Criteria A/E shall receive the Contractor's submissions, and any revisions, through the "Design Review" business process.

4.3.2 Within 7 days after receiving a Contractor submission, the Criteria A/E shall review and analyze it in detail and submit a written report to the Contracting Authority and ~~the~~ Owner through which the Criteria A/E 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 A/E 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 A/E shall also describe and identify in writing specific examples of the inconsistencies.

4.3.4 If the Contracting Authority requests, the Criteria A/E shall meet with the Contracting Authority, ~~the~~ Owner, and ~~the~~ Contractor to review the Criteria A/E's report.

4.3.5 If the Contracting Authority requests, the Criteria A/E shall assist the Contracting Authority and ~~the~~ Owner with ~~the~~ negotiation of the Contractor's GMP Amendment.

4.4 GMP Proposal and Amendment

4.4.1 The Criteria A/E shall receive from the Contracting Authority 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 A/E shall review and analyze it in detail and submit a written report to the Contracting Authority and ~~the~~ Owner through which the Criteria A/E 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 A/E's opinion that the clarity, completeness, or coordination of the Contractor's GMP Proposal is deficient, the Criteria A/E shall also describe and identify in its report specific examples of the deficiencies. If the Criteria A/E 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 A/E shall also describe and identify in its report specific examples of the inconsistencies.

4.4.4 If the Contracting Authority requests, the Criteria A/E shall meet with the Contracting Authority, ~~the~~ Owner, and ~~the~~ Contractor to review the Criteria A/E's report.

4.4.5 If the Contracting Authority requests, the Criteria A/E shall assist the Contracting Authority and ~~the~~ Owner with ~~the~~ negotiation of the Contractor's GMP Amendment.

ARTICLE 5 - CONSTRUCTION AND CLOSEOUT

5.1 Commencement

5.1.1 Unless the Contracting Authority directs otherwise in writing, the Criteria A/E's Services during Construction and Closeout will commence with the Contracting Authority's issuance of the Notice to Proceed to the Contractor and will terminate upon ~~Final Acceptance of the Project~~ Contract Completion.

5.2 General Requirements

5.2.1 During the Construction and Closeout, the Criteria A/E shall:

5.2.1.1 advise the Contracting Authority, ~~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 Contracting Authority, ~~the~~ Owner, and ~~the~~ Contractor at intervals acceptable to the Contracting Authority and ~~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 required for the Project; and

5.2.1.4 at the request of the Contracting Authority:

- .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 Submittals 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 Contracting Authority concerning Modifications and Claims;
- .6 advise the Contracting Authority as to the necessity of special inspections, tests, or approvals, and review the associated results;
- .7 review and provide recommendations to the Contracting Authority concerning the Contractor's DB Payment Requests;
- .8 review and provide recommendations to the Contracting Authority concerning the Contractor's closeout documentation.

5.2.1.5 If the Project is administered using ~~OAKS-CI~~ the State's web-based project management software, the Criteria A/E shall provide Contracting Authority-requested services to the Contracting Authority and ~~the~~ Owner through applicable business processes.

5.3 Differing Site Condition Investigation

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

5.3.2 The Criteria A/E shall give written notice of its determination to the Contracting Authority and ~~the~~ Contractor within 10 days after completing the investigation.

5.4 Post-Occupancy

5.4.1 During the Correction Period, the Criteria A/E shall work with the Contracting Authority, Owner, and Contractor to investigate suspected Defective Work and to design and coordinate its repair or completion. The Owner shall not be obligated to compensate the Criteria A/E for the Criteria A/E's performance of the Criteria A/E's services under this Section 5.4.1 unless it has been determined that the Defective Work was not the result of the Criteria A/E's failure to meet its obligations under the Agreement.

ARTICLE 6 - ADDITIONAL SERVICES

6.1 General

6.1.1 Services Not Included in Basic Services.

6.1.1.1 The Criteria A/E 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 Contracting Authority in consultation with 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 A/E 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 A/E or any of the Criteria A/E's Consultants.

6.1.1.3 Unless waived by the Contracting Authority 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 Contracting Authority directs otherwise in writing, the Schematic Design Stage will begin upon completion of the activities described under ~~Section 2.4~~Article 2.

6.2.2 General Requirements.

6.2.2.1 In addition to performing those Services required to comply with ~~Sections 6.2.3~~6.2.3 through **6.2.5**, during the Schematic Design Stage, the Criteria A/E shall:

- .1** advise the Contracting Authority and ~~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 Contracting Authority and ~~the~~ Owner at intervals acceptable to the Contracting Authority and ~~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~~ ~~develop estimates of the Construction Costs in increasing detail;~~
- ~~.5~~**.4** identify all issues related to compliance with Applicable Law and participate in related meetings with government authorities that have jurisdiction over the Project;
- ~~.6~~**.5** investigate existing conditions and verify the accuracy of Owner-provided information about existing conditions, as appropriate;
- ~~.7~~**.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
- ~~.8~~**.7** assist the Owner with filing documents required for the approvals of governmental authorities with jurisdiction over the Project.

6.2.3 Preliminary Life Cycle Cost Analysis.

6.2.3.1 At the time set forth in the Project Schedule, the Criteria A/E shall prepare and submit three design concepts for a preliminary Life Cycle Cost Analysis ("LCCA") and the preliminary LCCA for each concept to the Owner and Contracting Authority.

6.2.3.2 The alternative design concepts may include:

- .1** A baseline alternative, which complies in all aspects with the requirements of the current version of the Ohio Building Code ("OBC"), including the version of ASHRAE/IESNA 90.1 referenced in OBC Chapter 35;
- .2** A high-performance alternative, which demonstrates 20-percent improvement in energy efficiency over the version of ASHRAE/IESNA 90.1 referenced in OBC Chapter 35; and
- .3** A high-performance alternative, which demonstrates 30-percent improvement in energy efficiency over the version of ASHRAE/IESNA 90.1 referenced in OBC Chapter 35, and includes one or more renewable energy sources, such as waste heat recovery, solar energy, wind energy, biomass fuel energy, or geothermal energy.

6.2.3.3 The Criteria A/E shall base the Schematic Design Documents on the Owner's selected preliminary design concept.

6.2.4 Criteria A/E's Schematic Design Submission.

6.2.4.1 At the completion of the Schematic Design Stage, the Criteria A/E shall submit the provisional Schematic Design Documents to the Contracting Authority and ~~the~~ Owner.

- .1 The Criteria A/E shall also submit 1 copy of the provisional Schematic Design Documents to the State Security Coordinator (Department of Public Safety, 1970 West Broad Street, Columbus, Ohio 43223) for review and written comment.

6.2.4.2 The provisional Schematic Design Documents shall include:

- .1 a conceptual site plan and preliminary building plans, sections, 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 ("Criteria A/E's Schematic Design Estimate") 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 Contracting Authority, the Criteria A/E 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**.

6.2.4.3 If the Project is administered using ~~OAKS-CI~~ the State's web-based project management software, the Criteria A/E shall submit ~~its~~ the provisional Schematic Design ~~documents, Documents~~ and any revisions, ~~to the Contracting Authority and the Owner~~ through the "Design Review" business process.

6.2.5 Schematic Design Documents Review.

6.2.5.1 ~~The~~ After the Contracting Authority, ~~the and~~ Owner, ~~and the Criteria A/E shall meet to~~ have had a reasonable period to review the provisional Schematic Design Documents ~~and to, the Contracting Authority, Owner, and Criteria A/E shall meet to discuss the provisional Schematic Design Documents and~~ reach agreement on any Contracting Authority ~~or 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.

6.2.5.2 Unless the Contracting Authority agrees otherwise in writing, within 5 business days after the review meeting, the Criteria A/E shall revise ~~its~~ the Schematic Design ~~Stage submission Documents~~ to reflect the adjustments and clarifications agreed upon in the review meeting (including any comments from the State Security Coordinator, which have been reviewed and approved by the Owner), and resubmit those documents to the Owner and ~~the~~ Contracting Authority.

~~6.2.5.2~~ 6.2.5.3 When the Contracting Authority and ~~the~~ Owner approve ~~of~~ the revised Schematic Design ~~Stage submission Documents~~ and sign the related Design Review Acceptance form, the revised Schematic Design ~~Stage submission Documents~~ 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 6.2.5**.

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 A/E shall:

- .1 advise the Contracting Authority and ~~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 Contracting Authority and ~~the~~ Owner at intervals acceptable to the Contracting Authority and ~~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;~~
- ~~.5.4~~ 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 Contracting Authority for its approval in writing;
- ~~.6.5~~ resolve all issues related to compliance with Applicable Law (except to the extent stated otherwise in writing by the Criteria A/E for necessary variances and waivers at the time of the Criteria A/E's provisional Design Development Document submission) and participate in related meetings with government authorities that have jurisdiction over the Project;
- ~~.7.6~~ investigate existing conditions and verify the accuracy of Owner-provided information about existing conditions, as appropriate;
- ~~.8.7~~ 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;
- ~~.9.8~~ assist the Owner with filing documents required for the approvals of governmental authorities with jurisdiction over the Project; and
- ~~.10.9~~ 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 A/E shall prepare and submit 3 copies of the revised LCCA for the selected design concept to the Owner and Contracting Authority.

6.3.3.2 If the Project creates or renovates an area greater than 5,000 square feet, the Criteria A/E shall also submit the revised LCCA to the Ohio Facilities Construction Commission.

6.3.4 Criteria A/E's Design Development Submission.

6.3.4.1 At the completion of the Design Development Stage, the Criteria A/E shall submit the provisional Design Development Documents to the Contracting Authority and ~~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 a detailed estimate of Construction Cost ("Criteria A/E's Design Development Estimate");
- .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 the Criteria A/E's Design Intent Statement;
- .8 a written description of all modifications of the Final Concept and Design Criteria Documents; and
- .9 all other documents and information required under the **Minimum Stage Submission Requirements** attached as an exhibit to the **Agreement Form**.

6.3.4.3 If the Project is administered using ~~OAKS-CI~~ the State's web-based project management software, the Criteria A/E shall submit ~~its~~ the provisional Design Development documents and any ~~changes or~~ revisions to the Contracting Authority and the Owner through the "Design Review" business process.

6.3.5 Design Development Documents Review.

6.3.5.1 ~~The~~ After the Contracting Authority, ~~the and~~ the Owner, ~~and the Criteria A/E shall meet to have had a~~ reasonable period to review the provisional Design Development Documents ~~and to, the Contracting Authority, Owner, and Criteria A/E shall meet to discuss the provisional Design Development Documents and~~ reach agreement on any Contracting Authority ~~or 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 Contracting Authority agrees otherwise in writing, within 5 business days after the review meeting, the Criteria A/E shall revise ~~its~~the Design Development ~~Stage submission Documents~~ to reflect the adjustments and clarifications agreed upon in the review meeting, and resubmit those documents to the Owner and ~~the~~ Contracting Authority.

~~6.3.5.2~~**6.3.5.3** When the Contracting Authority and ~~the~~ Owner approve ~~of~~ the revised Design Development ~~Stage submission Documents~~ and sign the related Design Review Acceptance form, the revised Design Development ~~Stage submission Documents~~ 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 provided pursuant to **Exhibit B**.

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, pursuant to **Exhibit B**.

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 A/E in providing the Basic Services required hereunder and which are provided at the prior written request of the Contracting Authority in consultation with 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 in **Exhibit B**.

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 Contracting Authority 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 A/E or any Consultant of the Criteria A/E.

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 pursuant to **Exhibit B**.

6.4.16 Prototype Design. Use of the Criteria A/E's Documents for one or more prototype projects as described in the A/E Standard Terms and Conditions.

~~6.4.16~~**6.4.17 Special Inspections Required by the Ohio Building Code.**

~~6.4.16~~**6.4.17.1** 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 that has~~ jurisdiction ~~for over~~ the Project, the Criteria A/E shall provide the

special inspections and be compensated for such as Additional Services, and shall provide written notice to the Contractor, ~~the~~ Owner, and ~~the~~ Contracting Authority of the Special Inspection to be performed.

~~6.4.16.26.4.17.2~~ The Criteria A/E shall not be compensated for any such Additional Services made necessary by the act or omission of the Criteria A/E or any Consultant of the Criteria A/E.

~~6.4.176.4.18~~ Quality Assurance Testing.

~~6.4.17.16.4.18.1~~ General Requirements.

- .1 The Quality Assurance (“QA”) Testing services listed under ~~Sections 6.4.17.18.2~~ through ~~6.4.17.18.10~~, which is not intended to be an exhaustive list, are not included as Basic Services, however, the Criteria A/E shall provide such services when identified in the **Agreement Form** either itself (if qualified) or through a Consultant properly licensed to perform the required inspections and all related testing services.
- .2 Unless otherwise specified in the Contract Documents, the Criteria A/E shall apply for, secure, and pay for the costs of quality assurance testing, structural testing, and special inspections required under the current edition of Ohio Building Code (“OBC”) Chapter 17.
- .3 Such testing and inspections shall include geotechnical analysis, environmental testing and analysis, concrete, masonry, structural steel, reinforcing steel, welding, bolts, steel connections, HVAC systems and controls, plumbing and piping, air and water balancing and testing, or other testing (e.g., medical gases testing, lead shielding, etc.); or approval required by Applicable Law.
- .4 The Criteria A/E shall identify the name or names of the Consultants it intends to use for all quality assurance and special inspections that would be reasonably anticipated for the Project and shall provide a Schedule of Fees for Typical Services for each Consultant. The Criteria A/E may include a negotiated markup for the Consultant services used.

~~6.4.17.26.4.18.2~~ Geotechnical Analysis. Sampling and analysis of soils and hydrologies, and subsequent reporting and recommendations, upon which architectural and engineering designs may be based. Applicable to Construction Stage observation, testing, and reporting of soils conditions, including testing for types and quality of fill material and its installation, compaction, soil density testing, caisson borings inspections, cut and fill monitoring, etc.

~~6.4.17.36.4.18.3~~ Environmental Testing and Analysis. Sample and analysis of existing conditions or materials for any of a variety of environmental materials, including Hazardous Materials and suspected Hazardous Materials, and subsequent reporting.

~~6.4.17.46.4.18.4~~ Concrete. Test for general quality, such as: slump, air entrainment, cylinder test, core test, ~~swiss~~Swiss hammer.

~~6.4.17.56.4.18.5~~ Masonry. Includes such testing as prism tests, mortar cube, grout tests, water infiltration.

~~6.4.17.66.4.18.6~~ Structural Steel, Reinforcing Steel, Welding, Bolts and Connections. Includes any testing and reporting of any type of steel, including those listed above.

~~6.4.17.76.4.18.7~~ HVAC Systems and Controls. Includes testing and balancing of any or all HVAC components including controls systems.

~~6.4.17.86.4.18.8~~ Plumbing and Piping. Includes testing of water, waste, vent and process piping, and provide associated reporting.

~~6.4.17.96.4.18.9~~ Air and Water Testing and Balancing. Includes testing and balancing of various pneumatic and hydronic piping, and provide associated reporting.

~~6.4.17.106.4.18.10~~ Other. (e.g., Medical Gases testing, Lead Shielding, etc.)

END OF DOCUMENT