



John R. Kasich / Governor
State of Ohio

Robert Blair / Director
Ohio Department of Administrative Services

Ohio**DAS**

General Services
State Architect's Office

Ohio Register

Information of Interest for the
Architectural, Engineering and Construction Industry

Issue Number 219

November 2011

Response Deadline:

Varies by project

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Ohio Register: <http://ci.oaks.ohio.gov>
State Architect's Office website: <http://ohio.gov/sao>

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Ohio Register General Information and Requirements



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General Requirements for Submittals of the Statement of Qualifications

Firms are required to submit the current State of Ohio version of Statement of Qualifications (SAO Form F110-330) available via the SAO website at <http://ohio.gov/sao> (click on Forms). The Federal version of the SF330 form will not be accepted.

Cover letters and transmittals are not necessary. Please place the appropriate project number in the space provided on the form.

Due to limited storage space, we request that paper copies, if requested, be stapled and please refrain from submitting three-ring binders, spiral binders and booklets. SAO requests that supplemental material not be submitted with the Statement of Qualifications. The use of a computerized or typed Statement of Qualifications form is preferred.

Electronic submittals should be combined into one PDF file named with the project number listed on the RFQ and your firm's name. Use the "print" feature of Adobe Acrobat Professional or similar software for creating a PDF rather than using a scanner. If possible, please reduce the file size of the PDF. In Adobe Acrobat Professional, go to Advanced, then PDF Optimizer. Also, please label the CD and the CD cover with the project number and firm name.

Facsimile or e-mailed copies of the Statement of Qualifications will not be accepted.

Reminders

SAO no longer requires an annual submittal of Part II of the Statement of Qualifications form for professional design services. However, professional design firms and construction managers responding to a request for qualifications for State of Ohio projects must submit Part II of the Statement of Qualifications (SAO Form #F110-330) for each firm on its team.

SAO Form #F110-330 (Statement of Qualifications) officially replaced both the ADM-0255 and ADM-0254 forms on March 1, 2008. The ADM-0255 and ADM-0254 forms are no longer accepted.

Declaration Regarding Material Assistance / Non-assistance to a Terrorist Organization

As a result of Ohio Senate Bill 9 (effective April 14, 2006) applicants seeking certain state issued business contracts and funding must fill out new forms indicating that they have not provided financial assistance or support to a terrorist organization.

Prior to executing the Architect/Engineer (A/E) agreement, the selected A/E must represent and warrant that it has not provided any material assistance, as that term is defined in ORC Section 2909.33 (C), to an organization that is identified by, and included on, the United States Department of State Terrorist Exclusion List and that it has truthfully answered "no" to every question on the Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization, and that it has provided or shall provide such to the Contracting Authority and/or the Ohio Business Gateway at <https://ohiobusinessgateway.ohio.gov/OBG/Membership/Security.mvc>.

All DMA forms and reference information, including a list of licenses subject to DMA and the Terrorist Exclusion List, can be found on the Ohio Homeland Security website at http://homelandsecurity.ohio.gov/dma/dma_forms.asp.

The Contracting Authority is responsible for either directing applicants to the forms on the Web site or printing and providing hard copies to the applicant. The Contracting Authority will retain the completed forms along with the application.

Anyone with questions can contact Ohio Homeland Security by calling the DMA hotline number at 614.644.3892 or by email at dma-info@dps.state.oh.us.

ORC 9.24 – Auditor of State Unresolved Findings for Recovery

Effective June 1, 2004, Ohio Revised Code (ORC) 9.24 prohibits the State of Ohio from awarding a contract to any individual or organization against whom the [Auditor of State](#) has issued a findings for recovery if the findings for recovery is unresolved at the time of award of contract.

For more information about how this new statute requirement pertains to Associates, Construction Managers, Consultants, Contractors and Owners, visit the SAO website at: <http://ohio.gov/sao> (click on Auditor of State Findings for Recovery under the Hot Links section.)

EDGE Participation Required on State Design and Construction Projects

The Encouraging Diversity, Growth and Equity (EDGE) program became law July 1, 2003, when Section 123.152 of the Ohio Revised Code was enacted. The program creates a business development program for economically and socially disadvantaged Ohio businesses.

The EDGE business participation goal is usually 5 percent. Proposers for professional services agreements as well as Bidders on construction contracts must demonstrate actual participation in the EDGE program, or provide a demonstration of their good faith efforts (with a letter requesting a waiver of the advertised EDGE participation goal on its letterhead and supporting evidence) to participate in the EDGE program, or both, as indicated in the Ohio Revised Code (123.152) and the Ohio Administrative Code (123:2-16-09).

Interested A/E firms are required to submit the Commitment to Participate in the Edge Business Assistance Program form in its Statement of Qualifications (SAO Form F110-330) submitted in response to the RFQ, to indicate its intent to contract with and use EDGE-certified Business Enterprise(s), as a part of the A/E's team. The Intent to Contract and to Perform and / or waiver request letter and Demonstration of Good Faith Effort form(s) with complete documentation must be attached to the A/E's Technical Proposal. Both forms can be accessed via the SAO website at <http://ohio.gov/sao> (click on Forms). The Intent to Contract and to Perform form is again required at the Fee Proposal stage.

For all Statements of Qualifications, please identify the EDGE-certified Business Enterprises by the name that will participate in the delivery of the proposed professional services solicited in the RFQ.

To learn more about the qualifications for EDGE certification, the process to become an EDGE-certified business, and to find existing EDGE-certified businesses, go to <http://EDGE.ohio.gov>.

Ohio Ethics Law Provision

All professionals that submit or intend to submit proposals for consideration of a contract for professional design services with the state of Ohio are reminded that, as applicable, no sole proprietor, partner, shareholder or other principal of the Architect/Engineer or the spouse of such principal has made, as an individual, at any time within the two previous calendar years, one or more contributions totaling in excess of \$1,000.00 to the Governor or to the Governor's campaign committee, consistent with Section 3517.13 of the Ohio Revised Code.



Professional Design Opportunities

Short List Report

Page last updated: November 19, 2011

Published Date	Project Name	Total Project Cost	Short-listed A/E Firms <i>*Indicates selected firm</i>	Negotiated A/E Fee
08/12/2011 OR #216 Locally Administered	OSU-120059 Cannon Drive Relocation - Phase 1 The Ohio State University Columbus, Ohio	\$17,500,000	NEW DLZ Ohio EMH&T Korda/Nemeth	TBD: Contact Agency / Institution
08/12/2011 OR #216 Locally Administered	OSU-100652 Various Building Demolitions The Ohio State University Columbus, Ohio	\$1,353,000	NEW eS Architecture & Development Feinknopf Macioce Schappa Panich Noel & Associates Perspectus Architecture	TBD: Contact Agency / Institution
08/1/2011 OR #216 Locally Administered	OSU-110672 North Residential District Transformation The Ohio State University Columbus, Ohio	TBD	NEW Ayers Saint Gross (MD) Design Collective (MD) DiMella Shaffer (MA) *Goody Clancy (MA) Hanbury Evans Wright Vlattas & Co (VA) Moore Ruble Yudell (CA) Robert AM Stern Architects (NY) Sasaki Associates (MA)	TBD: Contact Agency / Institution
07/01/2011 OR #215 Locally Administered	UTO-120742 Carlson Library Renovations University of Toledo Toledo, Ohio	\$1,250,000	UPDATED BHDP Architecture Buehrer Group Architecture & Engineering *The Collaborative, Inc.	TBD: Contact Agency / Institution
07/14/2011 OR #215 SAO-Administered	DAS-120001 North High Complex Phase 5 Ohio Department of Administrative Services Columbus, Ohio	\$17,453,580	*Acock Associates Architects Feinknopf Macioce Schappa URS	TBD
07/01/2011 OR #215 SAO-Administered	BWC-110001 L-16 Halon Replacement Project - William Green Building Bureau of Workers' Compensation Columbus, Ohio	\$368,000	M Engineering *Prater Engineering Star Consultants URS	TBD
07/12/2011 OR #215 Locally Administered	BGU-115687 Landscape & Civic Structure Master Plan Bowling Green State University Bowling Green, Ohio	\$100,000	The Collaborative JJR Kinzleman Kline Gossman NBBJ Sasaki Associates	TBD: Contact Agency / Institution
06/24/2011 OR #214 Locally Administered	UTO-121665 Replace Air Handler 4 University of Toledo Toledo	\$1,400,000	UPDATED Contech Design *JDRM Engineering Karpinski Engineering Peters, Tschantz & Associates	TBD: Contact Agency / Institution
06/27/2011 OR #214 SAO-Administered	DOT-110001 & DOT-110002 Jefferson and Wayne County Maintenance Facilities Ohio Department of Transportation Wooster and Wintersville	\$7,000,000	*Miller Watson/JMSA Panich, Noel & Associates Richard Fleischman + Partners Schorr Architects Strollo Architects	TBD
06/08/2011 OR #214 Locally Administered	UTO-111619 New Operating Rooms 13 & 14 University of Toledo Toledo, Ohio	\$1,400,000	Buehrer Group Architecture and Engineering Harley Ellis Devereaux RCM Architects	TBD: Contact Agency / Institution
05/27/2011 OR #213 Locally Administered	KSU-11B168 LEED Process Consulting Services Kent State University Kent, Ohio	\$210,000,000	Doty & Miller Emersion Design Heapy Engineering Sasaki Associates	TBD: Contact Agency / Institution
05/03/2011 OR #213 Locally Administered	ADJ-110017 Rickenbacker Enclave Paving Renovation Adjutant General's Department Columbus, Ohio	\$2,500,000	*American Structure EMHT Jobes Henderson	TBD: Contact Agency / Institution
04/20/2011 OR #212	ADJ-110009 Walbridge Army HVAC Renovation	\$540,000	*Advance Engineering Buehrer Group	TBD: Contact Agency /

Locally Administered	Adjutant General's Department Walbridge, Ohio		DLZ	Institution
04/20/2011 OR #212 Locally Administered	ADJ-110010 Greenville Armory Masonry Renovation Adjutant General's Department Greenville, Ohio	\$180,000	Alan Scheer SFA Shremshock *Star Consultants	TBD: Contact Agency / Institution
04/20/2011 OR #212 Locally Administered	ADJ-110011 Youngstown Armory Paving Renovation Adjutant General's Department Youngstown, Ohio	\$540,000	DLZ KZF *Star Consultants	TBD: Contact Agency / Institution
04/20/2011 OR #212 Locally Administered	ADJ-110012 Tarlton Armory Plumbing Renovation Adjutant General's Department Tarlton, Ohio	\$185,000	Advance Engineering DLZ *Dynamix Engineering	TBD: Contact Agency / Institution
04/20/2011 OR #212 Locally Administered	ADJ-110013 Norwalk Armory Plumbing Renovation Adjutant General's Department Norwalk, Ohio	\$150,000	Bodner *Buehrer Group Dynamix Engineering X-Cel Engineering	TBD: Contact Agency / Institution
4/18/2011 OR #212 Locally Administered	UCN-09113A ACH Campus Lab Energy Savings University of Cincinnati Cincinnati, Ohio	\$3,340,000	Fosdick & Hilmer *Stan & Associates URS Corporation	TBD: Contact Agency / Institution
4/12/2011 OR #212 Locally Administered	UTO-111624 New Cancer Center University of Toledo Toledo, Ohio	\$5,500,000	MBA Architects and Planners Poggemeyer Design Group SSOE	TBD: Contact Agency / Institution
3/31/2011 OR #211 Locally Administered	OSU-081255 High Voltage Switch and Cable Replacement - Phase 2 The Ohio State University Columbus, Ohio	\$13,340,000	NEW Burns & McDonald Fosdick & Hilmer *Patrick Engineering	TBD: Contact Agency / Institution
3/29/2011 OR #211 Locally Administered	OSU-080267 Boiler Replacement - McCracken Power Plant The Ohio State University Columbus, Ohio	\$15,180,000	NEW Burns & McDonnell Eng Co. Inc. Fosdick & Hilmer Lutz Daily & Brain *RMF Engineering	TBD: Contact Agency / Institution
3/7/2011 OR #211 Locally Administered	OSU-110269 Northwest Parking Garage Renovation The Ohio State University Columbus, Ohio	\$1,300,000	NEW Carl Walker Inc *Desman Associates O&S Associates	\$95,744
3/29/2011 OR #211 Locally Administered	OSU-110101 Caldwell Lab Expansion The Ohio State University Columbus, Ohio	\$632,904	NEW eS Architecture & Development Robert E Euans Architects *SPGB Architects	\$51,564
3/7/2011 OR #211 Locally Administered	ZSC-6-2011-1 Advanced Science & Technology Center Zane State College Zanesville, Ohio	\$9,750,000	Addis-Davis-Van Wey Design Group Lincoln Street Studio Phillip Markwood Architects *SHP Leading Design URS Corporation	TBD: Contact Agency / Institution
3/7/2011 OR #211 Locally Administered	ZSC-7-2011-1 Cambridge Training & Education Center Zane State College Zanesville, Ohio	\$10,000,000	*Addis-Davis-Van Wey Design Group Lincoln Street Studio Phillip Markwood Architects SHP Leading Design URS Corporation	TBD: Contact Agency / Institution
3/10/2011 OR #211 Locally Administered	UTO-111605 Hospital Clinical Laboratory University of Toledo Toledo, Ohio	\$200,000	*BEI Associates Harley Ellis Devereaux SSOE	TBD: Contact Agency / Institution
03/29/2011 OR #211 Locally Administered	KSU-11L123 Tri-Towers Residence Halls Rooms & HVAC Upgrades (MEP Engineer) Kent State University Kent, Ohio	\$30,000,000	Dynamix Engineering Heapy Engineering *Scheeser Buckley Mayfield Thorson Baker & Associates	TBD: Contact Agency / Institution
03/29/2011 OR #211 Locally Administered	KSU-11L123 Tri-Towers Residence Halls Rooms & HVAC Upgrades (Architect) Kent State University Kent, Ohio	\$30,000,000	*Domokur Architects KZF Design The Collaborative	TBD: Contact Agency / Institution
03/09/2011 OR #211 Locally Administered	UTO-110129 Core Research Facility - Phase IV University of Toledo Toledo, Ohio	\$929,586	Buehrer Group Architecture & Engineering The JDI Group SSOE Group	TBD: Contact Agency / Institution
03/09/2011 OR #211 Locally Administered	UTO-111387 Resource & Community Learning Center - Phase II University of Toledo Toledo, Ohio	\$900,000	Duket Architects Planners MacPherson Architects Thomas Porter Architects	TBD: Contact Agency / Institution
02/22/2011 OR #210 Locally Administered	OSU-030976 Community Heritage Art Gallery The Ohio State University - Lima Campus Lima, Ohio	\$238,894	NEW Levin Porter Associates Phillip Markwood Architects *The Collaborative	\$31,380

02/24/2011 OR #210 Locally Administered	UCN-09137A Storm Water Demonstration Project University of Cincinnati Columbus, Ohio	\$2,600,000	Bayer Becker Kinzelman Kline Gossman *Kleingers & Associates	TBD: Contact Agency / Institution
02/09/2011 OR #210 Locally Administered	CTI-110001 Columbus State Master Plan Columbus State Community College Columbus, Ohio	TBD	The Collaborative MSI Design *NBBJ Stantec Architecture URS	TBD: Contact Agency / Institution
02/14/2011 OR #210 Locally Administered	UCN-10016B Primary Electric Substation University of Cincinnati Cincinnati, Ohio	\$7,300,000	GDP Group *Patrick Engineering RMF Engineering	TBD: Contact Agency / Institution
02/09/2011 OR #210 Locally Administered	UCN-11096A Crosley Tower - Air Handling Unit Replacement University of Cincinnati Cincinnati, Ohio	\$1,500,000	Fosdick & Hilmer *HAWA Incorporated Motz Engineering URS	TBD: Contact Agency / Institution
01/11/2011 OR #209 Locally Administered	5062-PF07357 East Regional Chilled Water Plant (CA) The Ohio State University Columbus, Ohio	\$41,055,000	NEW Aramark Management Services *Engineering Economics Horizon Engineering Assoc	\$431,201
01/04/2011 OR #209 Locally Administered	BGU-015585 PSLB HVAC Upgrades & Fume Hood Replacement Bowling Green State University Bowling Green, Ohio	\$3,000,000	Buehrer Group Architecture & Engineering Heapy Engineering Korda Engineering *URS Corporation	TBD: Contact Agency / Institution
12/17/2010 OR #208 Locally Administered	OSU-110215 Street and Bridge Maintenance Phase 1 The Ohio State University Columbus, Ohio	\$2,146,000	NEW *American Structurepoint Korda/Nemeth Engineering Prime Engineering & Architecture Resource International	\$254,956
12/20/2010 OR #208 Locally Administered	YSU-111224 STEM Planning Youngstown State University Youngstown, Ohio	\$200,000	*BHDP/ms consultants KA, Inc. Architecture Westlake Reed Leskosky	TBD: Contact Agency / Institution
12/17/2010 OR #208 Locally Administered	UCN-09080A CARE Roof Fan Support Modifications University of Cincinnati Cincinnati, Ohio	\$450,000	Jezerinac Geers Associates *Steven Schaefer Associates THP Limited	TBD: Contact Agency / Institution
12/15/2010 OR #208 Locally Administered	UCN-04132B MSB Rehabilitation - Phase 4 (CM) University of Cincinnati Cincinnati, Ohio	\$82,944,661	Bovis Lend Lease Hunt Construction Group Messer Construction Company	TBD: Contact Agency / Institution
12/17/2010 OR #208 Locally Administered	UCN-09080A CARE Roof Fan Support Modifications University of Cincinnati Cincinnati, Ohio	\$450,000	Jezerinac Geers Associates Steven Schaefer Associates THP Limited	TBD: Contact Agency / Institution
12/17/2010 OR #208 Locally Administered	OSU-110215 Street and Bridge Maintenance - Phase 1 Ohio State University Columbus, Ohio	\$2,146,000	*American Structurepoint Korda/Nemeth Engineering Prime Engineering & Architecture Resource International	TBD: Contact Agency / Institution
11/10/2010 OR #207 Locally Administered	OSU-110207 Howlett Hall Roof Replacement The Ohio State University Columbus, Ohio	\$832,821	NEW *CTL Engineering DLZ KZF Design Legat & Kingscott Shremshock Architects & Engineering	\$160,470
11/22/2010 OR #207 Locally Administered	Project Number TBD 2010 Building Infrastructure Improvements: Computer Services Center (CSC) HVAC Improvements Ohio University Athens, Ohio	\$824,000	DLZ *Kramer Engineers SHP Leading Design W.E. Monks	TBD: Contact Agency / Institution
11/22/2010 OR #207 Locally Administered	Project Number TBD 2010 Building Infrastructure Improvements: Voight Hall, Electrical and Access Improvements and Gamertsfelder Hall Fire Alarm Improvements Ohio University Athens, Ohio	\$1,420,000	DLZ Kramer Engineers SHP Leading Design *W.E. Monks	TBD: Contact Agency / Institution
10/21/2010 OR #206 Locally Administered	CLS-101007 Main Classroom - Roof Replacement Cleveland State University Cleveland, Ohio	\$4,400,000	Architectural Vision Group Domokur Architects *Makovich & Pusti Architects mbi-k2m Architecture	\$305,000
10/05/2010 OR #206 Locally Administered	UTO-111538 Clinical Simulation Center The University of Toledo Toledo, Ohio	\$1,000,000	*BHDP Architecture SmithGroup, Inc. SSOE, Inc.	TBD: Contact Agency / Institution
09/21/2010 OR #205 Locally Administered	OSU-100398 McCampbell Hall - Ambulatory Modifications The Ohio State University Columbus, Ohio	\$10,500,000	NEW Bostwick Design Partnership CBLH Design *Design Group Perspectus Architecture	\$1,011,188

09/21/2010 OR #205 Locally Administered	YSU-111202 Fifth Avenue Athletic Fields Youngstown State University Youngstown, Ohio	\$2,100,000	GPD Group James Burkart Associates JJR	TBD: Contact Agency / Institution
09/09/2010 OR #205 Locally Administered	UTO-111564 UMC 3rd Floor Renovations The University of Toledo Toledo, Ohio	\$4,100,000	*CBLH Design Hasenstab Architects URS	TBD: Contact Agency / Institution
09/28/2010 OR #205 Locally Administered	UCN-10093A Siddall MarketPointe Renovation University of Cincinnati Cincinnati, Ohio	\$2,300,000	*Champlin Architecture FRCH Design MSA Architects	TBD: Contact Agency / Institution
09/27/2010 OR #205 Locally Administered	OSU-108001 BRT-Site Electrical Improvements The Ohio State University Columbus, Ohio	\$2,700,000	Heapy Engineering *Korda/Nemeth Engineering M-Engineering	TBD: Contact Agency / Institution
09/21/2010 OR #205 Locally Administered	OSU-100398 McCampbell Hall - Ambulatory Modifications The Ohio State University Columbus, Ohio	\$10,500,000	Bostwick Design Partnership CBLH Design Inc. *DesignGroup Perspectus Architecture LLC	TBD: Contact Agency / Institution
09/30/2010 OR #205 Locally Administered	UTO-10656R (readvertised) Center for Biosphere Restoration Research: Bowman-Oddy Laboratories and Wolfe Hall Renovations (CM at Risk) The University of Toledo Toledo, Ohio	\$7,888,000	AMEC E&C Services, Inc. *The Lathrop Company, Inc. The Whiting-Turner Contracting Company	TBD: Contact Agency / Institution
08/30/2010 OR #204 Locally Administered	YSU-111204 M1 & M2 Parking Deck Repair/Restoration Youngstown State University Youngstown, Ohio	\$5,200,000	Carl Walker, Inc. DESMAN Associates Walker Parking Consultants	TBD: Contact Agency / Institution
08/31/2010 OR #204 Locally Administered	WSU-110006 Rinzler Athletic Complex Wright State University Fairborn, Ohio	\$4,400,000	Annette Miller Architects Lorenz Williams, Inc. McGill Smith Punshon MSA Architects	TBD: Contact Agency / Institution
08/31/2010 OR #204 Locally Administered	WSU-090025 Concert Hall Renovation Wright State University Dayton, Ohio	\$4,228,000	H3 Hardy Collaboration Hardlines Design Company GBBN Architects Richard Fleischman	TBD: Contact Agency / Institution
07/01/2010 OR #203 Locally Administered	OSU-090468 Howlett - Kottman Steam Upgrades The Ohio State University Columbus, Ohio	\$1,982,907	Korda/Nemeth Engineering *RMF Engineering SSOE, Inc. Varo Engineers, Inc.	\$168,801.02
07/01/2010 OR #203 Locally Administered	OSU-100738 Pomerene - History of Art Renovation The Ohio State University Columbus, Ohio	\$400,000	Braun & Steidl Hardlines Design *Miller Watson Architects	\$45,548
06/18/2010 OR #202 Locally Administered	UTO-100656 Center for Biosphere Restoration Research: Bowman-Oddy Laboratories and Wolfe Hall Renovations (C/M at Risk) The University of Toledo Toledo, Ohio	\$7,888,000	Bostleman Mosser, LLC The Lathrop Co. Messer Construction	N/A: Project was readvertised on 09/30/2010 (see OR #205 above)
05/21/2010 OR #201 SAO Administered	DRC-090040 Roof Replacement - Ohio State Penitentiary Youngstown, Ohio	\$1,685,000	N/A - Project Cancelled	N/A - Project Cancelled
05/21/2010 OR #201 SAO Administered	DRC-090053 HVAC Upgrade 2010 - Warren Correctional Institution Lebanon, Ohio	\$2,500,000	DLZ Ohio, Inc. Kramer Engineers *Prater Engineering Associates Scheeser Buckley Mayfield LLC	TBD / Contract not finalized
05/28/2010 OR #201 Locally Administered	MUN-100014 Harris Dining Hall HVAC Replacement Miami University Oxford, Ohio	\$1,400,000	Heapy Engineering KLH Engineers Prater Engineering	TBD: Contact Agency / Institution
05/28/2010 OR #201 Locally Administered	OSU-081047 John Herrick Drive Rebuild Phase 1 The Ohio State University Columbus, Ohio	\$6,300,000	DLZ Ohio, Inc. EMH&T Kleingers & Associates MS Consultants	TBD: Contact Agency / Institution
05/27/2010 OR #201 Locally Administered	DMR-100003 NODC Paving 2010 Northwest Ohio Developmental Center Toledo, Ohio	\$400,000	The Mannik & Smith Group Chevevey & Piccin *Buehrer Group	\$25,611
04/02/2010 OR #200 SAO Administered	CSU-100010 (CM at Risk) Emery Hall Preservation & Restoration Phase IV Central State University Wilberforce, Ohio	\$1,780,000	Messer Construction Co. *Miles-McClellan Construction Thomas & Marker Construction	TBD / Contract not finalized
02/24/2010 OR #198 Locally Administered	OSU-100266 Stone Lab Green Energy Program Ph 1 The Ohio State University Gibraltar Island Put-in-Bay, Ohio	\$320,000	*Metro DC Engineering, LLC Santee Consulting Services Poggemeyer Design Group	\$46,798

02/19/2010 OR #198 Locally Administered	OSU-080338 College of Medicine Renovation/Addition Hazardous Material Abatement The Ohio State University Columbus, Ohio	\$13,000,000	*Electro-Analytical Inc (dba EA Group) Lawhon & Associates Gandee & Associates	\$15,040
12/07/2009 OR #196 Locally Administered	DRC-090047 Domestic Water & Boiler Replacement Ohio Department of Rehabilitation and Correction Lebanon, Ohio	\$1,425,003	Advanced Engineering Consultants *Kramer Engineers Roger D. Fields & Associates	TBD: Contact Agency / Institution
12/07/2009 OR #196 Locally Administered	DRC-090049 Exterior Door Replacement - Warren Correctional Ohio Department of Rehabilitation and Correction Lebanon, Ohio	\$1,360,000	*eS Architecture & Development KZF Design Renouveau Design	TBD: Contact Agency / Institution
12/23/2009 OR #196 Locally Administered	OSU-090445 Dreese Exterior Sealant Repair The Ohio State University Columbus, Ohio	\$1,270,000	Abbot Studios Architects & Planners *Shremshock Architects, Inc. CTL Engineering	\$112,649.93
12/23/2009 OR #196 Locally Administered	UTO-010656 New Science Building University of Toledo Toledo, Ohio	\$30,000,000	BHDP Architecture *SSOE The Collaborative	TBD: Contact Agency / Institution
11/18/2009 OR #196 Locally Administered	OSU-091575 Patent Cafe Food Kitchens Renovation (Food Service Consultant) The Ohio State University Columbus, Ohio	\$10,747,694	*JEM Associates (NJ) Robert Rippe & Associates (MN) The Hysen Group (MI)	TBD: Contact Agency / Institution
12/07/2009 OR #196 Locally Administered	OSU-091576 Morehouse Parking Garage - Demolish and Construct Surface Lots The Ohio State University Columbus, Ohio	\$2,209,149	*EMH&T Jobes Henderson & Associates Resource International	\$226,551
11/05/2009 OR #195 Locally Administered	UCN-08085A Kettering North Demolition The University of Cincinnati Cincinnati, Ohio	\$3,000,000	*Champlin Architecture JL Bender TRIAD Architects	TBD: Contact Agency / Institution
11/04/2009 OR #195 Locally Administered	UCN-06040C Morgens Hall Renovation and Scioto Decommissioning The University of Cincinnati Cincinnati, Ohio	\$27,748,000	GBBN Moody Nolan *Richard Fleischman + Partners Architects	TBD: Contact Agency / Institution
11/18/2009 OR #195 Locally Administered	OSU-091575 Patent Cafe Food Kitchens Renovation (A/E) The Ohio State University Columbus, Ohio	\$10,747,694	*FRCH Design Worldwide Hendon & Redmond M+A Architects Perspectus Architecture	\$1,217,199
11/18/2009 OR #195 Locally Administered	OSU-100217 Mason Hall - First and Second Floor Renovations The Ohio State University Columbus, Ohio	\$5,974,259	Champlin Architecture *Kallmann McKinnell & Wood Architects (MA) with Bialosky + Partners Architects Phillip Markwood Architects Westlake Reed Leskosky	\$400,500
11/10/2009 OR #195 Locally Administered	OSU-090581 Chemical and Biomolecular Engineering and Chemistry Building - <i>Design Architect</i> The Ohio State University Columbus, Ohio	\$126,000,000	Bohlin Cywinski Jackson (PA) David Brody Bond Aedas (NY) Ellenzweig (MA) FLAD Architects (WI) Payette (NY) Pelli Clark Pelli (CT) Perkins + Will (IL) Pohlshek Partnership (NY) SmithGroup (MI) Tsoi-Kobus & Associates (MA) Wilson Architects (NY) Zimmer Gunsul Frasca (NY)	TBD: Contact Agency / Institution
11/10/2009 OR #195 Locally Administered	OSU-090581 Chemical and Biomolecular Engineering and Chemistry Building - <i>Architect of Record</i> The Ohio State University Columbus, Ohio	\$126,000,000	Anshen + Allen BHDP Braun & Steidl/IKM *Burt Hill Champlin Architecture NBBJ	\$8,425,000
11/10/2009 OR #195 Locally Administered	OSU-090581 Chemical and Biomolecular Engineering and Chemistry Building - <i>Commissioning</i> The Ohio State University Columbus, Ohio	\$126,000,000	*Four Seasons FTC&H Heapy Engineering Horizon Engineering	\$393,333.54
11/10/2009 OR #195 Locally Administered	OSU-090581 Chemical and Biomolecular Engineering and Chemistry Building - <i>MEP</i> The Ohio State University Columbus, Ohio	\$126,000,000	Affiliated Engineers (WI) ARUP (NY) HAWA (OH) M/E Engineering (NY) RMF (MD) Vanderweil (MA)	TBD: Contact Agency / Institution
11/24/2009 OR #195 Locally Administered	OSU-081230 William H. Hall Complex Expansion, Phase 2 - Commissioning	\$33,056,494	*Four Seasons Environmental Horizon Engineering Associates	\$68,088.05

Administered	The Ohio State University Columbus, Ohio		Scheeser Buckley Mayfield	
11/24/2009 OR #195 Locally Administered	OSU-071589 Hopkins Hall Mechanical Improvements The Ohio State University Columbus, Ohio	\$5,668,290	Advanced Engineering DLZ Kramer Engineering *Prater Engineering	\$398,170
10/09/2009 OR #194 Locally Administered	OHU-091500 Clippinger Lab - Phase 2b-3 Ohio University Athens, Ohio	\$6,900,000	Burt Hill URS W.E. Monks & Co. Westlake, Reed, Leskosky	TBD: Contact Agency / Institution
10/19/2009 OR #194 Locally Administered	WSU-100012 Master Plan - Land Use and Development Wright State University Dayton, Ohio	\$200,000	Burt Hill NBBJ Sasaki	TBD: Contact Agency / Institution
09/21/2009 OR #193 SAO- Administered	NEM-090001 (CM) Campus Research and Academic Expansion NEOUCOM Rootstown, Ohio	\$37,930,000	Bovis Lend Lease, Inc. Donley's Inc. *The Ruhlin Company Welty Building Company	TBD / Contract not finalized
09/11/2009 OR #193 SAO- Administered	BWC-100001 BWC Chiller/Ice Tank Replacement Columbus, Ohio	\$1,550,000	DLZ Ohio, Inc. Korda/Nemeth Engineering Motz Engineering *Star Consultants	\$141,260
09/02/2009 OR #193 SAO- Administered	DOT-100001 Noble County Maintenance Facility / ODOT Caldwell, Ohio	\$4,800,000	*Jerome M. Scott Architects ms consultants, inc. Schorr Architects, Inc. Wachtel & McAnally Architects/Planners, Inc.	\$403,171
08/28/2009 OR #192 Locally Administered	WSU-090041 Halon Replacement Project Wright State University Dayton, Ohio	\$500,000	Heapy Engineering Helmig-Lienesch Engineers *Prater Engineering	TBD: Contact Agency / Institution
08/28/2009 OR #192 Locally Administered	WSU-090034 Elevator Upgrades Wright State University Dayton, Ohio	\$500,000	JL Bender Oregon Group Architects *Stilson & Associates, Division of DLZ	TBD: Contact Agency / Institution
08/28/2009 OR #192 Locally Administered	WSU-090038 Health Science Roof Replacement Wright State University Dayton, Ohio	\$317,000	Annette Miller Architects eS Architecture and Development *SFA Architects	TBD: Contact Agency / Institution
08/28/2009 OR #192 Locally Administered	WSU-090029 Rike Hall Second Floor HVAC and General Renovation Wright State University Dayton, Ohio	\$520,000	*Annette Miller Architects Schorr Architects TRIAD Architects	\$50,000
07/14/2009 OR #191 SAO- Administered	NEM-090001 (A/E) Campus Research and Academic Expansion NEOUCOM Rootstown, Ohio	\$37,930,000	Burt Hill, Inc. Hasenstab Architects *TC Architects URS	TBD / Contract not finalized
06/15/2009 OR #190 Locally Administered	UCN-09101A Radiology Office Building The University of Cincinnati Cincinnati, Ohio	\$2,100,000	BSA LifeStructures *GBBN PFB Architects	TBD: Contact Agency / Institution
06/18/2009 OR #190 SAO- Administered	DRC-090026 Fire Alarm Upgrade Lebanon Correctional Institution Lebanon, Ohio	\$3,125,500	*Advanced Engineering Consultants DLZ Ohio KZF Design Kramer Engineers Roger D. Fields & Associates	\$235,213
06/18/2009 OR #190 SAO- Administered	DRC-090050 Roof Replacement Correctional Reception Center Orient, Ohio	\$2,604,199	*Archatas, Inc. Asebrook & Co. Architecture eS Architecture and Development Schorr Architects	\$199,750
06/18/2009 OR #190 SAO- Administered	DRC-090052 Medical/Dental Addition Lorain Correctional Institution Grafton, Ohio	\$1,735,000	Kaczmar Architects Incorporated *mbi k2m Architecture Ziska Architecture	\$268,125
05/06/2009 OR #189 SAO- Administered	EXP-090003 North Parking Lot Improvements Ohio Expositions Commission Columbus, Ohio	\$5,000,000	Kabil Associates, Inc. *Korda/Nemeth Engineering, Inc. Star Consultants, Inc.	\$345,975
04/09/2009 OR #189 SAO- Administered	DAS-010100 North High Street Complex Renovation, Phase 4 Ohio Dept. of Administrative Services Columbus, Ohio	\$52,505,945	*Acock Associates Architects Feinknopf Macioce Schappa Architects Schooley Caldwell Associates	\$4,005,429
04/09/2009 OR #188 SAO- Administered	OHU-071730 Scripps College of Communication - Phase 1 Ohio University Athens, Ohio	\$18,000,000	Feinknopf Macioce Schappa Architects Moody Nolan, Inc. NBBJ Schooley Caldwell Associates *The Collaborative, Inc.	\$1,159,650
02/12/2009 OR #186	DYS-050133 ORVJCF Classroom Addition - Phase 2	\$6,800,000	KZF Design, Inc. Shremshock Architects, Inc.	\$668,827

SAO-Administered	Ohio River Valley Juvenile Correctional Facility		*Wachtel & McAnally Architects/Planners, Inc.	
02/04/2009 OR #186 SAO-Administered	DOT-090005 Rest Areas Renovation Various locations throughout Ohio	\$12,000,000	Feinknopf Macioce Schappa Architects KZF Design *Shremshock Architects	\$889,360
01/30/2009 OR #185 SAO-Administered	CTI-090001 ERC Renovation (Columbus Hall) Columbus State Community College	\$5,400,000	Acock Associates Architects *BHDP Architecture McDonald, Cassell & Bassett Schooley Caldwell Associates	\$389,226
12/15/2008 OR #184 SAO-Administered	DMR-090010 Various Improvements Northwest Ohio & Tiffin Developmental Centers	\$1,655,500	Archatas Bodner & Kerik Architects, Inc. *Buehrer Group Architecture & Engineering, Inc.	\$107,200
12/18/2008 OR #184 SAO-Administered	DMR-090013 Various Improvements Southwest Ohio Developmental Center	\$1,260,000	Archatas *eS Architecture and Development Star Consultants, Inc.	\$158,802
12/01/2008 OR #184 SAO-Administered	DOT-090003 District 11 Re-roof Ohio Department of Transportation New Philadelphia, Ohio	\$4,800,000	Makovich & Pusti Architects, Inc. *Schorr Architects, Inc. Shremshock Architects, Inc.	\$389,000
11/18/2008 OR #183 SAO-Administered	EXP-090002 2008 Electrical Upgrades Ohio Expositions Commission	\$2,100,000	Advanced Engineering Consultants *Bennett Engineering, Inc. DLZ Ohio, Inc. Star Consultants, Inc.	\$180,892
11/10/2008 OR #183 SAO-Administered	EXP-090001 Sheep and Swine Barn Renovations Ohio Expositions Commission Columbus, Ohio	\$11,900,000	Davis Wince, Ltd. McDonald, Cassell & Bassett, Inc. *Schorr Architects, Inc. Star Consultants, Inc.	\$898,244
07/24/2008 OR #179 SAO-Administered	ADJ-090001 Delaware Training and Community Center Adjutant General's Department Delaware, OH	\$21,553,840	KZF Design, Inc. Maddox-NBD, Inc. *Poggemeyer Design Group	\$801,724



Request for Qualifications (A/E)

The Ohio State University
2009 Millikin Rd, 400 Central Classroom Building
Columbus, OH 43210



www.fod.osu.edu
Phone 614-292-4458

Administration of Project: Local Administration

Project Name	<u>Selected Tunnel Replacement Projects</u>	Response Deadline	<u>11/09/2011 4:30 pm</u> local time
Project Location	<u>OSU Main Campus</u>	Project Number	<u>OSU-081049</u>
City / County	<u>Columbus / Franklin</u>	Project Manager	<u>Kevin Koesters</u>
Agency/Institution	<u>The Ohio State University</u>	Contracting Authority	<u>The Ohio State University</u>
No. of paper copies requested (stapled, not bound)	<u>4</u>	No. of electronic copies requested on CD (PDF)	<u>1</u>

Submit the requested number of Statements of Qualifications (SAO Form F110-330) directly to Kevin Koesters at 2009 Millikin Road, room 400, Columbus, OH 43210. See Section H for additional submittal instructions.

Project Overview

A. Project Description

A number of tunnels and internal pipelines on campus are in a deteriorated condition and are in need of partial or full replacement. This project will evaluate the tunnel segments and determine whether to rehabilitate the tunnel or to replace it in a new alignment. All associated steam and condensate, chilled water line, and other utilities in the tunnels will be upgraded or installed as warranted. Tunnel construction work will be coordinated with other campus construction projects. In cases where the tunnel is relocated under roadway pavement, the roadway will be replaced in its entirety and will be designed in accordance with the recently completed Framework Plan.

B. Scope of Services

The first tunnel section to be evaluated by this project will be the tunnel section on 18th Avenue from College to Smith lab and the North Neil Tunnel between 17th and 19th Avenues. Other tunnel sections in other areas of campus will be evaluated and included in this project as budget allows. The University may choose to advance other tunnel sections ahead of the 18th Avenue & Neil Avenue tunnels should the need be identified.

Many of the older tunnels are consist of brick tunnel walls with a reinforced concrete tunnel top which is showing significant deterioration and is in need of repair. The project team will review rehabilitation options in addition to options to relocate the tunnel to the center of the roadway. Should the tunnel be rehabilitated in place, the project will remove abandoned piping, install new piping supports and hangars for the steam and condensate lines, new lighting, and install chilled water piping. Sections of steam pipe will in upsized and replaced to support future demand. New tunnel construction will include new steam and condensate piping, chilled water lines, lighting, and other utilities as warranted. The University may choose to have portions of this project to be delivered by alternative delivery methods in accordance with ORC.

OSU will select the environmental consultant with the Primary A/E for assessment and oversight of existing piping insulation and tunnels.

The firm selected under this RFQ will be responsible to:

1. Complete a feasibility study comparing a rehabilitation of the existing tunnel to the cost of a new tunnel under a different alignment.
2. Preliminary and final design of the tunnel, piping layouts, lighting, MoT, coordination with various OSU stakeholders.
3. Provide bidding assistance
4. Provide construction administrative services including Quality Assurance testing, including but not limited to reinforcing, concrete and pipeline welds, etc.

For projects advertised with an appropriately developed Program of Requirements (POR), upon award of the Agreement, commence with Design. For projects without such a POR, upon award of the Agreement, commence by developing the Program of Requirements.

The selected Architect/Engineer (A/E), as a portion of its required Scope of Services and prior to submitting its proposals, will discuss and clarify with the Owner, the cost breakdown of the Architect/Engineer Agreement detailed cost



Request For Qualifications (A/E) continued

Project Name Selected Tunnel Replacement Projects Project Number OSU-081049

components to address the Owner's project requirements. Participate in the Encouraging Growth, Diversity & Equity (EDGE) Program as required by statute and the Agreement.

As required by the Agreement, and as properly authorized, provide the following categories of services: Program Verification, Schematic Design, Design Development, Construction Document Preparation, Bid and Award Support, Conformed Documents, Construction Phase, Post-Construction Phase, and Extra Services and Additional Services of all types. Refer to *The SAO Manual* for additional information about the type and extent of services required for each.

During the construction period, provide not less than 20 hours (excluding travel time) on-site construction administration services each week, including (1) attendance at progress meetings, (2) a written field report of each site visit, (3) on-site representation comprised of the A/E and its consultant staff involved in the primary design of the project, all having relevant and appropriate types of construction administration experience.

For purposes of completing the Relevant Project Experience Matrix in Section F of the Statement of Qualifications (SAO Form #F110-330), below is a list of relevant scope of work requirements for this RFQ:

1. Similar utility tunnel design
2. Work in an University setting
3. SAO delivery model
4. Steam piping stress analysis
5. Coordinating Environmental abatement

C. Funding / Estimated Budget

Total Project Cost	<u>\$6,380,000</u>	State Funding	<u>\$0</u>
Construction Cost	<u>\$4,667,000</u>	Other Funding	<u>\$6,380,000</u>
Estimated A/E Fee	<u>8.55%</u>		

NOTE: The design fee percentage for this project includes all professional design services, and consultant services necessary for proper completion of the Basic Services for the successful completion of the project, including but not limited to: review and verification of the Program of Requirements provided by the Owner, validation of existing site conditions (but not subsurface or hidden conditions), preparation of cost estimates and design schedules for the project. Fees may be negotiated and allocated for Additional Services (e.g., creation of a Program of Requirements, extensive evaluation or validation of site conditions, extensive pre-design investigations, code-required special inspection and testing, Quality Assurance testing during the construction period, and testing due to unforeseen conditions). Required Professional Liability Insurance will be \$1,000,000 per claim and annual aggregate.

D. Services Required (see note below)

Primary	<u>Civil</u>
Secondary	<u>Mechanical</u>
	<u>Electrical</u>
	<u>Environmental (selected in collaboration with OSU)</u>
	<u> </u>
	<u> </u>
	<u> </u>
Others	<u> </u>

E. Anticipated Schedule

A/E Services Start (mm/yy)	<u>12 / 2011</u>
Construction Contracts Start (mm/yy)	<u>03 / 2013</u>
Construction Contracts Completed (mm/yy)	<u>03 / 2014</u>
A/E Services Completed (mm/yy)	<u>05 / 2014</u>

F. EDGE Participation Goal

Percent of <i>initial</i> TOTAL A/E Fee	<u>5%</u>
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NOTE: The primary A/E shall be (1) a registered architect holding a license and certificate of authorization issued by the Ohio Architects Board pursuant to O.R.C. Chapter 4703, (2) a landscape architect holding a license and certificate of authorization issued by the Ohio Landscape Architects Board pursuant to O.R.C. Chapter 4703, or (3) a professional engineer or professional surveyor holding a license and certificate of authorization issued by the Ohio Engineers and Surveyors Board pursuant to O.R.C. Chapter 4733.

Request For Qualifications (A/E) continued

Project Name Selected Tunnel Replacement Projects

Project Number OSU-081049

G. Evaluation Criteria for Selection

Demonstrated ability to meet Owner's programmed project vision, scope, budget, and schedule on previous projects. Previous experience compatible with the proposed project (e.g., type, size). Relevant past work of prospective firm's proposed consultants. Past performance of prospective firm and its proposed consultants. Qualifications and experience of individuals directly involved with the project. Proposer's previous experience (numbers of projects, sizes of projects) when working with its proposed consultants. Design quality and demonstrated ability of prospective firm and its proposed consultants to provide design services which represent the University's *Design Values for Campus Development* (fod.osu.edu/proj_del/ref/0200_Design_Values.pdf). Specification writing credentials and experience. Experience and capabilities of using Critical Path Method (CPM) schedules as a project management resource. Proximity of prospective firms to the project site. Proposer's apparent resources and capacity to meet the needs of this project. The selected A/E will be required to sign the Professional Design Services Agreement, which can be accessed at fod.osu.edu/vendor. No modifications to the requirements in the contract will be accepted.

Interested A/E firms are required to submit the Commitment to Participate in the EDGE Business Assistance Program form in its Statement of Qualifications (SAO Form #F110-330) submitted in response to the RFQ, to indicate its intent to contract with and use EDGE-certified Business Enterprise(s), as a part of the A/E's team. The Intent to Contract and to Perform and / or waiver request letter and Demonstration of Good Faith Effort form(s) with complete documentation must be attached to the A/E's Technical Proposal. Both forms can be accessed at fod.osu.edu/vendor. The Intent to Contract and to Perform form is again required at the Fee Proposal stage.

For all Statements of Qualifications, please identify the EDGE-certified Business Enterprises, by name, which will participate in the delivery of the proposed professional services solicited in the RFQ.

Prior to executing the Architect/Engineer Agreement, the selected A/E must represent and warrant that it has not provided any material assistance, as that term is defined in O.R.C. Section 2909.33(C), to an organization that is identified by, and included on, the United States Department of State Terrorist Exclusion List and that it has truthfully answered "no" to every question on the Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization, and that it has provided or shall provide such to the Contracting Authority (www.homelandsecurity.ohio.gov/dma/dma_forms.asp).

H. Submittal Instructions

Firms are required to submit the current version of Statement of Qualifications (SAO Form F110-330) available via the SAO website at <http://ohio.gov/sao> (click on Forms).

Paper copies of the Statement of Qualifications should be stapled only. Do not use special bindings or coverings of any type. Cover letters and transmittals are not necessary.

Electronic submittals should be combined into one PDF file named with the project number listed on the RFQ and your firm's name. Use the "print" feature of Adobe Acrobat Professional or similar software for creating a PDF rather than using a scanner. If possible, please reduce the file size of the PDF. In Adobe Acrobat Professional, go to Advanced, then PDF Optimizer. Also, please label the CD and the CD cover with the project number and firm name.

Submit all questions regarding this RFQ in writing via email to Kevin Koesters at koesters.11@osu.edu with the project number included in the subject line (no phone calls please).

Architect/Engineer Selection Rating

The Ohio State University
2009 Millikin Rd, 400 Central Classroom Building
Columbus, OH 43210



www.fod.osu.edu
Phone 614-292-4458

Project Name Selected Tunnel Replacement Projects Proposer Firm _____
Project Number OSU-081049 City, State, Zip _____

Selection Criteria		Value	Score
1. A/E Firm Location (5 points)			
Proximity of primary A/E firm office where majority of work is to be performed in relationship to project site	Less than 50 miles	4 - 5	
	50 to 100 miles	2 - 3	
	More than 100 miles	0 - 1	
2. A/E Firm Size (5 points)			
Number of relevant licensed professionals within primary A/E firm available to perform the work.	Small = Less than 5 licensed professionals	0 - 1	
	Medium = 5 to 15 licensed professionals	2 - 3	
	Large = More than 15 licensed professionals	4 - 5	
3. Current Workload (5 points)			
Amount of fees awarded by the Contracting Authority to the primary A/E Firm in the previous 24 months (exclude projects on hold)	Less than \$500,000	4 - 5	
	\$500,000 to \$1,000,000	2 - 3	
	More than \$1,000,000	0 - 1	
4. Primary A/E Qualifications (30 points)			
a. Project Management Lead	Experience / ability of A/E project manager to manage scope / budget / schedule / quality	0 - 10	
b. Project Design Lead	Experience / creativity of lead designer to meet needs of owner	0 - 5	
c. Technical Staff	Experience / ability of technical staff to develop quality construction documents	0 - 5	
d. Construction Administration	Experience / ability of field representative to identify / solve issues during construction	0 - 10	
5. A/E Consultant Qualifications (10 points)			
Key Discipline Leads	Experience / ability of all key discipline leads to effectively perform the work	0 - 10	
6. Project Team Qualifications (15 points)			
a. Previous Team Collaboration Number of projects that a majority of the team members have worked together	Less than 2 projects (Low)	0 - 1	
	2 to 4 projects (Average)	2 - 3	
	More than 4 projects (High)	4 - 5	
b. LEED* Experience within Team	LEED AP(s)** on Team	0 - 1	
	LEED Registered Project(s)	0 - 2	
	LEED Certified Project(s)	0 - 2	
	Satisfies ALL above Criteria	Sum = 0 - 5	
c. Team Organization	Clarity of responsibility / communication demonstrated by table of organization	0 - 5	
7. Overall Project Team Experience (30 points)			
a. Budget and Schedule Management	Performance in completing projects within original budget and schedule limitations	0 - 5	
b. Experience with Similar Project Type	Less than 3 projects (Low)	0 - 3	
	3 to 6 projects (Average)	4 - 6	
	More than 6 projects (High)	7 - 10	
c. Past Performance	Level of performance as indicated by past A/E evaluations / letters of reference	0 - 5	
d. Knowledge of State of Ohio Capital Project Administration Process	Less than 3 projects (Low)	0 - 3	
	3 to 6 projects (Average)	4 - 6	
	More than 6 projects (High)	7 - 10	
		Subtotal	

* LEED = Leadership in Energy & Environmental Design developed by the U.S. Green Building Council

** LEED AP = LEED Accredited Professional credential by the Green Building Certification Institute

Notes:

Evaluator:

Name _____

Signature _____ Date _____

Request for Qualifications (A/E)

The Ohio State University
2009 Millikin Rd, 400 Central Classroom Building
Columbus, OH 43210



www.fod.osu.edu
Phone 614-292-4458

Administration of Project: Local Administration

Project Name	North Residential District Transformation (Architect of Record - Phase 1)	Response Deadline	11/29/2011 11/14/2011 3:00 pm local time
Project Location	Columbus, OH	Project Number	OSU-110672
City / County	Columbus / Franklin	Project Manager	Megan Kadel-Edwards
Agency/Institution	The Ohio State University	Contracting Authority	The Ohio State University
No. of paper copies requested (stapled, not bound)	4	No. of electronic copies requested on CD (PDF)	1

Submit the requested number of Statements of Qualifications (SAO Form F110-330) directly to Megan Kadel-Edwards at 2009 Millikin Road, room 400, Columbus, OH 43210. See Section H for additional submittal instructions.

Project Overview

A. Project Description

The Ohio State University is preparing to recreate our north residential community through the addition of 3,200 beds of new student housing, creating a new, vibrant neighborhood of nearly 6,000 student residents. Guided by our recently completed One University Framework Plan (<http://oneframework.osu.edu/>), and our dynamic vision for Student Life, this new, densely developed North Campus Residential District must be carefully planned in a manner to reflect the best practices in both urban design, and campus-based student residential life.

Currently the University is working with Design Architect/Urban Planner team on a district plan for the project which will establish the Program of Requirements, building locations, utility strategy, budgets, overall schedule and phasing for the project. **The scope that is described in this RFQ is preliminary and may be changed as a result of the final district plan.**

This RFQ seeks an architectural delivery firm to be the Architect of Record for all or part of Phase One of the North Residential District Transformation. Proposing Architect of Record firms shall pair with a Structural Engineer as part of their 330 submission in response to this RFQ. It is the University's intention to invite the selected Architect of Record to assist in the selection process for the following Phase One delivery consultants: MEP Engineers, Dining Facility Consultant (if needed), Recreational Facility Consultant (if needed), Testing Services, and Commissioning. The Architect of Record will hold the contracts on all the selected consultants. Goody Clancy/Elkus Manfredi is under contract with the University to serve as Urban Planner and Design Architect for the district plan. The selected Architect of Record will be contracted to the University. The Architect of Record will then with a Design Architect for all or part of Phase One through all stages of the project as part of the Architect of Record's basic services.

Phase One has a target construction completion date of March 2014. The final budget will be determined with the district plan, but the University currently anticipates the Total Project Cost for Phase One to be \$50M.

The University requires that all new facilities in this project will minimally obtain LEED Silver certification.

A presentation of the project will be held on November 18th at 9:00am to discuss the project and to answer any questions related to this submittal. The presentation will be held at Women's Field House, 1790 Cannon Drive, Columbus OH 43210.

B. Scope of Services

The selected Architect of Record will validate the initial Program of Requirements created by the Master Plan for all Phase One facilities. In addition, the Architect of Record will be responsible for designing utilities, exterior and interior architecture, interior design, Mechanical, Electrical and Plumbing, technology (including but not limited to data, telecommunications, and audio visual), civil site work, and landscaping to complete Phase One. **The Architect of Record shall coordinate with the Infrastructure Team (contracted directly to the University and hired via separate RFQ) for civil engineering and landscape architecture up to the building envelope. The basic services fee advertised in this RFQ shall cover the aforementioned disciplines. During design, an emphasis will be placed incorporating sustainable technology. The successful shortlisted firms will need to show a demonstrated ability to realize and deliver Higher Education Residential Life projects, project leadership in a complex higher education environment, responsiveness and flexibility to**



Request For Qualifications (A/E) continued

Project Name North Residential District Transformation

Project Number OSU-110672

changes in scope and schedule, experience working as a delivery architect in collaboration with a Design Architect, and must meet the state licensure requirements noted on page 3.

For purposes of completing the Relevant Project Experience Matrix in Section F of the Statement of Qualifications (SAO Form #F110-330), below is a list of relevant scope of work requirements for this RFQ:

1. University Residential Life Projects
2. Complex Higher Education Projects
3. Collaboration with a Design Architect
4. Projects with State of Ohio Agencies

The selected Architect/Engineer (A/E), as a portion of its required Scope of Services and prior to submitting its proposals, will discuss and clarify with the Owner, the cost breakdown of the Architect/Engineer Agreement detailed cost components to address the Owner's project requirements. Participate in the Encouraging Growth, Diversity & Equity (EDGE) Program as required by statute and the Agreement.

As required by the Agreement, and as properly authorized, provide the following categories of services: Program of Requirements Development, Schematic Design, Design Development, Construction Document Preparation, Bid and Award Support, Conformed Documents, Construction Phase, Post-Construction Phase, and Extra Services and Additional Services of all types. Refer to *The SAO Manual* for additional information about the type and extent of services required for each.

During the construction period, provide not less than 60 hours (excluding travel time) on-site construction administration services each week, including (1) attendance at progress meetings, (2) a written field report of each site visit, (3) on-site representation comprised of the A/E and its consultant staff involved in the primary design of the project, all having relevant and appropriate types of construction administration experience.

C. Funding / Estimated Budget

Total Project Cost	<u>\$100,000,000.00</u>	State Funding	<u>\$0</u>
Construction Cost	<u>To be determined</u>	Other Funding	<u>\$100,000,000.00 Bonds</u>
Estimated A/E Fee	<u>4.7% for basic services</u>		

NOTE: The design fee percentage for this project includes all professional design services, and consultant services necessary for proper completion of the Basic Services for the successful completion of the project, including but not limited to: review and verification of the Program of Requirements provided by the Owner, validation of existing site conditions (but not subsurface or hidden conditions), preparation of cost estimates and design schedules for the project. Fees may be negotiated and allocated for Additional Services (e.g., creation of a Program of Requirements, extensive evaluation or validation of site conditions, extensive pre-design investigations, code-required special inspection and testing, Quality Assurance testing during the construction period, and testing due to unforeseen conditions). Required Professional Liability Insurance will be \$3,000,000 per claim and annual aggregate.

D. Services Required (see note below)

Primary	<u>Architectural</u>
Secondary	<u>Structural Engineering</u>
	<u>The following consultants to be selected in collaboration with the university</u>
	<u>MEP Engineer</u>
	<u>Landscape Architect</u>
	<u>Food Service Consultant</u>
	<u>Recreation Consultant</u>
Others	<u>Civil Engineer, Commissioning, Test & Balance</u>

E. Anticipated Schedule

A/E Services Start (mm/yy)	<u>12 / 11</u>
Construction Contracts Start (mm/yy)	<u>11 / 12</u>
Construction Contracts Completed (mm/yy)	<u>04 / 14</u>
A/E Services Completed (mm/yy)	<u>04 / 15</u>

F. EDGE Participation Goal

Percent of *initial* TOTAL A/E Fee 5%

NOTE: The primary A/E shall be (1) a registered architect holding a license and certificate of authorization issued by the Ohio Architects Board pursuant to O.R.C. Chapter 4703, (2) a landscape architect holding a license and certificate of authorization issued by the Ohio Landscape Architects Board pursuant to O.R.C. Chapter 4703, or (3) a professional engineer or professional surveyor holding a license and certificate of

Request For Qualifications (A/E) continued

Project Name North Residential District Transformation

Project Number OSU-110672

authorization issued by the Ohio Engineers and Surveyors Board pursuant to O.R.C. Chapter 4733.

G. Evaluation Criteria for Selection

Demonstrated ability to meet Owner's programmed project vision, scope, budget, and schedule on previous projects. Previous experience compatible with the proposed project (e.g., type, size). Relevant past work of prospective firm's proposed consultants. Past performance of prospective firm and its proposed consultants. Qualifications and experience of individuals directly involved with the project. Proposer's previous experience (numbers of projects, sizes of projects) when working with its proposed consultants. Design quality and demonstrated ability of prospective firm and its proposed consultants to provide design services which represent the University's *Design Values for Campus Development* (fod.osu.edu/proj_del/ref/0200_Design_Values.pdf). Specification writing credentials and experience. Experience and capabilities of using Critical Path Method (CPM) schedules as a project management resource. Proximity of prospective firms to the project site. Proposer's apparent resources and capacity to meet the needs of this project. The selected A/E will be required to sign the Professional Design Services Agreement, which can be accessed at fod.osu.edu/vendor. No modifications to the requirements in the contract will be accepted.

Interested A/E firms are required to submit the Commitment to Participate in the EDGE Business Assistance Program form in its Statement of Qualifications (SAO Form #F110-330) submitted in response to the RFQ, to indicate its intent to contract with and use EDGE-certified Business Enterprise(s), as a part of the A/E's team. The Intent to Contract and to Perform and / or waiver request letter and Demonstration of Good Faith Effort form(s) with complete documentation must be attached to the A/E's Technical Proposal. Both forms can be accessed at fod.osu.edu/vendor. The Intent to Contract and to Perform form is again required at the Fee Proposal stage.

For all Statements of Qualifications, please identify the EDGE-certified Business Enterprises, by name, which will participate in the delivery of the proposed professional services solicited in the RFQ.

Prior to executing the Architect/Engineer Agreement, the selected A/E must represent and warrant that it has not provided any material assistance, as that term is defined in O.R.C. Section 2909.33(C), to an organization that is identified by, and included on, the United States Department of State Terrorist Exclusion List and that it has truthfully answered "no" to every question on the Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization, and that it has provided or shall provide such to the Contracting Authority (www.homelandsecurity.ohio.gov/dma/dma_forms.asp).

H. Submittal Instructions

Firms are required to submit the current version of Statement of Qualifications (SAO Form F110-330) available via the SAO website at <http://ohio.gov/sao> (click on Forms).

Paper copies of the Statement of Qualifications should be stapled only. Do not use special bindings or coverings of any type. Cover letters and transmittals are not necessary.

Electronic submittals should be combined into one PDF file named with the project number listed on the RFQ and your firm's name. Use the "print" feature of Adobe Acrobat Professional or similar software for creating a PDF rather than using a scanner. If possible, please reduce the file size of the PDF. In Adobe Acrobat Professional, go to Advanced, then PDF Optimizer. Also, please label the CD and the CD cover with the project number and firm name.

Submit all questions regarding this RFQ in writing via email to Megan Kadel-Edwards at kadel-edwards.1@osu.edu with the project number included in the subject line (no phone calls please).

Architect/Engineer Selection Rating

The Ohio State University
2009 Millikin Rd, 400 Central Classroom Building
Columbus, OH 43210



www.fod.osu.edu
Phone 614-292-4458

Project Name North Residential District Transformation Proposer Firm _____
Project Number OSU-110672 City, State, Zip _____

Selection Criteria		Value	Score
1. A/E Firm Location (5 points)			
Proximity of primary A/E firm office where majority of work is to be performed in relationship to project site	Less than 50 miles	4 - 5	
	50 to 100 miles	2 - 3	
	More than 100 miles	0 - 1	
2. A/E Firm Size (5 points)			
Number of relevant licensed professionals within primary A/E firm available to perform the work.	Small = Less than 6 licensed professionals	0 - 1	
	Medium = 6 to 11 licensed professionals	2 - 3	
	Large = More than 11 licensed professionals	4 - 5	
3. Current Workload (5 points)			
Amount of fees awarded by the Contracting Authority to the primary A/E Firm in the previous 24 months (exclude projects on hold)	Less than \$50,000	4 - 5	
	\$50,000 to \$100,000	2 - 3	
	More than \$100,000	0 - 1	
4. Primary A/E Qualifications (30 points)			
a. Project Management Lead	Experience / ability of A/E project manager to manage scope / budget / schedule / quality	0 - 10	
b. Project Design Lead	Experience / creativity of lead designer to meet needs of owner	0 - 5	
c. Technical Staff	Experience / ability of technical staff to develop quality construction documents	0 - 5	
d. Construction Administration	Experience / ability of field representative to identify / solve issues during construction	0 - 10	
5. A/E Consultant Qualifications (10 points)			
Key Discipline Leads	Experience / ability of all key discipline leads to effectively perform the work	0 - 10	
6. Project Team Qualifications (15 points)			
a. Previous Team Collaboration Number of projects that a majority of the team members have worked together	Less than 2 projects (Low)	0 - 1	
	2 to 4 projects (Average)	2 - 3	
	More than 4 projects (High)	4 - 5	
b. LEED* Experience within Team	LEED AP(s)** on Team	0 - 1	
	LEED Registered Project(s)	0 - 2	
	LEED Certified Project(s)	0 - 2	
	Satisfies ALL above Criteria	Sum = 0 - 5	
c. Team Organization	Clarity of responsibility / communication demonstrated by table of organization	0 - 5	
7. Overall Project Team Experience (30 points)			
a. Budget and Schedule Management	Performance in completing projects within original budget and schedule limitations	0 - 5	
b. Experience with Similar Project Type	Less than 3 projects (Low)	0 - 3	
	3 to 6 projects (Average)	4 - 6	
	More than 6 projects (High)	7 - 10	
c. Past Performance	Level of performance as indicated by past A/E evaluations / letters of reference	0 - 5	
d. Knowledge of State of Ohio Capital Project Administration Process	Less than 3 projects (Low)	0 - 3	
	3 to 6 projects (Average)	4 - 6	
	More than 6 projects (High)	7 - 10	
		Subtotal	

* LEED = Leadership in Energy & Environmental Design developed by the U.S. Green Building Council

** LEED AP = LEED Accredited Professional credential by the Green Building Certification Institute

Notes:

Evaluator:

Name _____

Signature _____ Date _____

North Residential District Transformation (Architect of Record – Phase 1) Question and Answer List



The Ohio State University
2009 Millikin Rd, 400 Central Classroom Building
Columbus, Ohio 43210

www.fod.osu.edu
Phone: 614-292-4458

	North Residential District Transformation	
Project Name	(Architect of Record – Phase 1)	Project Number <u>OSU-110672</u>
Project Location	<u>Columbus, OH</u>	

Date posted: 11/23/11
Date revised:

Below are questions and answers that were discussed at the RFQ presentation meeting on November 18, 2011 in the Women's Field House:

1. Is the Infrastructure Team in place yet?
A: No, the RFQ will be posted the week of 11/28/11.
2. Will Interior Design be a discipline that will be hired separately and added to the Architect of Record team?
A: If you have interior design as an in-house service, make sure to include that as part of your proposed services in you 330 submission. Do not add an independent Interior Design firm to your submission. FF&E will be done by Student Life's interiors team.
3. How will EDGE Participation be dealt with?
A: In you submission, you must identify how you will achieve 5% minimum EDGE participation as part of Architectural Services and name the firms/companies that you will use. The University encourages EDGE participation to be aligned with your core services.
4. In the presentation, you mentioned that you were not looking for firms to partner and jointly submit a 330, please clarify.
A: Look at it from the University's perspective and only partner with another firm (other than Structural) if it makes logical sense. An EDGE firm can be part of the team, but needs to bring a piece of the architectural services to the team.
5. Will the Design Architect be selected in collaboration between the selected Architect of Record and the University?
A: No, the Design Architect has already been selected. It is Goody/Clancy and Elkis Manfredi. They will be a sub-consultant to the selected architect of record.
6. Will the University be utilizing the new tools available due to Ohio construction reform on this project?
A: Yes, we will likely use CM at Risk.
7. In the event you engage a CM at Risk, when will the GMP occur?
A: We anticipate establishing a GMP approximately half way through CDs.

Question and Answer List continued



Project Name _____ Project Number _____

8. Will there be one CM for all phases of the District Transformation?
A: No, we expect to have two or three CMs in approximately \$100,000,000.00 increments – but this strategy could change and will be determined as part of the ongoing District Plan.
9. We have seen a district layout. Is the district layout finalized?
A: No, we are starting from scratch to establish a district plan with Goody Clancy/Elkus Manfredi. We anticipate that the district plan will be complete by March, 2012.
10. Will Technology be part of the contract?
A: Yes, Technology will be part of the Architect of Record contract but do not include it in your proposal unless your firm offers this service in-house.
11. Is Goody Clancy/ Elkus Manfredi the Design Architect for all or part of Phase One and who will hold their contract?
A: The Architect of Record will hold the contract on the Design Architect. The University maintains the flexibility to select another Design Architect for any specific buildings.
12. Will Goody Clancy/Elkus Manfredi be part of the selection process for Architect of Record?
A: They will be on the interview team and have input but are non-voting participants.
13. Will the Architect of Record get to participate in the selection of the other consultants.
A: MEP will have a separate RFQ and the Architect of Record will participate in those interviews. Other consultants will not have a formal RFQ and interview process.
14. Will Geotechnical Testing and Exploration be part of the Architect of Record team?
A: Yes, as an additional service that will be selected later.
15. Will the Infrastructure Team be contracted under the Architect of Record?
A: No. The Infrastructure Team will be contracted directly to the University. They will coordinate and work with the Architect of Record to develop Construction Documents but there will be no contract between them.
16. Will the Architect of Record handle demolition and hazardous materials abatement?
A: Yes, although there is currently not a lot of scope or dollars in the project dedicated to renovation.
17. Will you select multiple MEP Engineers and Commissioning Agents for each phase of the District Transformation.
A: Yes.

Question and Answer List continued



Project Name _____ Project Number _____

18. The Total Project Cost for this Architect of Record RFQ changed from \$100,000,000.000 down to \$50,000,000.00. Did the overall budget for the District Transformation change?

A: *No.*

19. Will each additional RFQ require that that discipline meet 5% EDGE participation and declare how they will achieve it?

A: *Yes.*

20. What is your schedule for selecting an Architect of Record.

A: *The University anticipates to have them under contract by January 31, 2011.*

21. What is the schedule for the University to select a shortlist?

A: *A shortlist will be established within two weeks of the submission date.*

22. What is the timing for CM at Risk selection?

A: *We will begin the selection process during the first quarter of the year.*

An Additional bit of information regarding 330 Submittals that was brought up after the presentation on 11/18: Please be sure that the ten example projects that are submitted in you 330 are for the submitting architectural firm, not the Structural Engineer.

Meeting Attendance

Time: 9:00-10:00

Date: Fri. Nov. 18, 2011

Place: Women's Field House

Topic: NRDT Arch. of Record Informational Session

Name	Company	E-mail
MARCIE KINNEY	GBBN	mkiney@gbbn.com
TOM GORMLEY	GBBN	tgormley@gbbn.com
LISA CONNELLY	SMBH	LCONNELLY@SMBHINC.COM
STEPHEN METZ	SMBH	smetza@SMBHINC.COM
Paula Ryan Braun & Steidl		pryan@bpa-net.com
Cyndi Paskoff	SHP Leading Design	cpaskoff@shp.com
Andrew Maletz	"	amaletz@shp.com
Karen Holtman	"	kholtman@shp.com
NIRU DABHOLKAR	BARBER & HOFFMAN STRUCTURAL ENGRS	ndabholkar@barberhoffman.com
CHRIS KING	760 ARCHITECTURE	cking@760architects.com
DALE BEELER	KZF DESIGN	dalebeeler@KZF.WM
Phil Ferguson	Cannell Graphics ^{EDGE}	pferguson@cannellgraphics.biz
JAY BOONE	MOODY NOLAN	JBOONE@MOODYNOLAN.COM
Jim Ruffing	Smooot Construction	jruffing@srsmooot.com
LARRY WALDEN	BARTON MALOW	larry.walden@bartonmalow.com
ED KEENER	KORDA	ed.keener@korda.com

Meeting Attendance

Name	Company	E-mail
JAMES PETERSEN	Ciii. Food Service Design	JimPeCiiFSD.com
James Bresler	BRAUN & STEIDL	JBRESLER@BSA-NET.COM
Paula Lawrence	Design +	plawrence@design-plus.com
Dax Coffey	HAWA INCORPORATED	dscollzeyhawaii.com
ART HUPP	glaserworks	aahupp@glaserworks.com
JACK HEDGER	DBSTEN GROUP	JHEDGER@DBSTENGROUP.US.COM
JENNIFER HOFVOTH	"	JHOFVOTH@DBSTENGROUP.US.COM
CHRIS SHRODES	"	CSHRODES@DBSTENGROUP.US.COM
DAVID BRETHM	BRAUN & STEIDL	DBRETHM@BSA-NET.COM
Jeremy Van Ostran	JOBES HENDERSON	jervanostan@jobeshenderson.com
Jim Roberts	"	jroberts@jobeshenderson.com
Michael Hynds	Metropolitan - EDGE Architecture Studio	mhynds@metroarchstudio.com 214-623-0290
Architecture, Planning & Interiors	Metropolitan - EDGE Architecture Studio	Architecture, Planning & Interiors
Kathleen Trivette	Metropolitan - EDGE Architecture Studio	Ktrivette@metroarchstudio.com 214-623-0290
Doy Landerby	PSI	doylanderby@psi.us.com
SUZANNE CODY	MTA ARCHITECTS	suzannec@ma-architects.com
Kim Fleischman	Richard Fleischman + Partners	KFLEISCHMAN@studiorf.com
TED HARDESTY	EDGE Group	thardesty@edgela.com
NICK MCCULLOUGH	KLEINLENS	NICK.MCCULLOUGH@KLEINLENS.COM

Meeting Attendance

Name	Company	E-mail
pete conFar	2cock ASSOC	pconFar@2cock.com
MITCH 2cock 2cock	2cock ASSOC	M2cock@2cock.com
WARREN BULSECO	WTW ARCHITECTS	WBULSECO@WTWARCH.CO
Frank Eisenhower	Karpinski Eng	feisenhower@karpinskieng.com
Ryan Kost	Stamm Schaefer Assoc.	rmk@SSASTRUCTURAL.CO
KEN MILLER	MESSER	KMILLER@MESSER.COM
Dan Hanes	360 Architecture	DHANES@360ARCHITECT.COM
BRETT MEYER	GILBANE	BMEYER@GILBANE.CO.COM
DOUG RYAN	SCHAEFER STRUCTURAL	DJR@SSASTRUCTURAL.COM
Karen Danko	Moody Nolan	Kdanko@moodynolan.com
Laurie Gunzelman	Perspectus	lgunzelman@gunzelmanai.com
Mike Mazzoli	PSI	mike.mazzoli@psi.usa.com
John Eymann	M+A Architects	JohnE@ma-architects.com
Lee Weber	DLZ	LWeber@DLZ.COM
CRAIG RAMBO	MSP	crambo@mcgillsmithpunshon.com
John Wellinger	THP Ltd.	jwellinger@thpLtd.com
Jennifer Horvath	DesignGroup	jhorvath@designgroup.us.com
Chris Shrodes	DesignGroup	cshrodes@designgroup.us.com





North Residential District Transformation (NRDT)

November 18, 2011

Schedule-Driven Selection Process

Construction Schedule: the basics

District Plan Complete	March 2012
Phase 1 Schematic	April 2012
Utilities	December 2013
800 Beds	April 2014
1600 Beds	April 2015
800 Beds	April 2016

Architect of Record RFQ Highlights

Scope Review:

- ⦿ This package is worth \$50M TPC.
- ⦿ Facilities will be determined by the District Plan
- ⦿ May be one or a combination of the following:
Residence Hall(s), Dining, Recreation Facility
- ⦿ Flexibility

Conceptual District Plan



Architect of Record RFQ Highlights

Contracting:

- The Architect of Record (AoR) will be contracted directly to the University.
- The AoR will subcontract the following services selected in conjunction with the University:

Design Architect

MEP Engineering

Testing

Commissioning

Dining Consultant (if needed)

Recreation Consultant (if needed)

Architect of Record RFQ Highlights

330 Submittals:

- ⦿ Include your proposed Structural Engineer
- ⦿ DO NOT include any other disciplines
- ⦿ University wants to build the team, please do not submit in conjunction with another firm.

Architect of Record RFQ Highlights

EDGE Requirement

- ◎ Your strategy for achieving the 5% EDGE participation goal as part of Architectural services should be included in your submission.

NRT

Submittal Rating

10 Example Projects

- ① University Residential Life Projects
- ① Complex Higher Education Projects
- ① Collaboration with a Design Architect
- ① Projects with State of Ohio Agencies

NRT

Interview

Interview

- Who should attend the interview?

Interview Team

Questions?

North Residential District - Existing



Request for Qualifications (A/E)

Miami University
Physical Facilities Department
181 Cole Service Building, Oxford, Ohio 45056



e:davidsea@muohio.edu
Phone: 513.529.2801

Administration of Project: Local Administration

Project Name	<u>Cook Field Renovation</u>	Response Deadline	<u>11/28/11</u>	<u>4:00 pm</u>	local time
Project Location	<u>Patterson Avenue</u>	Project Number	<u>MUN-100017</u>		
City / County	<u>Oxford / Butler</u>	Project Manager	<u>John Seibert</u>		
Agency/Institution	<u>Miami University</u>	Contracting Authority	<u>Miami University</u>		
No. of paper copies requested (stapled, not bound)	<u>1</u>	No. of electronic copies requested on CD (PDF)	<u>1</u>		

Submit the requested number of Statements of Qualifications (SAO Form F110-330) directly to Elizabeth Davidson at 181 Cole Service Building, Oxford, Ohio 45056, davidsea@muohio.edu. See Section H for additional submittal instructions.

Project Overview

A. Project Description

Miami University's Cook Field is located on the northeast corner of State Route 73 and Patterson Avenue in Oxford, Ohio. As the only lighted natural grass play field on campus, it is used primarily for Intramural Sports such as Softball, Flag Football, and Ultimate Frisbee. Many student organizations conduct special events on the field such as Greek Week, First Year Institute Carnival, Relay for Life and many more. The field can be configured to support 4 softball fields, 5 flag football or ultimate frisbee fields, or 3 soccer fields and the field also gets a high amount of drop in use when not scheduled for Intramural Sports. The field also has a ½ mile asphalt-jogging path at its perimeter.

The grass surface is used heavily (lighting ends its hours of use) and is difficult to maintain with no irrigation in dry weather and there is no drainage tile to handle standing water in wet weather. The high use, increasingly uneven grading, varied climatic impact, and soil quality have also made the field challenging for Physical Facilities Department Grounds Crew to maintain. The asphalt path is also in need of replacement as are the softball backstops. There is a lack of support facilities (restrooms and Intramural Sports storage) at this time.

This project will renovate Cook Field, installing a new asphalt path at its perimeter, installing synthetic turf on the north half of the field, new drainage under the entire field, irrigation and new natural turf system on the south half of the field, new backstops for softball, build a new support facility with rest rooms and storage, will rework parking and vehicular ingress / egress around the field, and will address pedestrian and bike connectivity from the field to the rest of campus. The project will also be the first to take advantage of the Miami University Storm Water Master Plan and will include the construction of a new pond for detention and irrigation for the natural turf portion of the field. The pond will be located directly to the south of Cook Field.

The selected firm will be responsible for verifying the design parameters and budget and ultimately preparing the bid documents and monitoring construction for this renovation. Kleingeggers & Associates of Cincinnati, OH is already under contract to design the aforementioned storm water detention pond and the firm selected will be required to coordinate the irrigation system design. Short listed firms will be provided a copy of the programmatic study and storm water master plan for reference and in preparation of interviews.

B. Scope of Services

It is anticipated that Landscape Architecture design services would be the lead with Campus Planning, Civil Engineering, Architectural, Structural and M/E/P engineering as needed to fulfill the scope of the project noted. The University would like to bid the project in February 2012, award in March 2012, install the synthetic turf from April to June 2012 (ready for use June 2012), and install the irrigation and natural grass field from June to September 2012 with the hardscape perimeter work and support facilities being installed during the April to September 2012 duration. All work including punch list and closeout would be completed by no later than October 2012. The selected design team will need to begin work immediately and meet the noted schedule.

The selected Landscape Architect/Architect/Engineer (consulting A/E), as a portion of its required Scope of Services and prior to submitting its proposals, will discuss and clarify with the Owner, the cost breakdown of the Architect/Engineer Agreement and will provide detailed cost components to address the Owner's project requirements. Participate in the Encouraging Growth, Diversity and Equity (EDGE) Program as required by statute and the Agreement.

Request For Qualifications (A/E) continued



Project Name Cook Field Renovation

Project Number MUN-1000017

G. Evaluation Criteria for Selection

Demonstrated ability to meet Owner's programmed project vision, scope, budget, and schedule on previous projects. Previous experience compatible with the proposed project (e.g., type, size). Relevant past work of prospective firm's proposed consultants. Past performance of prospective firm and its proposed consultants. Qualifications and experience of individuals directly involved with the project. Proposer's previous experience (numbers of projects, sizes of projects) when working with its proposed consultants. Specification writing credentials and experience. Experience and capabilities of creating or using Critical Path Method (CPM) schedules and of using CPM schedules as a project management resource. Approach to and success of using partnering and Alternative Dispute Resolution. Proximity of prospective firms to the project site. Proposer's apparent resources and capacity to meet the needs of this project. The selected A/E and all its consultants must have the capability to use the Internet within their normal business location(s) during normal business hours.

Interested A/E firms are required to submit the Commitment to Participate in the Edge Business Assistance Program form in its Statement of Qualifications (SAO Form #F110-330) submitted in response to the RFQ, to indicate its intent to contract with and use EDGE-certified Business Enterprise(s), as a part of the A/E's team. The Intent to Contract and to Perform and / or waiver request letter and Demonstration of Good Faith Effort form(s) with complete documentation must be attached to the A/E's Technical Proposal. Both forms can be accessed via the SAO website at <http://ohio.gov/sao> (click on Forms). The Intent to Contract and to Perform form is again required at the Fee Proposal stage.

For all Statements of Qualifications, please identify the EDGE-certified Business Enterprises, by name, which will participate in the delivery of the proposed professional services solicited in the RFQ.

Prior to executing the Architect/Engineer Agreement, the selected A/E must represent and warrant that it has not provided any material assistance, as that term is defined in O.R.C. Section 2909.33(C), to an organization that is identified by, and included on, the United States Department of State Terrorist Exclusion List and that it has truthfully answered "no" to every question on the Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization, and that it has provided or shall provide such to the Contracting Authority and/or the Ohio Business Gateway (<https://ohiobusinessgateway.ohio.gov/OBG/Membership/Security.mvc>).

H. Submittal Instructions

Firms are required to submit the current version of Statement of Qualifications (SAO Form F110-330) available via the SAO website at <http://ohio.gov/sao> (click on Forms).

Paper copies of the Statement of Qualifications should be stapled only. Do not use special bindings or coverings of any type. Cover letters and transmittals are not necessary.

Electronic submittals should be combined into one PDF file named with the project number listed on the RFQ and your firm's name. Use the "print" feature of Adobe Acrobat Professional or similar software for creating a PDF rather than using a scanner. If possible, please reduce the file size of the PDF. In Adobe Acrobat Professional, go to Advanced, then PDF Optimizer. Also, please mark or label the CD and the CD cover with the project number and firm name.

Submit all questions regarding this RFQ in writing to John Seibert at seiberjk@muohio.edu with the project number included in the subject line (no phone calls please). Questions will be answered and posted to the OAKS Capital Improvements website at <http://ci.oaks.ohio.gov> on a regular basis until one week before the time of proposal submittal. The Question & Answer (Q&A) document can be found by downloading a new version of the RFQ or by clicking on the Q&A link to the right of the project listing. The name of the party submitting a question will not be included on the Q&A document.

Architect/Engineer Selection Rating

Miami University, Facilities Contracting
 181 Cole Service Building
 Oxford, Ohio 45056



e:davidsea@muohio.edu
 Phone: 513.529.2801

Project Name Cole Field Renovation Proposer Firm _____
 Project Number MUN-100017 City, State, Zip _____

Selection Criteria		Value	Score
1. A/E Firm Location (5 points)			
Proximity of primary A/E firm office where majority of work is to be performed in relationship to project site	Less than 60 miles	4 - 5	
	60 to 125 miles	2 - 3	
	More than 125 miles	0 - 1	
2. A/E Firm Size (5 points)			
Number of relevant licensed professionals within primary A/E firm available to perform the work.	Small = Less than 8 licensed professionals	0 - 1	
	Medium = 8 to 20 licensed professionals	4 - 5	
	Large = More than 20 licensed professionals	2 - 3	
3. Current Workload (5 points)			
Amount of fees awarded by the Contracting Authority to the primary A/E Firm in the previous 24 months (exclude projects on hold)	Less than \$500,000	4 - 5	
	\$500,000 to \$1,000,000	2 - 3	
	More than \$1,000,000	0 - 1	
4. Primary A/E Qualifications (30 points)			
a. Project Management Lead	Experience / ability of A/E project manager to manage scope / budget / schedule / quality	0 - 10	
b. Project Design Lead	Experience / creativity of lead designer to meet needs of owner	0 - 5	
c. Technical Staff	Experience / ability of technical staff to develop quality construction documents	0 - 5	
d. Construction Administration	Experience / ability of field representative to identify / solve issues during construction	0 - 10	
5. A/E Consultant Qualifications (10 points)			
Key Discipline Leads	Experience / ability of all key discipline leads to effectively perform the work	0 - 10	
6. Project Team Qualifications (15 points)			
a. Previous Team Collaboration Number of projects that a majority of the team members have worked together	Less than 3 projects (Low)	0 - 1	
	3 to 6 projects (Average)	2 - 3	
	More than 6 projects (High)	4 - 5	
b. LEED* Experience within Team	LEED AP(s)** on Team	0 - 1	
	LEED Registered Project(s)	0 - 2	
	LEED Certified Project(s)	0 - 2	
	Satisfies ALL above Criteria	Sum = 0 - 5	
c. Team Organization	Clarity of responsibility / communication demonstrated by table of organization	0 - 5	
7. Overall Project Team Experience (30 points)			
a. Budget and Schedule Management	Performance in completing projects within original budget and schedule limitations	0 - 5	
b. Experience with Similar Project Type	Less than 2 projects (Low)	0 - 3	
	2 to 6 projects (Average)	4 - 6	
	More than 6 projects (High)	7 - 10	
c. Past Performance	Level of performance as indicated by past A/E evaluations / letters of reference	0 - 5	
d. Knowledge of State of Ohio Capital Project Administration Process	Less than 1 projects (Low)	0 - 3	
	1 to 2 projects (Average)	4 - 6	
	More than 2 projects (High)	7 - 10	
		Subtotal	

* LEED = Leadership in Energy & Environmental Design developed by the U.S. Green Building Council
 ** LEED AP = LEED Accredited Professional credential by the Green Building Certification Institute

Notes:

Evaluator:

Name _____

Signature _____ Date _____

Cook Field Renovation RFQ Question and Answer List



Miami University
Physical Facilities Department
181 Cole Service ▪ Oxford, Ohio 45056

e: davidsea@muohio.edu
v: 513-529-2801

Project Name Cook Field Renovation Project Number MUN-100017
Project Location Patterson Avenue

Date posted: November 16, 2011
Date revised:

Below are the questions that have been received to date for the RFQ of the above-referenced project:

1. Question: We were wondering if we would be required to provide a survey and soil borings as part of our proposal or if both items would be provided to us.
 - A. Excellent question: Miami University would like the consulting A/E team to providing survey and geotechnical services as required delivering a comprehensive and complete project. As part of the geotechnical services please plan to take several borings to determine bearing properties for the proposed new storage and restroom facility as well as for new light pole bases to allow relocating several site lighting masts. Please also plan to provide analysis of soil quality to assist in specifying any amendment, modification or importing of topsoil needed to provide outstanding natural turf on the south half of the field as well as testing to ensure excellent performing substrate for both turf systems.

2. Question: Do you have a preferred EDGE vendor we can partner with?
 - A. Miami University does not have a preferred consultant but strongly encourages all submitting firms to partner with EDGE certified vendors when building their team for submittal. Please take advantage of the Sate of Ohio Edge Certified Providers website <http://eodreporting.oit.ohio.gov/searchEDGE.aspx> and EDGE Program website <http://das.ohio.gov/Divisions/GeneralServices/StateArchitectsOffice/tabid/305/Default.aspx> as resources to assist you in understanding the program and finding team members.

Request for Qualifications (A/E)

Ohio Department of Natural Resources
2045 Morse Road, Bldg. E-3
Columbus, Ohio 43229-6693



www.dnr.state.oh.us
Phone 614.265.6948

Administration of Project: Ohio Department of Natural Resources

Project Name	<u>Landscape Planning & Improvements</u>	Response Deadline	<u>12/20/2011</u>	<u>4:30 p.m.</u> local time
Project Location	<u>ODNR Fountain Square/Fairgrounds Area</u>	Project Number	<u>DNR-120018</u>	
City / County	<u>Columbus / Franklin</u>	Project Manager	<u>Beth Pratt, P.E.</u>	
Agency/Institution	<u>Division of Engineering</u>	Contracting Authority	<u>Division of Engineering</u>	
No. of paper copies requested (stapled, not bound)	<u>Three (3)</u>	No. of electronic copies requested on CD (PDF)	<u>One (1)</u>	

Submit the requested number of Statements of Qualifications (SAO Form F110-330) directly to [Beth Pratt at 2045 Morse Road Bldg. E-3, Columbus, Ohio 43229-6693. See Section H for additional submittal instructions.

Project Overview

A. Project Description

Professional landscape architecture services are requested to assess the condition of the existing grounds at the ODNR Central Office Complex (Fountain Square) and the ODNR area within the State Expositions Center (Fairgrounds), with the goal of providing a master plan for incremental improvements at both sites that will result in a more sustainable, lower maintenance landscape featuring native vegetation with improved storm water treatment and control.

B. Scope of Services

The selected firm shall perform a detailed assessment of the existing landscaping and grounds at the Fountain Square complex and the Fairgrounds areas, including evaluation of the health of existing trees and identification of any designated invasive species present. From this assessment, a master plan will then be created for each area with a strong focus on native and sustainable vegetation, habitat value, storm water quality and discharge management, along with reductions in yearly maintenance costs. Master plans shall include recommendations for phasing of incremental improvements over a minimum of four (4) years, with cost estimates for each phase that build upon existing landscape features and provide both short and long term aesthetic and environmental impacts. An operations and maintenance plan, for implementation by ODNR staff, will also be developed for each site, based on seasonal tasks and installation of incremental improvements. In addition, the consultant shall provide recommendations for improvements to site directional signage throughout the Fountain Square Complex.

Upon approval of the master plans and as directed by ODNR, the selected firm may also be tasked with preparation of bidding documents, estimates of probable construction cost, and providing of construction oversight services during one or more of the incremental improvement phases. The decision to proceed with any phase of this project will be determined by ODNR pending available project funding and successful completion of prior tasks by the consultant.

For purposes of completing the Relevant Project Experience Matrix in Section F of the Statement of Qualifications (SAO Form #F110-330), below is a list of relevant scope of work requirements for this RFQ:

1. Experience with landscape planning and design for urban environments.
2. Experience in the use of native species for landscape design.
3. Experience in the design and implementation of sustainable storm water controls to improve water quality and reduce discharge rates.
4. Experience with landscaping projects that reduce annual maintenance efforts and associated costs.
5. Experience in the preparation of master planning documents that include incremental phases for implementation.
6. Experience in the preparation of Operational and Maintenance (O&M) plans for landscaping projects.
7. Experience with on-site construction administration and observation services for landscaping projects.
8. Experience working with governmental agencies (state, county, municipal, etc.)



Request For Qualifications (A/E) continued

Project Name ODNR Fountain Square/Fairground Areas Landscape Improvements Project Number DNR-120018

the United States Department of State Terrorist Exclusion List (found on the Ohio Homeland Security web site at www.homelandsecurity.ohio.gov/dma.asp) and that it has truthfully answered "no" to every question on the Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization, and that shall provide such to ODNR.

H. Submittal Instructions

Firms are required to submit the current version of Statement of Qualifications (SAO Form F110-330) available via the SAO website at <http://ohio.gov/sao> (click on Forms).

Paper copies of the Statement of Qualifications should be stapled only. Do not use special bindings or coverings of any type. Cover letters and transmittals are not necessary.

Electronic submittals should be combined into one PDF file named with the project number listed on the RFQ and your firm's name. Use the "print" feature of Adobe Acrobat Professional or similar software for creating a PDF rather than using a scanner. If possible, please reduce the file size of the PDF. In Adobe Acrobat Professional, go to Advanced, then PDF Optimizer. Also, please label the CD and the CD cover with the project number and firm name.

Selection of Engineering, Architectural, Landscape Architectural, and Land Surveying Firms
Ohio Department of Natural Resources
Division of Engineering
Evaluation of Statements of Interest

PROJECT: Fountain Square/Fairground Areas
Landscape Improvements

PROJECT NUMBER: DNR-120018

FIRM: _____

EVALUATORS: _____

CITY, STATE: _____

EVALUATION DATE: _____

		Value	Rating	Weight	Score		
A. FIRM'S LOCATION Proximity of office where Project Manager will be located to project site. _____ miles (Estimated)	0-50 miles	5			2.5	0	
	51-100 miles	4					
	101-150 miles	3					
	151-200 miles	2					
	over 200 miles	1					
B. SIZE OF PROJECT TEAM 1. Size from Statement of Interest: Firm _____ Subconsultants _____	Score based on size of team, firm, sub-consultants, as compared to project size and scope.	1-5			0.5	0	
	2. Coordination with subconsultants	Score based on role, location and number of subconsultants.	1-5			0.5	0
C. QUALIFICATIONS OF TEAM 1. Appropriate disciplines and professional registrations provided	Project Manager	1-5			2	0	
	Firm's staff and subconsultants	1-5			1.5	0	
	2. Relative project experience	Firm	1-5			2.5	0
		Project Manager	1-5			3	0
		Team Members (Firm, Staff and Sub-consultants)	1-5			2	0
D. STATE WORK AWARDED RECENTLY 1. ODNR Contracts (fees) in past 3 years: \$ _____	\$0 - \$75k	5			1	0	
	\$75k - \$150k	4					
	\$150k - \$225k	3					
	\$225k - \$300k	2					
	\$300k +	1					
2. Total State of Ohio work (fees) in past 3 years: \$ _____	\$0 - \$250k	5			1.5	0	
	\$250k - \$500k	4					
	\$500k - \$750k	3					
	\$750k - \$1 mil.	2					
	\$1 mil. +	1					
E. GENERAL IMPRESSIONS OF FIRM 1. Quality of Statement of Interest		1-5			2	0	
	2. Performance (ODNR & Others)		1-5		1	0	
TOTAL SCORE					20	0	

Revised 04/08

**STATE OF OHIO
DEPARTMENT OF NATURAL RESOURCES
SUPPLEMENTAL INFORMATION FOR PREQUALIFICATION
FY 2011 – 2012**

FIRM NAME: _____

PRIMARY CORPORATE OFFICE

STREET ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP CODE:** _____

COUNTY: _____

TELEPHONE: _____ **FAX:** _____

PRIMARY OHIO OFFICE (IF PRIMARY CORPORATE OFFICE IS OUT OF STATE)

STREET ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP CODE:** _____

COUNTY: _____

TELEPHONE: _____ **FAX:** _____

SUMMARY OF PROFESSIONAL SERVICES FEES RECEIVED IN THE THREE CALENDAR YEARS LISTED (Insert Index Numbers From Table Below):

	<u>2009</u>	<u>2008</u>	<u>2007</u>
Direct State of Ohio Contract Work:	_____	_____	_____
State of Ohio Subcontract Work:	_____	_____	_____
All Other Work:	_____	_____	_____
Total Fees	_____	_____	_____

INDEX:	
1. Less than \$250,000	4. \$1,000,001 - \$5 million
2. \$250,001 - \$500,000	5. \$5,000,001 - \$10 million
3. \$500,001 - \$1,000,000	6. Greater than \$10 million

The following information is supplemental to Standard Form 330 (Architect-Engineer Qualifications, Part II General Qualifications) submitted to the Division of Engineering, Ohio Department of Natural Resources, for prequalification for professional services as defined in Rule 1501-3-01 of the Administrative Code.

- OHIO CERTIFICATE(S) OF AUTHORIZATION:** Indicate the certificate number(s) of the appropriate certificate(s) issued to your firm by the Board of Registration (Engineers and Surveyors) or Board of Examiners (Architects and Landscape Architects) in accordance with the indicated sections of the Revised Code:

PLEASE NOTE: THESE ARE NOT REGISTRATION NUMBERS FOR INDIVIDUALS. IF UNCERTAIN OF FIRM'S STATUS, CONTACT THE APPROPRIATE BOARD. THIS INFORMATION MUST BE COMPLETED OR YOUR FIRM WILL NOT BE PREQUALIFIED WITH ODNR FOR PROFESSIONAL SERVICES.

4733.16 Engineering and/or Surveying

4703.18 Architecture

4703.331 Landscape Architecture

OR:

If your firm is exempt from Ohio Revised Code Sections 4733.16, 4703.18 and 4703.331, briefly explain the reason for this exemption:

OR:

If you are a sole proprietor, please list the name and registration number of firm's Registered Professional:

2. **AFFIRMATIVE ACTION POLICY:** Pursuant to Section 125.111 of the ORC, the Consultant agrees to develop and implement a written affirmative action program, approved by the State of Ohio, Equal Opportunity Division. To obtain approval, this may be submitted through the <http://ohiobusinessgateway.ohio.gov>.
3. **SEXUAL HARASSMENT POLICY:** Attach a copy of your firm's Sexual Harassment policy statement.
4. **ENCOURAGING DIVERSITY, GROWTH AND EQUITY (EDGE):** If your firm is a certified EDGE participant attach a copy of your current Official EDGE Certificate.
5. **REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION:** Please complete the attached IRS Form W-9.
6. **CERTIFICATE OF INSURANCE:** Please provide evidence of your firm's professional liability insurance coverage as outlined in Section 153.70 of the Ohio Revised Code:

§ 153.70 Professional liability insurance; waiver or substitution.

Text of Statute

(A) Except for any person providing professional design services of a research or training nature, any person rendering professional design services to a public authority shall have and maintain, or be covered by, during the period the services are rendered, a professional liability insurance policy or policies with a company or companies that are authorized to do business in this state and that afford professional liability coverage for the professional design services rendered. The insurance shall be in amount considered sufficient by the public authority.

(B) The requirement for professional liability insurance set forth in division (A) of this section may be waived by the public authority for good cause, or the public authority may allow the person providing the professional design services to provide other assurances of financial responsibility.

HISTORY: 146 v H 231. Eff 11-24-95.

Not analogous to former RC § [153.70](#), amended and renumbered RC § 153.71 in 146 v H 231, eff 11-24-95.

7. **NOTICE ON FINDINGS FOR RECOVERY:** In accordance with Section 9.24 of the Ohio Revised Code, The Department of Natural Resources is prohibited from awarding a contract for goods, services, or construction, paid for in whole or in part with state funds, to a person against whom a finding for recovery has been issued by the Auditor of State, if the finding for recovery is unresolved. Prior to completion of a short list recommendation for each project for which ODNR is selecting firm(s) to provide professional services, ODNR shall verify each consultant's compliance with the requirements of Section 9.24.

8. **COMPOSITION OF FIRM** (Insert number of individuals in appropriate spaces. The number of minority group individuals is to be included in the total as well as Women and Minorities columns, as applicable. Minorities include American Indian, Afro-American, Oriental American and Spanish Surnamed American).

	<u>Total</u>	<u>Women</u>	<u>Minorities</u>
A. <u>Administrative Staff</u>			
Managers	_____	_____	_____
Word Processors, Receptionists, etc.	_____	_____	_____
Accountants, Bookkeepers, etc.	_____	_____	_____
B. <u>Registered Professional Staff</u>			
Professional Engineers	_____	_____	_____
Professional Surveyors	_____	_____	_____
Registered Architects	_____	_____	_____
Registered Landscape Architects	_____	_____	_____
C. <u>Semi-Professional Staff</u>			
Technicians	_____	_____	_____
Drafting Technicians	_____	_____	_____
CADD Operators	_____	_____	_____
D. <u>Other Staff (List Categories)</u>			
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
TOTALS	_____	_____	_____

SIGNATURE OF PREPARER: _____

TITLE: _____ DATE: _____

Request for Qualifications (A/E)

The Ohio State University
2009 Millikin Rd, 400 Central Classroom Building
Columbus, OH 43210



www.fod.osu.edu
Phone 614-292-4458

Administration of Project: Local Administration

Project Name	General Qualifications for Prequalification List of Professional Services – F330 Form, Part II	Response Deadline	12/16/11	4:30 p.m. local time
Project Location	Columbus and Branch Campuses	Project Number	Varies	
City / County	Varies / Varies	Project Manager	Varies	
Agency/Institution	The Ohio State University	Contracting Authority	The Ohio State University	
No. of paper copies requested (stapled, not bound)	1	No. of electronic copies requested on CD (PDF)	1	

Submit the requested number of Statements of Qualifications (SAO Form F110-330) directly to Bernie Costantino at 2009 Millikin Road, room 400, Columbus, OH 43210. See Section H for additional submittal instructions.

Project Overview

A. Project Description

The purpose of this request is to solicit firms that are interested in professional service contracts for new construction and renovation projects that commence through calendar year 2012. **Professional service firms who are currently pre-qualified must re-apply to this RFQ to maintain their pre-qualification status.** The Ohio State University intends to place qualified firms on the Architectural, Engineering and Special Consultant list of pre-qualified professional service firms to provide services for projects that are not advertised through the Ohio Register.

Firms will be evaluated for qualification for specific project types and disciplines and will be placed on one or more of the **“List of Professionals”** by **project type or discipline**. Interested firms must submit **SAO form #F110-330 part II. Provide a paper copy and an electronic copy in your submission.** There is no promise and no guarantee that any firm on The Ohio State University “List of Professionals” will be awarded a professional service contract as the result of the firm being on the list.

The Ohio State University initiates projects based on the needs of the University and program requirements. Contracts for projects will be awarded by using the **Qualifications Based Selection (QBS)** process to select a qualified firm from its “List of Professionals”. OSU will short list candidates from the “List of Professionals” and request short listed candidates to submit Statement of Qualifications **SAO form #F110-330 parts I and II** to specific projects to demonstrate their experience and expertise regarding a proposed team, EDGE participation, consultants and approach to the project.

Firms responding to this request must identify office locations(s) and discipline(s) of professional services that they seek to be included in “List of Professionals” for contracts awarded through the QBS process. The disciplines (function codes) requiring professional services to be considered can be found on page 6 of the Statement of Qualifications (SOQ). Supplemental codes for Ohio State University include:

- OSU-40 Curtain Wall Consulting
- OSU-50 Laboratory Planning & Design
- OSU-60 Hazardous Materials Consulting

B. Scope of Services

Firms seeking approval for architectural services must also indicate the building type that they seek to be included in the “List of Professionals” for contracts awarded through the QBS process. The experience categories (profile codes) requiring professional services to be considered can be found on pages 9 - 12 of the Statement of Qualifications (SOQ). Supplemental codes for Ohio State University include:

- OSU-10 ULAR Planning and Design
- OSU-20 Student Housing
- OSU-30 Utility Infrastructure
- OSU-40 Bridge Inspection

Request For Qualifications (A/E) continued

General Qualifications for Prequalification List of
Project Name Professional Services – F330 Form, Part II

Project Number Varies

pursuant to O.R.C. Chapter 4703, (2) a landscape architect holding a license and certificate of authorization issued by the Ohio Landscape Architects Board pursuant to O.R.C. Chapter 4703, or (3) a professional engineer or professional surveyor holding a license and certificate of authorization issued by the Ohio Engineers and Surveyors Board pursuant to O.R.C. Chapter 4733.

G. Evaluation Criteria for Selection

Response to this Request For Qualifications (RFQ): Firms must submit a fully completed Part II SOQ on SAO form #F110-330. Cover sheets or introductory letters are neither necessary nor desired. Clearly indicate the applicant's area of discipline or core business and, for architectural services, the building types described in Item A of this RFQ that is intended for the University's evaluation of the SOQ. Applications are requested to identify professional registrations and certifications to include: Professional Registration(s), LEED-AP, CCCA, CCM, CCS, CDT and any appropriate certifications. Include your State of Ohio professional registration/certification number (2) on Section 2a. Also, clearly state in Section 5b whether your firm is EDGE and/or MBE certified.

The Ohio State University will approve the firms that will be included on the ***pre-qualified "List of Professionals"*** by ***Project Type and Discipline*** based on experience, expertise, capacity and resources to meet the anticipated needs for the area(s) of special expertise that the firm indicates in its Statement of Qualifications. Firms illustrating experience and qualifications in specific disciplines will be further ranked for specific projects as the University determines the need for services.

Selected A/E's and Prime Consultants will be required to sign the Professional Design Services Agreement, which can be accessed at fod.osu.edu/vendor. No modifications to the requirements in the contract will be accepted. Interested A/E firms will be required to submit current proof of licensure provided by State of Ohio, Board of Examiners of Architect and Engineers.

Selected A/E's will be required to submit the Commitment to Participate in the Edge Business Assistance Program form in its Statement of Qualifications (SAO Form #F110-330) submitted in response to the RFQ, to indicate its intent to contract with and use EDGE-certified Business Enterprise(s), as a part of the their team. The Intent to Contract and to Perform and / or waiver request letter and Demonstration of Good Faith Effort form(s) with complete documentation must be attached to the Professional's Technical Proposal. Both forms can be accessed fod.osu.edu/vendor.

Prior to executing the Professional Design Services Agreement, the selected A/E must represent and warrant that it has not provided any material assistance, as that term is defined in O.R.C. Section 2909.33(C), to an organization that is identified by, and included on, the United States Department of State Terrorist Exclusion List and that it has truthfully answered "no" to every question on the Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization, and that it has provided or shall provide such to the University (www.homelandsecurity.ohio.gov/dma/dma_forms.asp).

H. Submittal Instructions

Firms are required to submit the current version of Statement of Qualifications (SAO Form F110-330) available via the SAO website at <http://ohio.gov/sao> (click on Forms).

Paper copies of the Statement of Qualifications should be stapled only. Do not use special bindings or coverings of any type. Cover letters and transmittals are not necessary.

Electronic submittals should be combined into one PDF file named with the project number listed on the RFQ and your firm's name. Use the "print" feature of Adobe Acrobat Professional or similar software for creating a PDF rather than using a scanner. If possible, please reduce the file size of the PDF. In Adobe Acrobat Professional, go to Advanced, then PDF Optimizer. Also, please label the CD and the CD cover with the project number and firm name.

Submit all questions regarding this RFQ in writing via email to Bernie Costantino at costantino.6@osu.edu with the project number included in the subject line (no phone calls please).

Request for Qualifications (A/E)

The Ohio State University
2009 Millikin Rd, 400 Central Classroom Building
Columbus, OH 43210



www.fod.osu.edu
Phone 614-292-4458

Administration of Project: Local Administration

Project Name	<u>Kottman Hall Fire Alarm System</u>	Response Deadline	<u>12/12/2011</u> <u>4:00 pm</u> local time
Project Location	<u>OSU Main Campus</u>	Project Number	<u>OSU-120217</u>
City / County	<u>Columbus / Franklin</u>	Project Manager	<u>Walter Ingram</u>
Agency/Institution	<u>The Ohio State University</u>	Contracting Authority	<u>The Ohio State University</u>
No. of paper copies requested (stapled, not bound)	<u>3</u>	No. of electronic copies requested on CD (PDF)	<u>1</u>

Submit the requested number of Statements of Qualifications (SAO Form F110-330) directly to Walter Ingram at 2009 Millikin Road, Room 400, Columbus, OH 43210. See Section H for additional submittal instructions.

Project Overview

A. Project Description

This project will install a new Addressable Voice Alarm Communications systems and Elevator Controller Upgrades in Kottman Hall. All work shall comply with The Ohio State University Building Design Standards as well as State and local codes.

B. Scope of Services

The selected Architect/Engineer (A/E), as a portion of its required Scope of Services and prior to submitting its proposals, will discuss and clarify with the Owner, the cost breakdown of the Architect/Engineer Agreement detailed cost components to address the Owner's project requirements. Participate in the Encouraging Growth, Diversity & Equity (EDGE) Program as required by statute and the Agreement.

As required by the Agreement, and as properly authorized, provide the following categories of services: Program Verification, Schematic Design, Design Development, Construction Document Preparation, Bid and Award Support, Conformed Documents, Construction Phase, Post-Construction Phase, and Extra Services and Additional Services of all types. Refer to *The SAO Manual* for additional information about the type and extent of services required for each.

During the construction period, provide not less than 4 hours (excluding travel time) on-site construction administration services each week, including (1) attendance at progress meetings, (2) a written field report of each site visit, (3) on-site representation comprised of the A/E and its consultant staff involved in the primary design of the project, all having relevant and appropriate types of construction administration experience.

For purposes of completing the Relevant Project Experience Matrix in Section F of the Statement of Qualifications (SAO Form #F110-330), below is a list of relevant scope of work requirements for this RFQ:

1. Experience in Fire alarm system design
2. Electrical Engineering
3. HVAC

C. Funding / Estimated Budget

Total Project Cost	<u>\$512,631.75</u>	State Funding	<u>\$0.00</u>
Construction Cost	<u>\$393,935.00</u>	Other Funding	<u>\$512,631.75</u>
Estimated A/E Fee	<u>10.32%</u>		

NOTE: The design fee percentage for this project includes all professional design services, and consultant services necessary for proper completion of the Basic Services for the successful completion of the project, including but not limited to: review and verification of the Program of Requirements provided by the Owner, validation of existing site conditions (but not subsurface or hidden conditions), preparation of cost estimates and design schedules for the project. Fees may be negotiated and allocated for Additional Services (e.g., creation of a Program of Requirements, extensive evaluation or validation of site conditions, extensive pre-design investigations, code-required special inspection and testing, Quality Assurance testing during the construction period, and testing due to unforeseen conditions). Required Professional Liability Insurance will be \$1,000,000 per claim and annual aggregate.

Request For Qualifications (A/E) continued

Project Name Kottman Hall Fire Alarm System Project Number OSU-120217

D. Services Required (see note below)

Primary Engineer- Fire Alarm
 Secondary HVAC Engineering
Electrical Engineering
 Others _____

E. Anticipated Schedule

A/E Services Start (mm/yy) 02 / 12
 Construction Contracts Start (mm/yy) 07 / 12
 Construction Contracts Completed (mm/yy) 10 / 12
 A/E Services Completed (mm/yy) 12 / 12

F. EDGE Participation Goal

Percent of *initial* TOTAL A/E Fee 5%

NOTE: The primary A/E shall be (1) a registered architect holding a license and certificate of authorization issued by the Ohio Architects Board pursuant to O.R.C. Chapter 4703, (2) a landscape architect holding a license and certificate of authorization issued by the Ohio Landscape Architects Board pursuant to O.R.C. Chapter 4703, or (3) a professional engineer or professional surveyor holding a license and certificate of authorization issued by the Ohio Engineers and Surveyors Board pursuant to O.R.C. Chapter 4733.

G. Evaluation Criteria for Selection

Demonstrated ability to meet Owner's programmed project vision, scope, budget, and schedule on previous projects. Previous experience compatible with the proposed project (e.g., type, size). Relevant past work of prospective firm's proposed consultants. Past performance of prospective firm and its proposed consultants. Qualifications and experience of individuals directly involved with the project. Proposer's previous experience (numbers of projects, sizes of projects) when working with its proposed consultants. Design quality and demonstrated ability of prospective firm and its proposed consultants to provide design services which represent the University's *Design Values for Campus Development* (fod.osu.edu/proj_del/ref/0200_Design_Values.pdf). Specification writing credentials and experience. Experience and capabilities of using Critical Path Method (CPM) schedules as a project management resource. Proximity of prospective firms to the project site. Proposer's apparent resources and capacity to meet the needs of this project. The selected A/E will be required to sign the Professional Design Services Agreement, which can be accessed at fod.osu.edu/vendor. No modifications to the requirements in the contract will be accepted.

Interested A/E firms are required to submit the Commitment to Participate in the EDGE Business Assistance Program form in its Statement of Qualifications (SAO Form #F110-330) submitted in response to the RFQ, to indicate its intent to contract with and use EDGE-certified Business Enterprise(s), as a part of the A/E's team. The Intent to Contract and to Perform and / or waiver request letter and Demonstration of Good Faith Effort form(s) with complete documentation must be attached to the A/E's Technical Proposal. Both forms can be accessed at fod.osu.edu/vendor. The Intent to Contract and to Perform form is again required at the Fee Proposal stage. For all Statements of Qualifications, please identify the EDGE-certified Business Enterprises, by name, which will participate in the delivery of the proposed professional services solicited in the RFQ.

Prior to executing the Architect/Engineer Agreement, the selected A/E must represent and warrant that it has not provided any material assistance, as that term is defined in O.R.C. Section 2909.33(C), to an organization that is identified by, and included on, the United States Department of State Terrorist Exclusion List and that it has truthfully answered "no" to every question on the Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization, and that it has provided or shall provide such to the Contracting Authority (www.homelandsecurity.ohio.gov/dma/dma_forms.asp).

H. Submittal Instructions

Firms are required to submit the current version of Statement of Qualifications (SAO Form F110-330) available via the SAO website at <http://ohio.gov/sao> (click on Forms).

Paper copies of the Statement of Qualifications should be stapled only. Do not use special bindings or coverings of any type. Cover letters and transmittals are not necessary.

Electronic submittals should be combined into one PDF file named with the project number listed on the RFQ and your firm's name. Use the "print" feature of Adobe Acrobat Professional or similar software for creating a PDF rather than using a scanner. If possible, please reduce the file size of the PDF. In Adobe Acrobat Professional, go to Advanced, then PDF Optimizer. Also, please label the CD and the CD cover with the project number and firm name.

Submit all questions regarding this RFQ in writing via email to Walter Ingram at ingram.115@osu.edu with the project number included in the subject line (no phone calls please).

Architect/Engineer Selection Rating

The Ohio State University
2009 Millikin Rd, 400 Central Classroom Building
Columbus, OH 43210



www.fod.osu.edu
Phone 614-292-4458

Project Name Kottman Hall Fire Alarm System Proposer Firm _____
Project Number OSU-120217 City, State, Zip _____

Selection Criteria		Value	Score
1. A/E Firm Location (5 points)			
Proximity of primary A/E firm office where majority of work is to be performed in relationship to project site	Less than 50 miles	4 - 5	
	50 to 100 miles	2 - 3	
	More than 100 miles	0 - 1	
2. A/E Firm Size (5 points)			
Number of relevant licensed professionals within primary A/E firm available to perform the work.	Small = Less than 10 licensed professionals	4 - 5	
	Medium = 10 to 20 licensed professionals	2 - 3	
	Large = More than 20 licensed professionals	0 - 1	
3. Current Workload (5 points)			
Amount of fees awarded by the Contracting Authority to the primary A/E Firm in the previous 24 months (exclude projects on hold)	Less than \$50,000	4 - 5	
	\$50,000 to \$100,000	2 - 3	
	More than \$100,000	0 - 1	
4. Primary A/E Qualifications (30 points)			
a. Project Management Lead	Experience / ability of A/E project manager to manage scope / budget / schedule / quality	0 - 10	
b. Project Design Lead	Experience / creativity of lead designer to meet needs of owner	0 - 5	
c. Technical Staff	Experience / ability of technical staff to develop quality construction documents	0 - 5	
d. Construction Administration	Experience / ability of field representative to identify / solve issues during construction	0 - 10	
5. A/E Consultant Qualifications (10 points)			
Key Discipline Leads	Experience / ability of all key discipline leads to effectively perform the work	0 - 10	
6. Project Team Qualifications (15 points)			
a. Previous Team Collaboration Number of projects that a majority of the team members have worked together	Less than 2 projects (Low)	0 - 1	
	2 to 4 projects (Average)	2 - 3	
	More than 4 projects (High)	4 - 5	
b. LEED* Experience within Team	LEED AP(s)** on Team	0 - 1	
	LEED Registered Project(s)	0 - 2	
	LEED Certified Project(s)	0 - 2	
	Satisfies ALL above Criteria	Sum = 0 - 5	
c. Team Organization	Clarity of responsibility / communication demonstrated by table of organization	0 - 5	
7. Overall Project Team Experience (30 points)			
a. Budget and Schedule Management	Performance in completing projects within original budget and schedule limitations	0 - 5	
b. Experience with Similar Project Type	Less than 3 projects (Low)	0 - 3	
	3 to 6 projects (Average)	4 - 6	
	More than 6 projects (High)	7 - 10	
c. Past Performance	Level of performance as indicated by past A/E evaluations / letters of reference	0 - 5	
d. Knowledge of State of Ohio Capital Project Administration Process	Less than 3 projects (Low)	0 - 3	
	3 to 6 projects (Average)	4 - 6	
	More than 6 projects (High)	7 - 10	
		Subtotal	

* LEED = Leadership in Energy & Environmental Design developed by the U.S. Green Building Council
** LEED AP = LEED Accredited Professional credential by the Green Building Certification Institute

Notes:

Evaluator:

Name _____

Signature _____ Date _____



Request for Proposal

The State Architect's Office of Energy Services requests proposals for:

Project OSU-110670
Energy Conservation Measures
The Ohio State University
Columbus, Franklin County

Date Issued: November 29, 2011

Pre-Proposal Meeting
December 16, 2011, 1:00 - 3:00 p.m.
The Ohio State University
400 Central Classroom Building
2009 Millikin Road
Columbus, Ohio 43210
Parking: Tuttle Park Garage

Proposal Opening
March 29, 2012 - 2:00 p.m.
The Ohio State University
Attention: Mr. Charlie Conner
400 Central Classroom Building
2009 Millikin Road
Columbus, Ohio 43210

This Request for Proposals consists of four parts and 19 attachments for a total of 160 pages. Supplements may be attached to this Request for Proposal with a beginning header page and an ending trailer page. Please verify that you have a complete copy.

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Request for Proposal

Ohio Department of Administrative Services
General Services Division
State Architect's Office • 4200 Surface Road • Columbus, Ohio 43228-1395



<http://ohio.gov/sao>
StateArchOff@das.state.oh.us
Phone 614.466.4761

**Project OSU-110670
Energy Conservation Measures
The Ohio State University
Columbus, Franklin County**

PART ONE: EXECUTIVE SUMMARY

- 1.1 Purpose. This is a Request for Proposals ("RFP") under Ohio Revised Code ("O.R.C.") Chapter [3345]. The Ohio State University ("Owner") is issuing this RFP to solicit competitive sealed proposals ("Proposals") for its Energy Conservation Measures (the "Project"). If a suitable offer is made in response to this RFP, the Owner may enter into a contract (the "Contract") to have the selected Offeror (the "Contractor") perform the Project. This RFP provides details on what is required to submit an Proposal for the Project, how the Owner will evaluate the Proposals, and what will be required of the Contractor in performing the Project.

This RFP also provides the estimated dates for the various events in the submission process, selection process, and Project performance. While these dates are subject to change, prospective Offerors must be prepared to meet them as they currently stand. **Any failure to meet a deadline in the submission or evaluation phases and any objection to the dates for performance in the Project phase may result in the Owner, in its sole discretion, refusing to consider the Proposal of the Offeror.**

- 1.2 Background. Pursuant to O.R.C. Chapter [3345], the Owner may implement energy, water, and wastewater conservation measures to significantly reduce energy and/or water consumption, capital costs, and operating costs of its buildings. In compliance with O.R.C. Chapter [3345], the Owner may enter into contracts for the implementation of energy, water, and wastewater saving measures in these facilities.

"Performance contracting" is a method of obtaining energy and water conservation measures, including design, installation, financing, and maintenance services, without initial capital expense. These contracts fund building improvements out of existing utility operating dollars. Such funding allows the Owner to take advantage of cost saving projects that might otherwise be foregone. This RFP begins the process by which such contracts will be executed. The goal is to maximize financial benefit to the Owner through implementation of these measures.

- 1.3 Structure of this RFP. This RFP is organized into four parts and has 19 attachments, as listed below.

Parts

Part 1	Executive Summary
Part 2	General Instructions
Part 3	Evaluation of Proposals
Part 4	Contract Award

Attachments

Attachment 1	Proposal Format
Attachment 2	Site-specific Guidelines and Information
Attachment 3	Utility Information
Attachment 4	General Conditions of the Contract
Attachment 5	ECM and Energy Savings Guarantee Requirements
Attachment 6	Offeror Profile and Information Form
Attachment 7	Offeror Reference Form
Attachment 8	Personnel Profile Summary
Attachment 9	Energy and Water Conservation Measure (ECM/WCM) Form
Attachment 10	Cost and Savings Summary and Certification
Attachment 11	Service Agreement Cost Summary Form
Attachment 12	Wage Rate Requirements
Attachment 13	Contracting Definitions
Attachment 14a	Performance Contract

Attachment 14b	Performance and Payment Bond Form
Attachment 15a	Service Agreement
Attachment 15b	Guarantee Bond
Attachment 15c	Service Scope of Work
Attachment 16	OSU Building Design Standard and Lighting Specifications

1.4 Calendar of Events. The schedule for the Project is given below. The Owner may, in its sole discretion, change this schedule at any time. If the Owner changes firm dates in the schedule before Contract award, it will do so by an addendum to this RFP. Changes in the Project schedule after the Contract award will be made through the amendment provisions in the General Conditions of the Contract. It is each prospective Offeror's responsibility to check with the Owner for current information regarding this RFP and its Calendar of Events.

Firm Dates

RFP Issued: November 29, 2011
 Inquiry Period Begins..... November 29, 2011
 Inquiry Period Ends:..... March 26, 2012, 4:00 p.m.
 Pre-proposal Meeting Date:..... December 16, 2011, 1:00 - 3:00 p.m.
 Proposal Deadline:..... March 29, 2012, 2:00 p.m.

Estimated Dates

Selection of Finalist:..... TBD during contract negotiation
 Finalist Agreement to Contract Terms
 and Conditions and Delivery of all items
 Precedent to Contract Execution: TBD during contract negotiation
 Approval of Award of Contract
 by College Board of Trustees: TBD during contract negotiation
 Estimated Contract Execution: June 18, 2012
 Estimated Project Work Begins: July 2, 2012

There are references in this RFP to the Proposal deadline. Offerors must assume, unless it is clearly stated to the contrary, that any such reference means the date and time that the Proposals are due and not just the date.

PART TWO: GENERAL INSTRUCTIONS

- 2.1 Documents. Proposal documents (excluding prints) are available from The Ohio State University website at <http://fod.osu.edu/vendor>, the OAKS Capital Improvements website at <http://ci.oaks.ohio.gov> and the State Purchasing website at www.ohio.gov/procure.
- 2.2 Contacts. Each interested Offeror must provide a contact person who will be the person of record for all correspondence regarding this RFP. The Offeror must provide a name, title, postal address, phone number, facsimile number, and electronic mail address for the person of record.

The Owner will be represented by both a Project Engineer and Owner Representative during the Proposal process.

The Project Engineer for this Project is:

Oscar Zanganeh, P.E., CEM, LEED AP
 State Architect’s Office of Energy Services
 4200 Surface Road
 Columbus, Ohio 43228-1395
 Phone: 614.466.7369
 E-mail: oscar.zanganeh@das.state.oh.us

The Owner Representative is:

Mr. Charlie Conner
 The Ohio State University
 400 Central Classroom Building
 2009 Millikin Road
 Columbus, Ohio 43210
 E-mail: conner.26@osu.edu

The OSU Facility Representatives are:

Bldg #	Building	Building Coordinator	Phone	E-mail	Zone Leader	Phone	E-mail
148	Scott Lab	Todd Efke Todd Efke	614.247.4068	efkeman.1@osu.edu	John Keller	614.688.4579	keller.235@osu.edu
70	Physics Research Building (PRB)	Mark Reed	614.292.6090	reed.19@osu.edu	Charles (Stan) Highley	614.688.5485	highley.16@osu.edu
112	Biomedical Research Tower (BRT)	Joe Hissong	office: 614.292.0850 cell: 614.557.5291	hissong.17@osumc.edu	Jennifer Smith	office: 614.293.6911 cell: 614.562.0081	jennifer.smith7@osumc.edu
246, 245, 247	Recreation & Physical Activity Center (RPAC), PAES, McCorkle	Dave DeAngelo	614.247.6009	deangelo.1@osu.edu	Karen Crabbe	614.688.8083	crabbe.12@osu.edu
299	Vet Hospital	Craig Miller	614.292.6148	miller.133@osu.edu	Mike Lyles	614.688.4058	lyles.17@osu.edu

2.3 Eligible Energy and Water Conservation Measures. The Offeror should attempt to maximize energy savings and financial benefit through energy and water conservation measures at the Site. Energy and water conservation measure means an installation or modification of an installation in, or a remodeling of, an existing building in order to reduce energy and water consumption and operating costs, pursuant to O.R.C. Section [3345.61/156.01]. The term energy conservation measure includes, but is not limited to, the installation, modification, and replacement of:

- Insulation in building structure and systems within the building;
- Storm windows and doors, multiglazed windows and doors, and heat absorbing or heat reflective glazed and coated window and door systems; additional glazing; reductions in glass area; and other window and door system modifications that reduce energy consumption and operating costs;
- Automatic energy control systems;
- Heating, ventilating, and air conditioning systems;
- Caulking and weather-stripping;
- Lighting fixtures to increase the energy efficiency of the lighting system without changing the overall illumination of a building, unless an increase in illumination is necessary to conform to the applicable state or local building code for the proposed lighting system;
- Energy recovery systems;
- Cogeneration systems that produce steam or heat as well as electricity, for use primarily within a building or complex of buildings;
- Any other modification, installation, or remodeling approved by the Project Engineer and Owners Representative as an energy conservation measure.

The term water conservation measure includes, but is not limited to, the installation, modification, and replacement of:

- Water-conserving fixture, appliance, or equipment, or the substitution of a nonwater-using fixture, appliance, or equipment;
- Water-conserving, landscape irrigation equipment;
- Landscaping measure that reduces storm water runoff demand and capture and hold applied water and rainfall, including landscape contouring such as the use of a berm, swale, or terrace and including the use of a soil amendment, including compost, that increases the water-holding capacity of the soil
- Rainwater harvesting equipment or equipment to make use of water collected as part of a storm water system installed for water quality control;
- Equipment for recycling or reuse of water originating on the premises or from another source, including treated, municipal effluent;
- Equipment needed to capture water for nonpotable uses from any nonconventional, alternate source, including air conditioning condensate or gray water;
- Any other modification, installation, or remodeling approved by the board of trustees of a state institution of higher education, as defined in section 3345.011 [3345.01.1] of the Revised Code, as a water conservation measure for one or more buildings or the surrounding grounds owned by the institution.

2.4 Pre-Proposal Meeting.

2.4.1 Mandatory Meeting: The Offeror must attend the pre-proposal meeting, where the Consultant and the Owner will answer questions regarding site access, project requirements and contract documents. The Owner will only consider proposals from Offerors that attended the mandatory pre-proposal meeting.

2.4.2 Registration: The Offeror must register the following information for the mandatory Pre-Proposal Meeting and for the purpose of receiving Notices from the University:

- Name of Contact
- Postal Address,
- facsimile number,

- and email address.

2.4.3 Meeting Minutes: The Project Engineer will prepare minutes of the pre-proposal meeting, which will be provided to all Offerors present.

- 2.5 Walk-throughs. A walk-through will be conducted at the conclusion of the pre-proposal meeting. Dates for additional walk-throughs, if necessary, will be provided at the pre-proposal meeting. Additional Site access for the purposes of data collection prior to the Proposal deadline may be scheduled at the convenience of the Owner.

During the walk-throughs, all Offerors will be escorted together and will be afforded equal access to facilities. Reasonable efforts will be made to provide accurate, uniform information to all Offerors. The Consultant will be the sole point of contact during the walk-throughs.

- 2.6 Inquiries. Offerors may make inquiries regarding this RFP any time during the inquiry period listed in the calendar of events. To make an inquiry, Offerors must submit questions in writing, either by e-mail, fax, or postal mail, to the Consultant. The Offeror shall also submit a copy of the inquiry to the Owner Representative.

Inquiries about a specific portion of this RFP must reference the relevant part of this RFP and the heading for the provision in question. The inquiry must contain the name of the Offeror's representative who is responsible for the inquiry, the Offeror's name, the representative's preferred method of response, and the appropriate fax number, e-mail address, or postal address.

The Owner will attempt to respond to all inquiries within seventy-two (72) hours, excluding weekends and state holidays. The Owner will not respond to any inquiries received after 4:00 p.m., January 13, 2012. All inquiries and their responses will be distributed to all Offerors. The originator of the inquiry will not be disclosed in the distribution.

- 2.7 Requests for Interpretation. If the Offeror finds any perceived conflict, error, omission or discrepancy on or between the Drawings, Specifications, attachments, or any of the Contract Documents, the Offeror shall submit a written request to the Consultant for an interpretation or clarification. The Offeror is responsible for prompt delivery of such request. Inquiries of this nature are subject to the same deadlines as other inquiries.

Any interpretation of the Contract Documents made by any party other than the Consultant, or in any manner other than a written response is not binding and the Offeror may not rely upon any such interpretation. The Owner will not compensate the offeror after contract execution for a claim alleging insufficient data, incomplete Contract Documents, or incorrectly assumed conditions with respect to the nature or character of the work if the Offeror did not submit the written inquiry prior to the expiration of the inquiry period.

- 2.8 Addenda to RFP. Should an inquiry prompt the Owner to amend the RFP, the Owner will publish written notice to each Offeror at the address the Offeror registered with the Owner for the mandatory Pre Proposal Meeting. The Addenda will be deemed to have been validly given if the Addenda is issued and mailed or otherwise furnished to each Offeror's contact person of record.

When an Addendum to this RFP is necessary less than five (5) days before the Proposal deadline, the Owner may extend the Proposal deadline through an announcement via postal mail or facsimile or e-mail with confirmation. Addenda announcements may be provided any time before March 23, 2012, at 4:00 p.m. The Owner will make reasonable attempts to contact all Offerors; however, it is the responsibility of each Offeror to check for announcements, addenda, and other current information regarding this RFP.

- 2.9 Reserved.

- 2.10 Communication Restrictions. From the release of this RFP until an Proposal is selected and the Contract executed, Offerors shall not communicate with any Owner staff concerning this RFP except through the inquiry method. Exceptions to this restriction are the pre-proposal meeting, walk-throughs, and any communication that the Owner initiates during the evaluation process. If an Offeror engages in any unauthorized communication, the Owner may reject that Offeror's Proposal.
- 2.11 Form and Content. The requirements for the Proposal's formatting and contents are contained in Attachment 1 to this RFP. Each Proposal should be organized in an indexed binder ordered in the same manner as the response items are ordered in the Attachment 1 to this RFP.

Each Proposal should be prepared simply and economically, providing a straightforward, concise description of the Offeror's ability to meet the requirements of the RFP. Fancy bindings, colored displays, promotional material, etc., shall receive no evaluation credit. Emphasis should be on completeness and clarity of content.

- 2.12 Multiple or Alternate Proposals. The Owner discourages, but does not prohibit, multiple Proposals from a single Offeror. The Contractor shall submit each such proposal in a separate sealed envelope. Additionally, the Offeror must treat every proposal submitted as a separate and distinct submission and include in each Proposal all materials, information, documentation and other items this RFP requires for an Proposal to be complete and acceptable. No alternate Proposal may incorporate materials by reference from another Proposal made by the Offeror or refer to another Proposal. The Owner will judge each alternate Proposal on its own merits.
- 2.13 Proposal Submittal. Each Offeror must submit 5 copies of its Proposal, which will include one signed original and four copies, in a sealed envelope. The envelope should be clearly marked "Energy Conservation Measures RFP" on the outside.

Proposals are due no later than March 29, 2012, at 2:00 p.m., Standard Time. Proposals must be submitted to:

The Ohio State University
Attention: Mr. Charlie Conner
400 Central Classroom Building
2009 Millikin Road
Columbus, Ohio 43210

The Owner may, in its sole discretion, reject any Proposals or unsolicited Proposal amendments that are received after the deadline. An Offeror who mails an Proposal should allow adequate mailing time to ensure its timely receipt. The Owner may, in its sole discretion, reject late Proposals regardless of the cause for the delay.

- 2.14 Acknowledgement. By submitting an Proposal, the Offeror acknowledges that it has read this RFP, understands it, and agrees to be bound by its requirements. The Offeror also agrees that the Contract shall be the complete and exclusive statement of the agreement between the Owner and the Offeror and shall supersede all communications between the parties regarding the Contract's subject matter.
- 2.15 Amendments to Proposals. Amendments or withdrawals of Proposals shall be allowed only if the amendment or withdrawal is received before the Proposal deadline. No amendment or withdrawal shall be permitted after the Proposal deadline, except as authorized by this RFP.
- 2.16 Public Disclosure. All Proposals and other material submitted shall become the property of the Owner. Sensitive or proprietary information should not be included in an Proposal or supporting materials. Additionally, all Proposals will be available to the public after the Contract has been awarded, pursuant to O.R.C. Section 149.43.

The Owner will retain all Proposals or a copy of them, as part of the Contract file for at least three (3) years. After the retention period, the Owner may return, destroy, or otherwise dispose of the RFP Proposals or the copies.

PART THREE: EVALUATION OF PROPOSALS

- 3.1 Proposal Opening. The Owner will open Proposals in a manner that does not disclose their contents. After Proposals are opened, the Owner will prepare a public registry of Proposals containing the name and address of each Offeror. In order to ensure fair and impartial evaluation, Proposals and submittals in response to the Request for Proposals shall not be available for public inspection and copying pursuant to Section 149.43 of the Ohio Revised Code until after the award of the Contract.
- 3.2 Right of Rejection. The Owner reserves the right to accept or reject any or all Proposals, in whole or in part, and reserves the right to award the Contract to any remaining Offeror the Owner determines, in its sole discretion, to have submitted the lowest responsive and responsible Offer. The Owner may, in its sole discretion, reject any proposal if:
- it is delivered after the Proposal deadline;
 - it is unrealistic in cost savings or excessive in price;
 - the Offeror engages in collusion;
 - the Offeror takes exception to the terms and conditions of this RFP;
 - the Offeror fails to comply with the procedure for participating in the RFP process;
 - the Offeror's Proposal fails to meet any requirement of this RFP;
 - the Owner believes that the Proposal is not in the Owner's interests to consider or accept.
- 3.2.1 The Owner may, in its sole discretion and for any reason, cancel this RFP, reject all the Proposals, and seek to perform the Project through a new RFP or other means.
- 3.2.2 The Owner shall not be liable for any costs incurred by an Offeror in responding to this RFP, regardless of whether the Owner awards the Contract through this process, cancels this RFP for any reason, or contracts for the Project through another RFP or another process.
- 3.3 Evaluation Phases. The evaluation process may consist of up to four distinct phases:
1. Initial review of all Proposals for defects;
 2. The evaluation committee's evaluation of the Proposals;
 3. Request for more information (interviews, presentations, and/or demonstrations); and
 4. Negotiations.
- Phases three and four may be deemed unnecessary at the discretion of the evaluation committee.
- 3.4 Clarifications. During the evaluation process, the evaluation committee may request clarifications from any Offeror. The Owner reserves the right to allow any Offeror a reasonable opportunity to cure a minor irregularity or technical deficiency in a Proposal, provided that the irregularity or deficiency does not give the Offeror an unfair competitive advantage. Such a clarification shall not be considered an amendment to a Proposal.
- 3.5 Responsiveness Review. The Owner will review all Proposals for timeliness, format, and completeness. The Owner in its sole discretion may reject any late, incomplete, or incorrectly formatted Proposal. The Owner may, waive or permit an Offeror to correct a minor defect.
- 3.5.1 If a late Proposal is rejected, the Owner shall not open it or evaluate it for format or completeness. The Owner will forward all timely, complete, and properly formatted Proposals to an evaluation committee, which the Owner will chair.
- 3.6 Committee Review. The evaluation committee will evaluate and numerically score each Proposal that passes the Responsiveness Review. The evaluation will be according to the criteria contained in this

part of the RFP. The committee may also have the Proposals, or portions of them, reviewed and evaluated by independent third parties or other personnel with relevant technical or professional experience. The committee may also seek the review of end users of the Project or the advice of other committees that have subject matter expertise or an interest in the Project.

3.6.1 The evaluation will result in a point total being calculated for each Proposal. The Offeror(s) submitting the highest-rated Proposal(s) may be scheduled for the next phase. The number of Proposals forwarded to the next phase shall be within the committee's sole discretion.

3.6.2 At any time during the Committee Evaluation phase, the committee may ask an Offeror to correct, revise, or clarify any portions of its Proposal.

3.7 Proposal Evaluation Criteria. In the evaluation phase, the committee will rate the Proposals based on the following criteria and the following weight assigned to each criterion:

3.7.1 Responsibility, Capability, and Qualifications (20 points). The Proposal shall indicate the ability of the Offeror to meet the terms of the RFP, especially the quantity and quality of recent projects similar in scope to that described in the RFP. In determining whether an Offeror is responsible, factors to be considered include, without limitation:

- The experience of the Offeror;
- The financial condition of the Offeror;
- The conduct and performance of the Offeror on previous contracts;
- The management skills of the Offeror;
- The ability of the Offeror to execute the Contract properly.
- References for projects similar in size and scope;
- Audited financial statements for the past three (3) years;
- A valid contractor's license from an OBBC certified county, municipal or health department that required a test to obtain such license;
- Certification by the Ohio Construction Industry Examining Board; or
- Registration of certification by an OBBC municipality or county for the preceding consecutive five (5) years, pursuant to demonstration of proof of bonding and insurance.

3.7.2. Qualified Personnel (10 points). The Proposal shall indicate the competence of personnel whom the Offeror intends to assign to the Project. Qualifications will be measured by education, engineering certification, and experience, with particular emphasis on experience with projects of similar scope as that described in the RFP. Emphasis will be placed upon the qualifications of the Offeror's project manager and the manager's dedicated management time, as well as that of other key personnel working on this Project.

3.7.3 Technical Approach (30 points). The Proposal shall indicate the methods used by the Offeror to define the Project. Factors to be considered include:

- Listing of energy and water conservation measures investigated; reasons for inclusion and exclusion of various measures;
- Data collection: methods used, thoroughness, and accuracy;
- Calculation methodology: acceptability of assumptions and methods, adjustments to calculations based upon experience from similar projects; margins of error and conservatism in approach; historical accuracy of predictions based upon similar projects;
- Awareness and responsiveness of Offeror to owner preferences, operational factors, and limitations at the facility;

- Mention of additional maintenance, operational, capital, or other measures which may increase savings, but have not been quantified in savings amounts;
- Consideration of utility rate structures and utility incentives, if any;
- Incorporation of ongoing training, maintenance, and customer support following installation;
- Verification of savings and adherence to performance contract, including adjustments for weather and load changes.

3.7.4. Cost and Savings (30 points). Points will be awarded based upon the relative value of the Project to the Owner over a prescribed payback cycle. A Cost Summary Form is included as Attachment 10 of this RFP.

3.7.5 Service Agreement, Energy Guarantee (10 Points). Ability to provide a multi-year energy guarantee and manage the Service Agreement for a period of [ten/fifteen] years. Capability to provide all services described in the Service Agreement for the duration of the guarantee period.

3.8 Interviews, Demonstrations, and Presentations.

3.8.1 Selecting Proposals: In selecting proposals, the Proposal Evaluation Committee will select the proposal or proposals most likely to result in the greatest savings when the cost of the proposal is compared to the energy , water, or wastewater cost savings, operating cost savings, and avoided capital costs that will result from implementing the proposal.

3.8.2 Appearance before the Proposal Evaluation Committee: The Proposal evaluation committee may require Offerors to interview with the committee, make presentations about their Proposal, and/or demonstrate their products or services. Such presentations, demonstrations, and interviews will provide an Offeror the opportunity to clarify its Proposal and to ensure a mutual understanding of the Proposal's content. The presentations, demonstrations, and interviews will be scheduled at the convenience and discretion of the evaluation committee. The evaluation committee may record any presentations, demonstrations, and interviews.

3.9 Rankings and Contract Negotiations. The evaluation committee shall submit their rankings to the Owner who may, at its sole discretion, commence negotiations with one or more competing Offerors. The Owner will select which Offeror(s) with whom it shall negotiate by determining which Offeror(s) is reasonably likely to be awarded the contract under this RFP. The Owner may reject all Proposals and cancel this RFP at any time during the RFP process.

3.9.1 The Owner may not disclose any information derived from any of the Proposals to competing Offerors. The Owner shall limit access to information contained in the Proposals to those people with a need to know the information.

3.10 Offeror(s) shall negotiate in good faith. Offeror(s) may negotiate only the specific aspects of the RFP that the Owner, in its sole discretion, selects for negotiation. The General Conditions of the contract are non-negotiable. Offeror(s) may negotiate modifications to the Service Scope of Work Exhibit 1 of the Service Agreement. Offeror(s) may not attempt to gain access to the contents of another Offeror's Proposal before the award of the Contract or cancellation of this RFP. Any Offeror that attempts to gain access to another's Proposal before Contract award or cancellation of this RFP may be disqualified. Offerors shall not submit a Proposal assuming that there will be an opportunity to negotiate.

PART FOUR: CONTRACT AWARD

- 4.1 Notice of Award. Upon completion of the evaluation, the State will issue a Notice of Award to the selected Offeror. The Notice of Award will state that award and execution of the Contract is based upon the expectation that the highest scoring Offeror will comply with all conditions precedent for Contract execution within 90 days of the date of the Notice of Award.

Noncompliance with such conditions may be cause for the State to cancel the Notice of Award and award the Contract to the next highest scoring Offeror, or resubmit the Contract for Proposals, at the State's sole discretion.

The State, in its sole discretion, may extend the time for submittals that are conditions precedent for Contract execution for good cause shown. No extension shall serve as a waiver of the conditions precedent for Contract execution.

- 4.2 Timely Execution. The failure to award and execute the Contract within 90 days of the Proposal deadline invalidates the entire Proposal process and all Proposals submitted, unless the time is extended by written consent of the Offeror whose Proposal the State has accepted, and the State concurs with such an extension.
- 4.3 Cost Adjustments. If the Contract is awarded within 90 days of the Proposal deadline, any increases in material, labor, financing costs and subcontract costs must be borne by the Offeror without alteration of the amount of the Proposal.

If the Contract is not awarded within 90 days of the Proposal deadline due to delays on the part of the State, the Offeror will be entitled to a Change Order authorizing payment of verifiable increased costs in materials, labor, financing costs or subcontracts. The State shall also be entitled to verifiable decreases in such costs.

If the Contract is not awarded within 90 days of the Proposal deadline due to delays on the part of the Offeror, any increased costs will be borne by the Offeror.

- 4.4 Conditions Precedent to Contract Execution. Documents necessary for Contract execution include, but are not limited to, the following:
- Performance Contract.
 - Service Agreement, and associated Energy Cost Savings Guarantee.
 - Performance and Payment Bond. To support the Bond, a Certificate of Compliance issued by the Department of Insurance, showing the Performance and Payment Bond Surety is licensed to do business in Ohio. Provide a valid Power of Attorney of the agent signing for the Surety.
 - Guarantee Bond. To support the Bond, a Certificate of Compliance issued by the Department of Insurance, showing the Guarantee Bond Surety is licensed to do business in Ohio. Provide a valid Power of Attorney of the agent signing for the Surety.
 - Ohio Workers' Compensation Certificate.
 - Certificate of Insurance (ACORD form is acceptable) and copy of additional insured endorsement. The State reserves the right to request a certified copy of the Offeror's insurance policies.
 - If the Offeror is a foreign corporation, e.g., not incorporated under the laws of Ohio, a Certificate of Good Standing from the Secretary of State showing the right of the Offeror to do business in the State; or, if the Offeror is a person or partnership, the Offeror has filed with the Secretary of State a Power of Attorney designating the Secretary of State as the Offeror's agent for the purpose of accepting service of summons in any action brought under O.R.C. Section 153.05 or under O.R.C. Sections 4123.01 to 4123.94, inclusive.

- The contractor is not subject to a finding for recovery has been issued by the auditor of state pursuant to Section 9.24 of the Ohio Revised Code
- Declaration Regarding Material Assistance / Non-Assistance to a Terrorist Organization Form (“DMA”)
- Certificate of Compliance with Affirmative Action Programs, issued pursuant to O.R.C. Section 9.47, by the Equal Employment Opportunity Division of the Department of Administrative Services.
- Plumbing, electrical, hydronics, refrigeration and HVAC Contractors shall submit proof of current licensing by Applicable Law.
- Financing Documents, if Offeror proposes, and State selects, financing by Offeror.
- Approved State Controlling Board request, if applicable.
- If entering into a contract of \$2,000,000, or more, Contractor shall submit a legible copy of all the Proposal Information used to prepare the Contractor’s Proposal for the Contract to the Proposal Information Escrow Agent and attach a Proposal Information Escrow Agreement and Affidavit.
- Drug Free Safety Program Participation: All Offeror(s) entering into a Contract on a State administered Project will be required to be enrolled, and in good standing in an Ohio Bureau of Workers’ Compensation (OBWC) Drug-Free Safety Program (DFSP) or an equivalent BWC approved DFSP that meets the requirements specified in O.R.C. Section 153.03 (“OBWC-approved DFSP”). Contractors entering into a Contract shall require each of its Subcontractors on the Project to also be enrolled in a BWC approved DFSP. Prior to authorizing a Subcontractor to commence work on the Project, the Contractor shall submit confirmation of enrollment of their Subcontractors to the Engineer. In addition to BWC approved DFSP Level 1 requirements, the Department also requires that each Contractor and each Subcontractor include random drug testing of 5 percent of their employees that provide on-site labor on State administered construction site(s) for each Project. The random drug testing percentage shall also include the on-site supervisors of the Contractors and Subcontractors. Level 1 random drug testing shall otherwise comply with the same testing guidelines and criteria as required for BWC approved Level 2 testing.

Attachment 1 - Proposal Format

Ohio Department of Administrative Services
General Services Division
State Architect's Office ▪ 4200 Surface Road ▪ Columbus, Ohio 43228-1395

OhioDAS
<http://ohio.gov/sao>
StateArchOff@das.state.oh.us
Phone 614.466.4761

**Project OSU-110670
Energy Conservation Measures
The Ohio State University
Columbus, Franklin County**

PROPOSAL FORMAT

These instructions describe the required format for a responsive RFP Proposal. The Offeror may include any additional information it believes is relevant. An identifiable tab sheet shall precede each section of a RFP Proposal, and each RFP Proposal must follow the format outlined below. All pages, except pre-printed technical inserts, shall be sequentially numbered.

Each RFP Proposal must include sufficient data to allow the evaluation committee to verify the total cost for the Project and all of the Offeror's claims of meeting the RFP's requirements. Each RFP Proposal must respond to every request for information in this Attachment 1 whether the request requires a simple "yes" or "no" or requires a detailed explanation. Simply repeating the RFP's requirement and agreeing to comply will be an unacceptable response and may cause the RFP Proposal to be rejected.

Any material deviation from the format outlined below may result in a rejection of the non-conforming RFP Proposal.

Each RFP Proposal must contain the following:

1. Offeror Profile and Information Form (Attachment 6)
 2. Subcontractor Profile
 3. Offeror Performance
 4. Staffing Plan
 5. Personnel Profile Summaries
 6. Technical Approach
 7. Project Schedule
 8. Support Requirements
 9. Cost and Savings Summary (Guaranteed Savings), Contractor Certification (Attachment 10)
 10. Letters of Commitment for Guarantee Bond and Performance Bond
 11. Conflict of Interest Statement
 12. Financial Requirements
 13. Proof of Insurance
 14. Service Agreement Cost Summary Form (Attachment 11)
 15. Evidence that the Offeror is enrolled and in good standing, prior to submitting a RFP Proposal, in a Drug- Free Safety Program ("DFSP") approved by the Ohio Bureau of Worker's Compensation.
1. Offeror Profile. Each RFP Proposal must include a profile of the Offeror and its relevant experience working on projects similar to this Project. The Offeror Profile Form is included as Attachment 6 and must include:
- Offeror's legal name, address, and telephone number;
 - Date established;
 - Offeror's Federal Tax Identification number;
 - Principal place of business;

- Local office from which Project will be managed;
- Ownership (such as public firm, partnership, or subsidiary);
- Firm leadership (such as corporate officers or partners);
- Number of employees;
- Number of employees engaged in work directly related to the Project;
- Contact person for all correspondence regarding this RFP, to include name, title, phone number, fax number, postal address, and e-mail address;
- List of subcontractors, if any, that the Offeror will use on the Project;
- Any other background information that will help the evaluation committee gauge the Offeror's ability to successfully complete the Project.

The Offeror must also include three references for which the Offeror has successfully provided services on projects that were similar in their nature, size, and scope to the Project. These references must be from current projects or projects that were completed within the past seven years. This RFP includes an Offeror Reference Form as Attachment 7. The Offeror must complete this form for each reference.

Each reference shall be willing to discuss the Offeror's performance on the reference project with the evaluation committee.

2. Subcontractor Profile. For each proposed subcontractor, the Offeror must attach a letter from the subcontractor, signed by a representative authorized to legally bind the subcontractor, with the following included in the letter:
 - a. The subcontractor's legal name, tax identification number, and principal place of business address;
 - b. Printed name and phone number of the authorized subcontractor representative;
 - c. A description of the Work the subcontractor will perform;
 - d. A certified commitment to perform the Work if the Offeror is selected;
 - e. A certified statement that the subcontractor has read and understood the RFP and will comply with the requirements of the RFP.
3. Offeror Performance. The Offeror must provide the following information for this section for the past seven years:
 - a. Whether the Offeror has had a contract terminated for default or cause. If so, the Offeror must submit full details, including the other party's name, address, and telephone number.
 - b. Whether the Offeror has been assessed any damages in excess of (\$100,000), including liquidated damages, under any of its existing or past contracts with any organization (including any governmental entity). If so, the Offeror must provide complete details, including the name of the other organization, the reason for the damages, and the amount for each incident.
 - c. Whether the Offeror was the subject of any governmental action limiting the right of the Offeror to do business with that entity or any other governmental entity.
 - d. Whether trading in the stock of the company has ever been suspended with the date(s) and explanation(s).
 - e. Whether the Offeror, any officer of the Offeror, or any owner of a 20% interest or greater in the Offeror has filed for bankruptcy, reorganization, a debt arrangement, moratorium, or any proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding.
 - f. Whether the Offeror, any officer of the Offeror, or any owner with a 20% interest or greater in the Offeror has been convicted of a felony or is currently under indictment on any felony charge.

If the answer to any item in (a) through (f) is affirmative, the Offeror must provide complete details about the matter. While an affirmative answer to any of these items will not automatically disqualify an Offeror from

consideration, such an answer and a review of the background details may result in a rejection of the Offeror's RFP Proposal, at the sole discretion of the evaluation committee. The committee will make this decision based on its determination of the seriousness of the matter, the matter's possible impact on the Offeror's performance on the Project, and the best interests of the Owner.

4. Staffing Plan. The Offeror must provide a staffing plan that identifies all personnel required to perform the Project. The plan must have the following information:
 - a. A matrix matching each key team member to the staffing requirements in this RFP.
 - b. A contingency plan that shows the ability to add more staff if needed to meet the Project's due date(s).
 - c. A discussion of the Offeror's ability to provide qualified replacement personnel.

The Offeror must submit a statement that clearly indicates the time commitment of the proposed Project team, including the Project Manager, to this Project and other projects during the term of the Contract. The Offeror must also include a statement indicating to what extent, if any, the Project Manager may be used on other projects during the term of the Contract. The evaluation committee may reject any RFP Proposal that commits the proposed Project Manager to other projects during the term of the Project if the committee believes that doing so will be detrimental to the Offeror's performance.

One of the criteria on which the Owner will base the award of the Contract is the quality of the Offeror's Project team. Switching personnel after Contract award shall not be permitted without the Owner's prior written approval.

5. Personnel Profile Summaries. Each RFP Proposal must include a profile for each member of the proposed Project team. The profile form is included in this RFP as Attachment 8. Offerors may duplicate this form and complete it for each team member. If additional space is needed for completion of the form for any team member, the Offeror should use the back of the form. Each form must be completed using the format given in the attachment. The various sections of the form are described below.
 - a. Name and Title.
 - b. Education and Training. This section must be completed to list the education and training of the proposed candidates and will demonstrate, in detail, the proposed candidate's ability to properly execute the Contract based on the relevance of the education and training to the requirements of the RFP.
 - c. References. Provide three references for which the proposed candidate has successfully demonstrated meeting the requirements of the RFP on a project of similar size and scope within the past seven years. If fewer references are provided, the Offeror must include an explanation. For each reference the following information must be provided:
 1. Contact Information. The contact name, phone number, company name, and address. An alternate contact name in the company, address, and phone number shall also be provided, in case the primary contact cannot be reached.
 2. Dates of Service. Must be completed to show the length of time the candidate performed the technical experience being described, not the length of time the candidate worked for the company. The Offeror must complete these dates with a beginning month and year and an ending month and year.
 3. Description of the Related Service Provided. Offerors must reiterate the technical experience being described, including the capacity in which the experience was performed and the role of the candidate in the project. It is the Offerors' responsibility to customize the description to clearly substantiate the candidate's qualification.
 - d. Resume. The candidate's resume must follow the completed form.

6. Technical Approach. The Offeror must fully describe its approach, methods, and specific work steps for completing this Project and producing the deliverables required under the Contract. The Owner seeks insightful responses that demonstrate a thorough understanding of the nature of the Project and the Owner's needs and limitations. Recommended solutions should demonstrate that the Offeror would be prepared to quickly undertake and successfully complete the required tasks. The Offeror should describe the Offeror's experience and ability to work in an educational environment and campus setting occupied by a diverse student population.

The Offeror's work plan should be consistent with its staffing plan, project schedule, support requirements, and other parts of its RFP Proposal.

For each energy conservation or water conservation measure ("ECM" or "WCM") listed in the work plan, the Offeror must complete the ECM/WCM Form included in this RFP as Attachment 9.

7. Project Schedule. The Offeror must provide a detailed Project schedule for significant Project milestones and deliverables. The Project schedule should be delivered as a Gantt chart, showing all major Project tasks on a week-by-week schedule to serve as the basis for managing the Project. The Offeror must also identify and describe all risk factors associated with the forecasted milestone schedule.
8. Support Requirements. The Offeror must describe the nature and extent of the support it requires from the Owner to accomplish the Project other than what the Owner has offered elsewhere in this RFP.

The Owner may not be able or willing to provide the additional support the Offeror lists in this part of its RFP Proposal. The Offeror must therefore indicate whether its request for additional support is a requirement for its performance. If any part of the list is a requirement, the Owner may reject the Offeror's RFP Proposal if the Owner is unwilling or unable to meet the requirements.

9. Cost and Savings Summary. This RFP includes a Cost and Savings Summary and Certification Form provided as Attachment 10. The Offeror must fill in all relevant blank spaces in the Cost and Savings Summary and Certification Form in ink or typewritten and not in pencil. The Offeror must initial any alteration or erasure on the Cost Summary Form. A representative who is authorized to legally bind the Offeror must read the certification and sign the form.

The Offeror must show all RFP Proposal amounts in both words and figures. In the case of a conflict between the words and figures, the amount shown in words shall govern, where such words are not ambiguous. When the Offeror's intention and the meaning of the words are clear, omissions or misspellings of words will not render the words ambiguous.

The figures from individual ECM/WCM Forms must be summed to equal the figures shown on the Cost and Savings Summary Form. The Offeror must indicate on the Cost and Savings Summary Form:

Item 1 - Guaranteed minimum average annual energy savings, in today's dollars, based upon the recommended ECM/WCM. Savings from electricity, natural gas, water and sewer, propane, diesel fuel, or other fuels may be included on this line. Maintenance savings must not be included in Line 1.

Item 2 - Fixed total installation payments necessary to achieve the savings of Item 1. This amount must include all costs associated with the Project, including without limitation: design, equipment, material, labor, disposal, warranties, equipment service agreements, and financing costs. The Project must not require capital funds in addition to the Item 2 amount, pursuant to O.R.C. Section 3345.64.

Item 3 - Estimated time of completion, in consecutive days following the date set forth in the Notice to Proceed. This line will receive no evaluation credit but will become part of the Contract Documents.

10. Guarantee Bond and Performance Bond. Before Contract execution, the Offeror must provide a Guarantee Bond in the amount of the energy savings listed on its Cost Summary Form and a Performance Bond

assuring that the Contractor will perform the Work of the Contract. For the purposes of this RFP, the Offeror's Surety must provide a letter of commitment or other written assurance that it will deliver the necessary Guarantee Bond and Performance Bond should this Offeror be selected for the Project.

11. Conflict of Interest. Each RFP Proposal must include a statement indicating whether the Offeror or any Person that may work on the Project through the Offeror have a possible conflict of interest and, if so, the nature of that conflict. The Owner may, in its sole discretion, reject an RFP Proposal in which a conflict is disclosed or cancel the Contract if any interest is later discovered that could give the appearance of a conflict.
12. Financial Requirements. Part of the RFP Proposal evaluation criteria is the Offeror's financial ability to perform the Contract. In order to be considered responsive, an Offeror must provide its audited annual financial statements for the past 3 most recently completed fiscal years. An RFP Proposal may be rejected if the Offeror has not demonstrated to the satisfaction of the evaluation committee its financial ability to perform the Contract.
13. Proof of Insurance. In this section, the Offeror must provide the certificate(s) of insurance required by the General Conditions of the Contract and the Service Agreement.
14. Service Agreement. As a part of the RFP Proposal, and to assure that the Offeror has adequate access to and control over the operation and maintenance of the energy conservation measures to achieve the guaranteed energy cost savings, a separate Service Agreement will be entered into for the ongoing maintenance of the facility operating systems. This Service Agreement and associated requirements are included in Attachment 15. Attachment 11, Service Agreement Cost Summary Form, is to be provided in this section.
15. Drug Free Safety Program. Evidence that the Offeror is enrolled and in good standing, prior to submitting an RFP Proposal, in a Drug- Free Safety Program ("DFSP") approved by the Ohio Bureau of Worker's Compensation.

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Attachment 2 - Site Information

Ohio Department of Administrative Services
 General Services Division
 State Architect's Office • 4200 Surface Road • Columbus, Ohio 43228-1395

Ohio DAS
<http://ohio.gov/sao>
StateArchOff@das.state.oh.us
 Phone 614.466.4761

**Project OSU-110670
 Energy Conservation Measures
 The Ohio State University
 Columbus, Franklin County**

SITE INFORMATION

Building Summary:

Building	Building #	ESCOs Audit Dates	Gross Square Footage
Scott Lab	148	1/3/12 - 1/4/12	262,805
Physics Research Building (PRB)*	070	1/5/12 - 1/6/12	238,108
Biomedical Research Tower (BRT)	112	1/9/12 - 1/10/12	412,799
Recreation & Physical Activity Center (RPAC), PAES, & McCorkle	246, 245, 247	1/11/12 - 1/13/12	575,865
Vet Hospital	299	1/16/12 - 1/18/12	222,496
Total:			1,712,073

*As of May 2011, a meter has been installed for chilled water. ESCOs can contact the zone leader listed below to obtain the data.

Building Contact Information:

Note: Facility contact person for each building will be the zone leader for that building as shown below.

Bldg #	Building	Building Coordinator	Phone	E-mail	Zone Leader	Phone	E-mail
148	Scott Lab	Todd Efke	614.247.4068	efkeman.1@osu.edu	John Keller	614.688.4579	keller.235@osu.edu
70	Physics Research Building (PRB)	Mark Reed	614.292.6090	reed.19@osu.edu	Charles (Stan) Highley	614.688.5485	highley.16@osu.edu
112	Biomedical Research Tower (BRT)	Joe Hissong	office: 614.292.0850 cell: 614.557.5291	hissong.17@osumc.edu	Jennifer Smith	office: 614.293.6911 cell: 614.562.0081	jennifer.smith7@osumc.edu
246, 245, 247	Recreation & Physical Activity Center (RPAC), PAES, McCorkle	Dave DeAngelo	614.247.6009	deangelo.1@osu.edu	Karen Crabbe	614.688.8083	crabbe.12@osu.edu
299	Vet Hospital	Craig Miller	614.292.6148	miller.133@osu.edu	Mike Lyles	614.688.4058	lyles.17@osu.edu

Recommended minimum air changes per hour (minimum ACH's) to provide best energy savings while maintaining safety to occupants are listed below in Table 1.

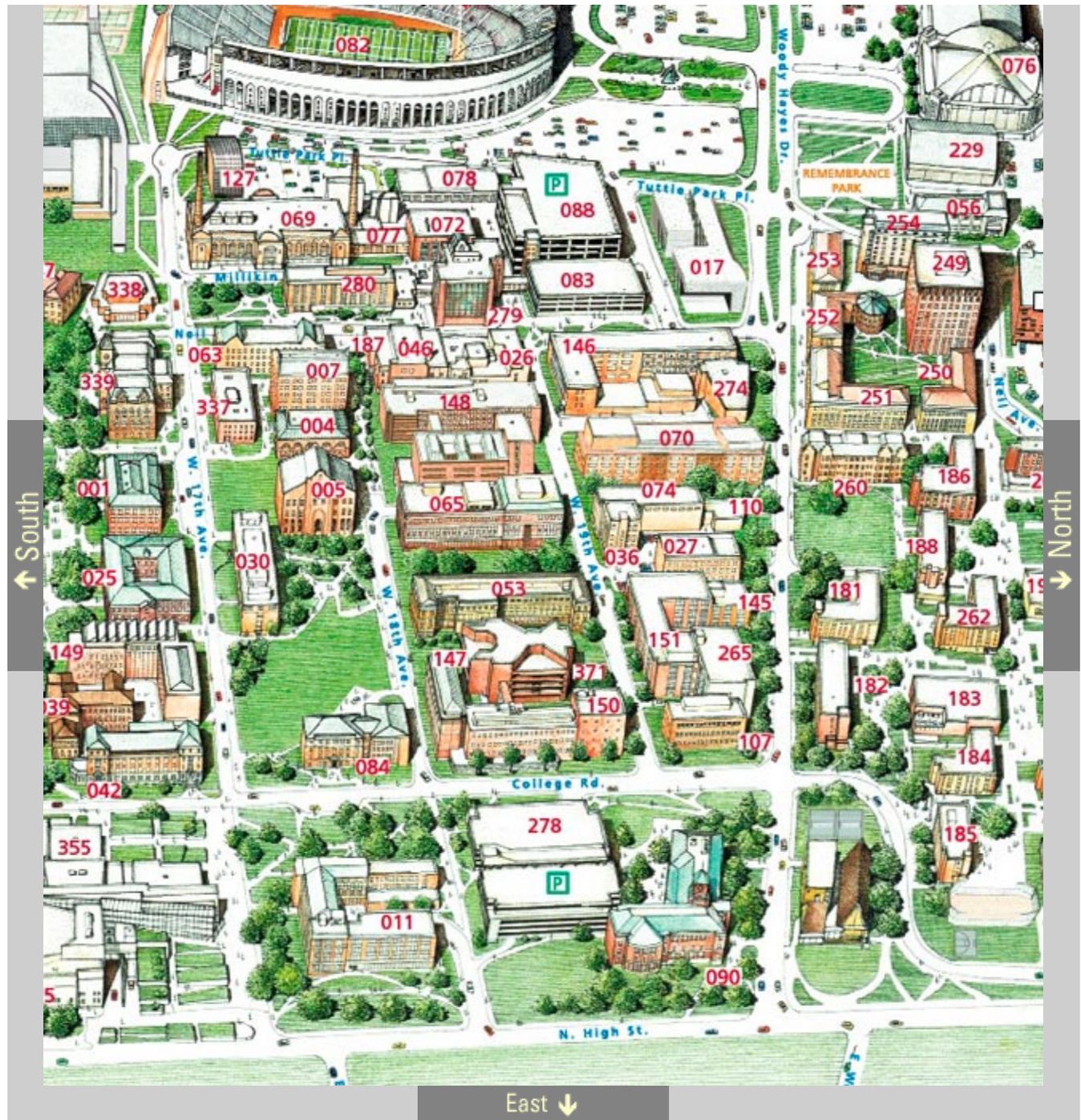
TABLE 1

		Minimum Air Changes per Hour (ACH's)	
		Occupied ACH's	Vacant ACH's
Machine Shops or Machine Labs		8	4
Research/Teaching Laboratories			
	Low Toxicity (> 500 ppm threshold)	8	6
	Moderate Toxicity (100-500 ppm threshold)	10	6
	High Toxicity (<100 ppm threshold)	10	6
Vivariums		As required by cage type, configuration, room pressurization, and control of gases and dander.	
Animal Rooms (animals in these labs do not stay in the labs, they are returned to vivariums)			
	Unventilated Racks	10	10
	Direct Ventilated Racks	8	6
Mixed Laboratories (Animals/Chemicals)		10	10
Teaching Laboratories (No Fume Hoods)		8	6
Chemical Storage		8	8
Dark Room		10	6

Comments: High Toxicology Labs should be set to 12 not 10. Animals rooms must be maintained 24/7 with no setbacks. Animal room (vivarium) use may change from unventilated racks to ventilated racks. Each room should have the ability to adjust to the desired use. Mixed Laboratories (animal/chemical) require ventilation to control animal odors and dander and balancing to maintain negative pressure with regard to hallways. The teaching Labs, Chemical storage and dark room ACH's recommended above are acceptable.

Scott Laboratory

Building 148
201 W. 19th Avenue
Columbus, Ohio 43210
Gross Square Footage: 262,805



Attachment 2 - Site Information

Ohio Department of Administrative Services
General Services Division
State Architect's Office • 4200 Surface Road • Columbus, Ohio 43228-1395

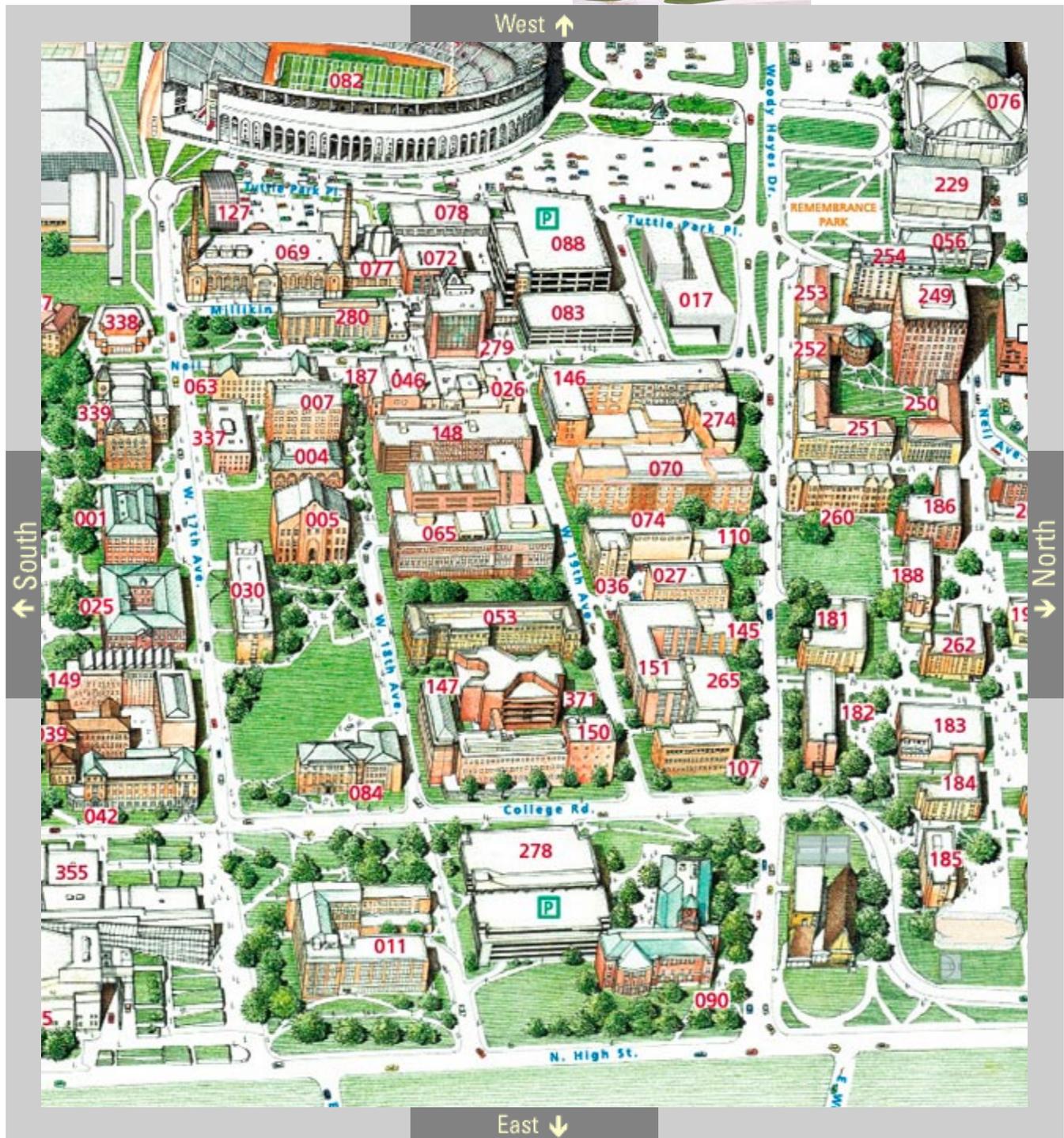
Ohio DAS
<http://ohio.gov/sao>
StateArchOff@das.state.oh.us
Phone 614.466.4761

Physics Research Building (PRB)

Building 070
191 West Woodruff Avenue
Columbus, Ohio 43210
Gross Square Footage: 238,108



Campus Map:

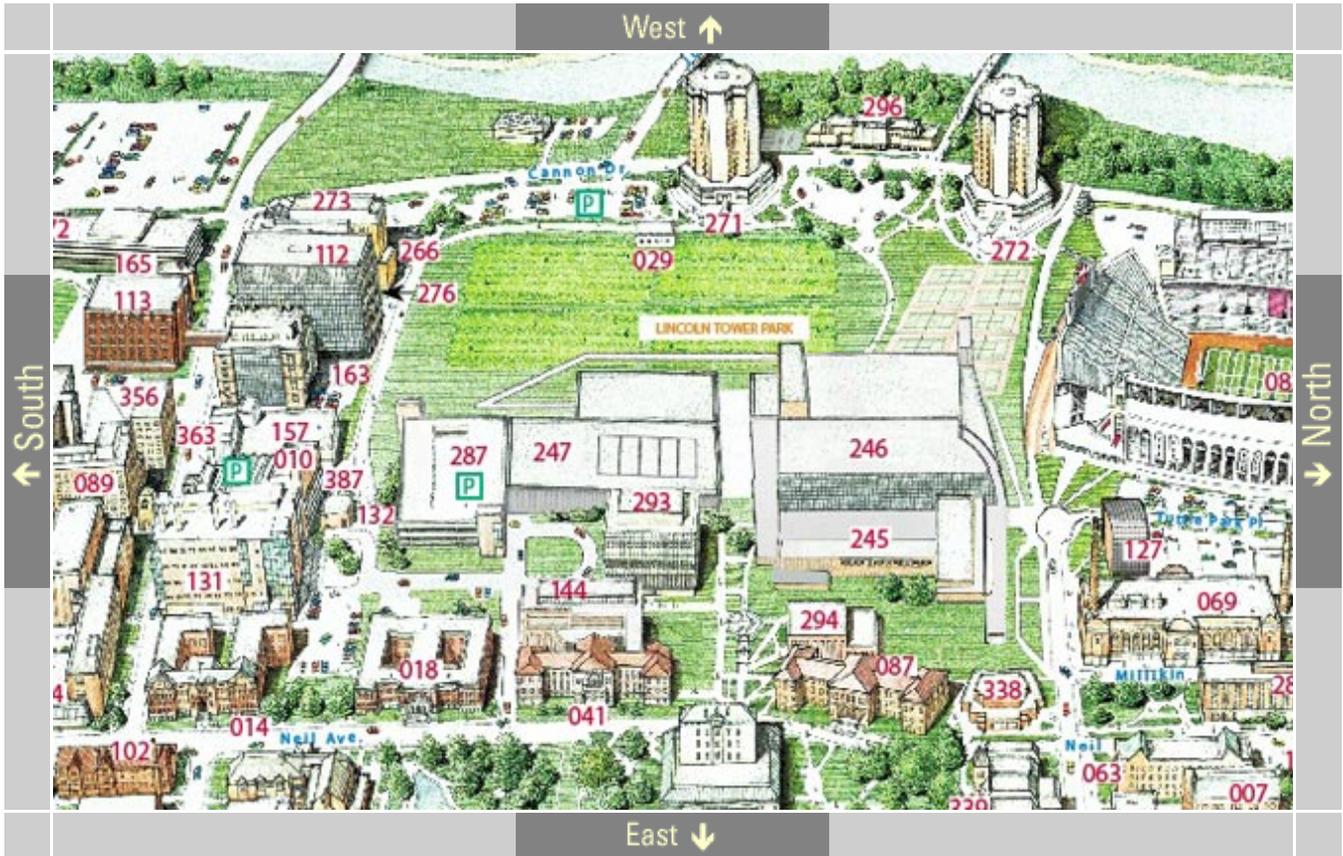


RPAC – Recreation & Physical Activity Center Complex which includes Physical Activity & Education Services Building (PAES), McCorkle Aquatic Pavilion

Building 246, 245, 247
337 West 17th Avenue
Columbus, Ohio 43210
Gross Square Footage: 575,865



Campus Map:



Attachment 2 - Site Information

Ohio Department of Administrative Services
General Services Division
State Architect's Office • 4200 Surface Road • Columbus, Ohio 43228-1395

Ohio DAS
<http://ohio.gov/sao>
StateArchOff@das.state.oh.us
Phone 614.466.4761

FACILITY SUGGESTIONS

The following suggestions are only a guide to possible energy savings within the buildings.

LOW-COST / NO-COST MEASURES:

Scheduling – Equipment is enabled only during occupied hours, off during unoccupied hours

- Scheduling – Lighting is on more hours than necessary
- Economizer/Outside Air – Inadequate free cooling; damper or setpoint problems; what are the mixed air (MA) setpoints?
- Economizer/Outside Air – Over ventilation (damper/linkage/actuator problems); is the outside air (OA) grille clean?
- Economizer/Outside Air – Does economizer operate correctly on all air handling units (AHUs)? Are the AHU coils cleaned regularly?
- Controls Problems – Simultaneous heating and cooling
- Controls Problems – Is thermostat calibrated correctly? Is thermostat in a suitable location (not on outside wall)? Are thermostats programmable?
- Controls Problems – Controls “hunt” (loop tuning or heating/cooling setpoint changes needed)
- Setpoint Changes – No or inadequate setup/setback
- Setpoint Changes – Fan speed variation, are the variable frequency drives (VFDs) working correctly?
- Setpoint Changes – Pump speed variation, are the VFDs working correctly?
- Setpoint Changes – VAV boxes: are the minimum flow setpoints too high/low, operating correctly?
- Setpoint Changes – Nighttime thermostat setback operational (if applicable)?
- Reset Schedules – Hot water supply temperature reset is not implemented or is sub-optimal
- Reset Schedules – Hot water head pressure reset, if applicable
- Reset Schedules – Chilled water supply temperature reset is not implemented or is sub-optimal
- Reset Schedules – Supply air temperature reset is not implemented or is sub-optimal
- Reset Schedules – Condenser water temperature reset is not implemented or is sub-optimal
- Reset Schedules – Supply air static pressure reset, return air (RA) if applicable
- Efficiency/Load Reduction – Consider daylighting controls in over-lit spaces, schedule lights off during daylight hours
- Efficiency/Load Reduction – Are there areas where occupancy sensors could be used? (Conference rooms, restrooms, computer labs)
- Ventilation Quantity – What are the air change rates in lab areas, possible to reduce lab ventilation rates?

INTERMEDIATE PAYBACK:

- Variable frequency drives on all fan and pump motors? Any good candidates for adding a VFD?
- Lighting equipment retrofits (lamps, ballasts, fixtures) – Are T-12 and incandescent still in use? What type of outside lights are in use? Are standard MH or pulse start MHs being used? Any good applications for LEDs?
- Lighting strategy – Would task/daylighting work? Is delamping an option to reduce consumption?
- Lighting controls – Any existing lighting controls in the building? If so, are they programmable/working/etc?
- Have fume hood replacement/retrofits been implemented? If not are any labs that would be a good candidate?
- Fume hood occupancy sensors (face velocity reduction, auto-sash positioning)
- Air change rate reduction possible (e.g. 10 ACH to 6 ACH)

- Demand control ventilation, possible to install CO2 sensors?
- Electrostatic filtration – static pressure reduction equates to fan energy reduction
- Are any low flow plumbing fixtures present in the building? Possible applications?

LONG TERM PAYBACK:

- Upgrade to DDC (stand alone pneumatic/electronic, older/outdated legacy DDC systems)
- Plant (chillers, boilers, cooling towers upgrades)
- Heat recovery chillers
- Distribution systems changes to correct areas where air is stagnant and areas that may have been isolated
- Motor replacement – High efficiency motors
- Pump replacement – VAV and high efficiency motors
- Fan replacement – High efficiency
- Isolated small computer rooms on the existing building HVAC systems? Requires main AHU to run during unoccupied hours. Possible to install a standalone computer room system? i.e. Liebert
- Aircuity System for labs – Central unit samples multiple labs for TVOCs and reduces airflow whenever possible. Requires fume hoods and/or HVAC systems to be VAV and controls must be compatible (Phoenix)
- Variable air volume conversion
- Variable exhaust volume (fan staging, exhaust stream chemical sensing)
- Zone level cooling (e.g. chilled beams)
- Replace constant volume bypass fume hoods with low flow VAV hoods with sensors
- Heat recovery wheel – not recommended for applications in which cross contamination is possible (i.e. Labs)
- Run around HX coils

ENGINEER'S SUGGESTIONS

- Lighting retrofit to include occupancy sensors, possibly lighting controls, and ensure lighting levels meet ASHRAE 90.1 lighting power densities (LPD) levels.
- Reduce lab ventilation air change rates (ACR) and reduce lab fume hood flowrates if possible while meeting required lab ventilation standards/specifications. Individual control on laboratory fume hoods and control of supply air and exhaust fans/systems.
- Also reduce HVAC/AHU ventilation rates whenever possible while meeting ASHRAE 62 requirements.
- Consider alternative methods of humidification other than steam injection and standard reheat methods.
- HVAC heat recovery methodologies whenever possible, lab buildings and Vet Hospital may be good candidates.
- Variable Frequency Drives (VFDs) on motors and pumps with 7 HP or higher and 50% or greater duty cycle.
- Optimize DDC systems including night setbacks during unoccupied hours, seasonal setbacks, utilize reset schedules, HVAC scheduling etc.
- VAV optimization such as reducing minimum airflow if possible.
- Air filtration systems to reduce ACRs particularly in animal labs and any other applicable applications.
- Possible reduction in the number of windows to improve overall R value of exterior thermal envelope.
- Pool cover.
- Ozone laundry system.
- Any equipment upgrades whenever economically feasible.
- Occupancy sensors for vending machines
- Repair/replace condensate return systems, including steam traps to ensure condensate is returned to the powerhouse

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Attachment 3 - Utility Information

Ohio Department of Administrative Services

General Services Division

State Architect's Office ▪ 4200 Surface Road ▪ Columbus, Ohio 43228-1395

Ohio **DAS**

<http://ohio.gov/sao>

StateArchOff@das.state.oh.us

Phone 614.466.4761

**Project OSU-110670
Energy Conservation Measures
The Ohio State University
Columbus, Franklin County**

UTILITY INFORMATION

OSU UTILITY RATES

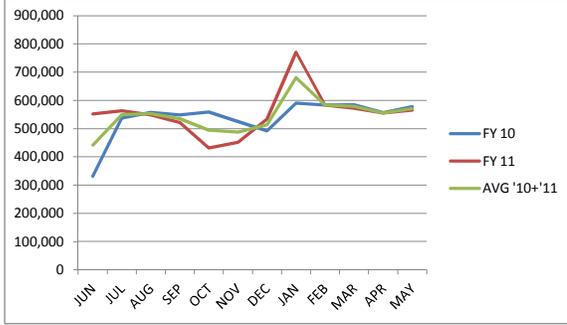
The following baselines apply to all the buildings:

- For steam: \$9.38/1000 Lb of steam
- For electricity: \$.05977/KWK
- For water and sewer: \$5.22/100 cubic foot
- For natural gas: \$6.75/mmBTU
- For chilled water (central plant): \$0.052/tonhr

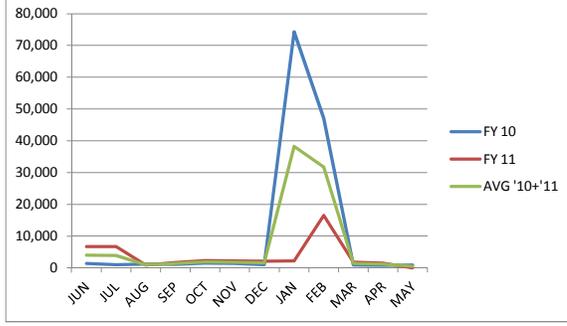
The Ohio State University - Scott Laboratory

Normalized Monthly Totals

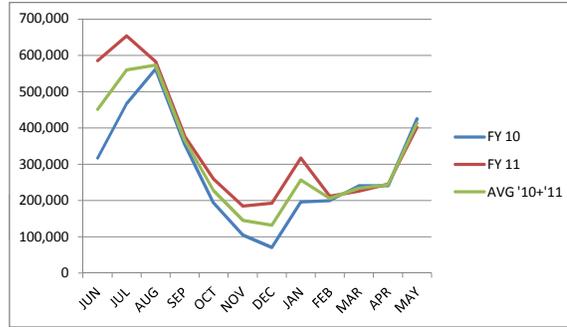
	Electric KWh		
	FY 10	FY 11	AVG '10+'11
JUN	331,598	551,886	441,742
JUL	537,696	562,691	550,194
AUG	557,508	548,587	553,047
SEP	548,630	521,934	535,282
OCT	558,813	430,993	494,903
NOV	524,553	451,136	487,844
DEC	492,711	534,111	513,411
JAN	589,829	771,006	680,417
FEB	582,974	583,169	583,072
MAR	584,913	572,427	578,670
APR	556,410	555,188	555,799
MAY	577,354	565,187	571,271
	6,442,989	6,648,316	6,545,652



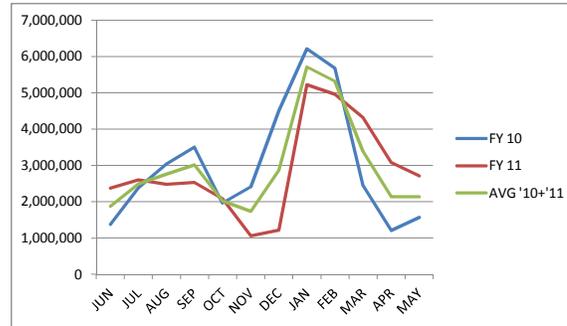
	Gas CF		
	FY 10	FY 11	AVG '10+'11
JUN	1,397	6,650	4,024
JUL	1,015	6,698	3,857
AUG	1,167	875	1,021
SEP	1,043	1,698	1,371
OCT	1,486	2,317	1,902
NOV	1,431	2,211	1,821
DEC	1,029	2,089	1,559
JAN	74,297	2,189	38,243
FEB	47,037	16,527	31,782
MAR	907	1,787	1,347
APR	824	1,500	1,162
MAY	900	0	450
	132,536	44,541	88,538



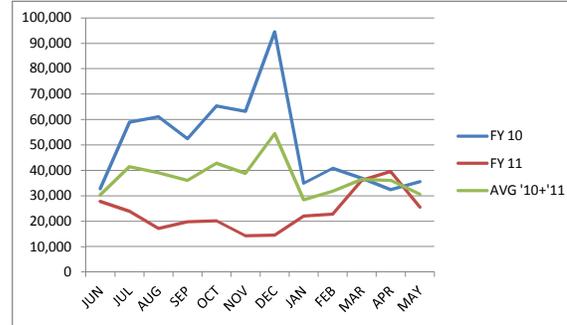
	Ch Water Ton-HR		
	FY 10	FY 11	AVG '10+'11
JUN	316,814	585,555	451,184
JUL	467,184	653,295	560,240
AUG	562,735	583,000	572,867
SEP	355,841	377,849	366,845
OCT	193,880	259,268	226,574
NOV	104,981	185,165	145,073
DEC	71,126	193,017	132,072
JAN	195,898	317,498	256,698
FEB	199,853	211,531	205,692
MAR	240,915	226,114	233,514
APR	240,907	245,649	243,278
MAY	424,999	400,797	412,898
	3,375,133	4,238,739	3,806,936



	Steam lbs		
	FY 10	FY 11	AVG '10+'11
JUN	1,373,041	2,379,867	1,876,454
JUL	2,382,354	2,606,062	2,494,208
AUG	3,042,704	2,484,833	2,763,769
SEP	3,508,097	2,530,451	3,019,274
OCT	1,967,532	2,089,373	2,028,453
NOV	2,409,923	1,060,369	1,735,146
DEC	4,508,995	1,219,763	2,864,379
JAN	6,217,370	5,220,022	5,718,696
FEB	5,682,313	4,963,721	5,323,017
MAR	2,453,075	4,323,468	3,388,271
APR	1,209,136	3,073,887	2,141,512
MAY	1,568,205	2,710,683	2,139,444
	36,322,744	34,662,500	35,492,622



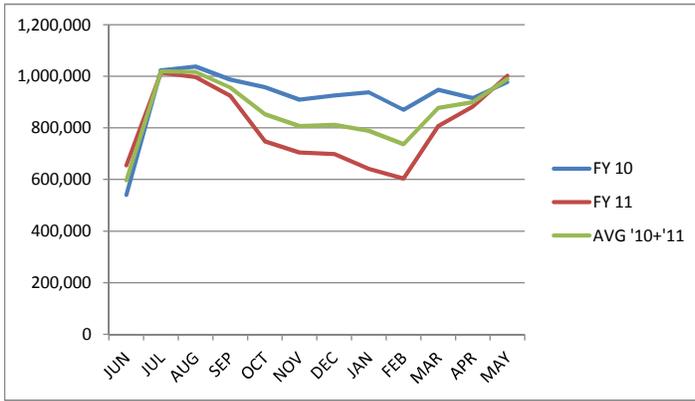
	Water CF		
	FY 10	FY 11	AVG '10+'11
JUN	32,756	27,817	30,286
JUL	58,913	23,908	41,411
AUG	61,066	17,115	39,090
SEP	52,435	19,731	36,083
OCT	65,402	20,217	42,809
NOV	63,216	14,304	38,760
DEC	94,540	14,481	54,510
JAN	34,957	21,994	28,476
FEB	40,847	22,744	31,795
MAR	36,958	35,998	36,478
APR	32,460	39,525	35,992
MAY	35,583	25,560	30,572
	609,133	283,395	446,264



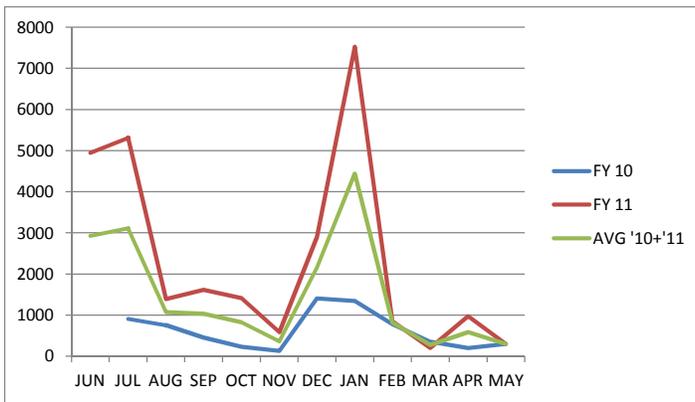
The Ohio State University - Physics Research Building

Normalized Monthly Totals

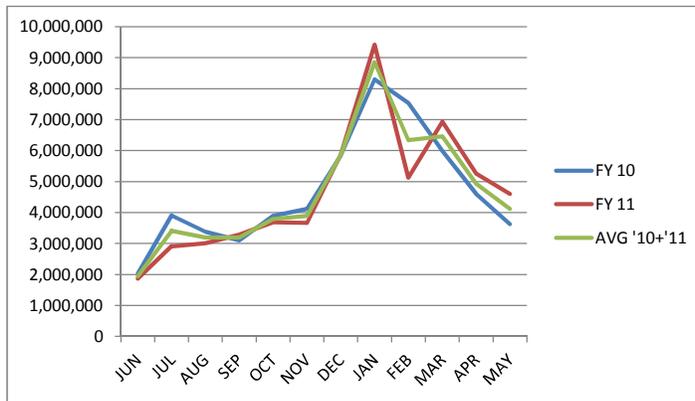
ELECTRIC KWh			
	FY 10	FY 11	AVG '10+'11
JUN	540,520	654,270	597,395
JUL	1,023,398	1,014,695	1,019,047
AUG	1,037,051	996,507	1,016,779
SEP	987,601	924,366	955,984
OCT	957,470	748,295	852,883
NOV	908,785	704,628	806,707
DEC	925,157	698,669	811,913
JAN	937,854	640,392	789,123
FEB	869,541	603,457	736,499
MAR	947,543	807,366	877,455
APR	915,301	882,782	899,042
MAY	976,728	1,001,885	989,306
	11,026,952	9,677,313	10,352,133



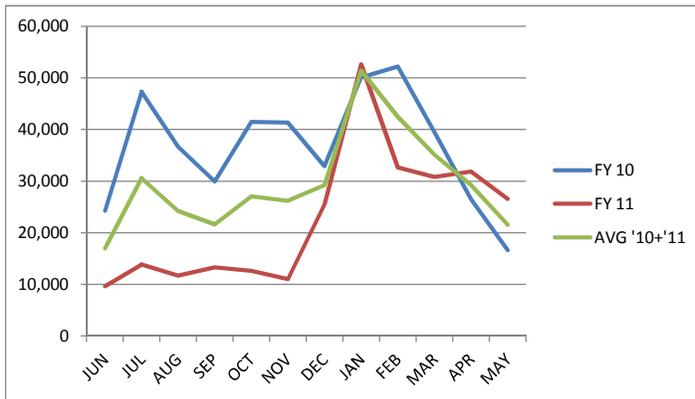
Gas CF			
	FY 10	FY 11	AVG '10+'11
JUN		4,945	2,926
JUL	907	5,311	3,109
AUG	753	1,389	1,071
SEP	457	1,615	1,036
OCT	232	1,410	821
NOV	130	587	358
DEC	1,408	2,895	2,152
JAN	1,344	7,528	4,436
FEB	778	852	815
MAR	353	195	274
APR	201	971	586
MAY	297	297	297
	6,858	27,995	17,880



Steam lb.			
	FY 10	FY 11	AVG '10+'11
JUN	2,027,176	1,867,140	1,947,158
JUL	3,904,730	2,907,215	3,405,973
AUG	3,382,349	3,008,527	3,195,438
SEP	3,102,871	3,289,493	3,196,182
OCT	3,897,330	3,692,311	3,794,820
NOV	4,123,688	3,662,000	3,892,844
DEC	5,844,779	5,879,472	5,862,126
JAN	8,297,285	9,415,141	8,856,213
FEB	7,539,854	5,127,500	6,333,677
MAR	5,993,513	6,935,419	6,464,466
APR	4,600,468	5,254,276	4,927,372
MAY	3,627,042	4,604,002	4,115,522
	56,341,085	55,642,496	55,991,790



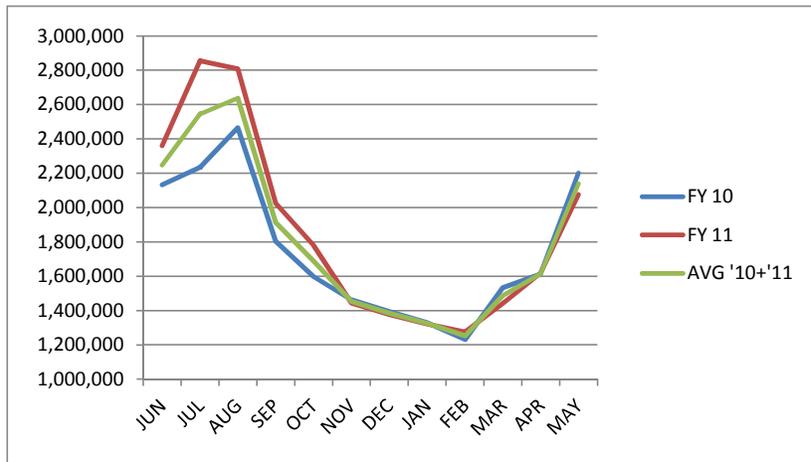
Water CF			
	FY 10	FY 11	AVG '10+'11
JUN	24,271	9,650	16,961
JUL	47,321	13,837	30,579
AUG	36,650	11,717	24,183
SEP	29,920	13,327	21,623
OCT	41,494	12,600	27,047
NOV	41,373	11,044	26,209
DEC	32,888	25,478	29,183
JAN	50,113	52,622	51,368
FEB	52,197	32,682	42,440
MAR	39,472	30,805	35,139
APR	26,499	31,875	29,187
MAY	16,644	26,534	21,589
	438,843	272,171	355,507



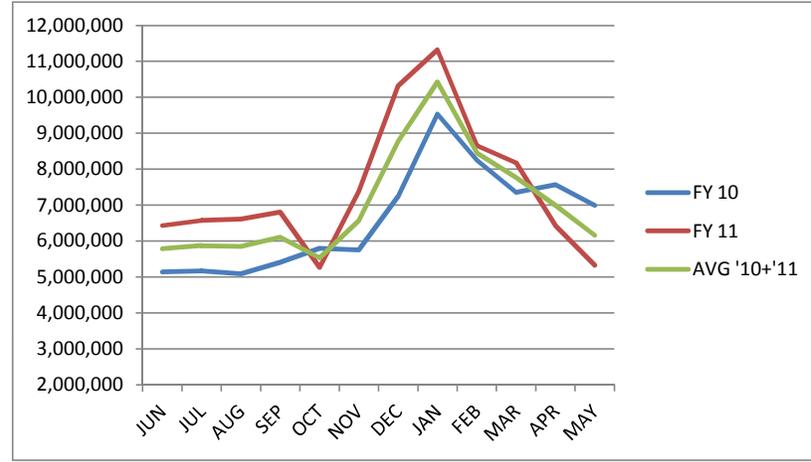
The Ohio State University - Biomedical Research Tower

Normalized Monthly Totals

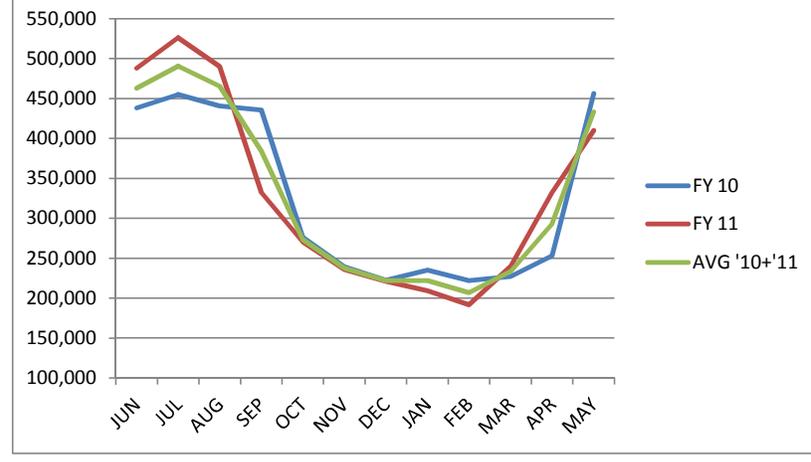
	Electric KWh		AVG '10+'11
	FY 10	FY 11	
	JUN	2,133,434	
JUL	2,235,238	2,855,307	2,545,273
AUG	2,465,823	2,807,812	2,636,818
SEP	1,802,761	2,023,764	1,913,262
OCT	1,598,037	1,779,726	1,688,882
NOV	1,463,025	1,443,917	1,453,471
DEC	1,393,811	1,376,433	1,385,122
JAN	1,329,665	1,322,243	1,325,954
FEB	1,229,965	1,275,049	1,252,507
MAR	1,533,569	1,440,189	1,486,879
APR	1,612,625	1,617,587	1,615,106
MAY	2,200,886	2,076,336	2,138,611
	20,998,839	22,378,627	21,688,733



	Steam lbs		AVG '10+'11
	FY 10	FY 11	
	JUN	5,141,661	
JUL	5,168,026	6,575,357	5,871,692
AUG	5,091,545	6,609,143	5,850,344
SEP	5,411,396	6,808,050	6,109,723
OCT	5,796,799	5,268,675	5,532,737
NOV	5,753,647	7,385,909	6,569,778
DEC	7,249,112	10,320,891	8,785,001
JAN	9,535,431	11,323,031	10,429,231
FEB	8,249,047	8,661,414	8,455,231
MAR	7,357,109	8,184,301	7,770,705
APR	7,572,913	6,423,126	6,998,019
MAY	6,997,283	5,329,910	6,163,596
	79,323,970	89,321,024	84,322,497



	Water CF		AVG '10+'11
	FY 10	FY 11	
	JUN	437,922	
JUL	454,803	525,915	490,359
AUG	440,545	489,871	465,208
SEP	435,333	332,486	383,909
OCT	276,170	270,711	273,440
NOV	239,272	235,949	237,610
DEC	222,501	221,119	221,810
JAN	235,092	209,076	222,084
FEB	222,084	191,736	206,910
MAR	227,311	239,789	233,550
APR	253,066	332,328	292,697
MAY	456,112	409,921	433,016
	3,900,212	3,946,727	3,923,469

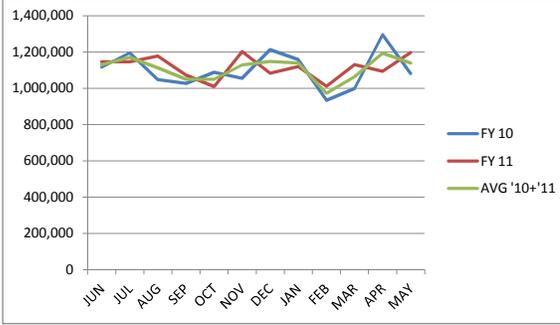


*FY'11 Deduct meter readings non existant after NOV '11

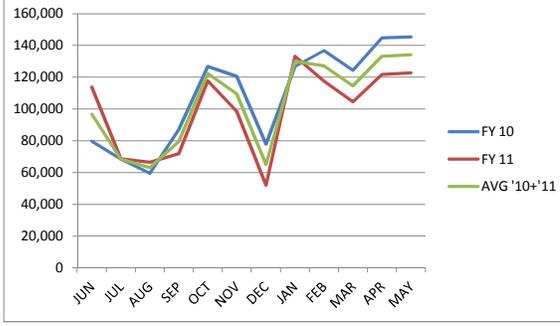
The Ohio State University - Recreation & Physical Activity Center

Normalized Monthly Totals

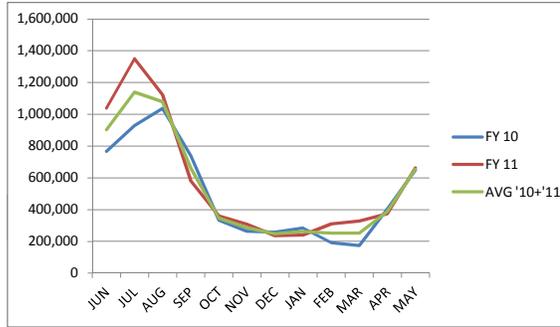
Electric KWh			
	FY 10	FY 11	AVG '10+'11
JUN	1,116,382	1,145,361	1,130,871
JUL	1,194,644	1,146,183	1,170,414
AUG	1,048,505	1,178,131	1,113,318
SEP	1,026,565	1,072,765	1,049,665
OCT	1,088,416	1,009,275	1,048,846
NOV	1,055,566	1,202,067	1,128,817
DEC	1,212,394	1,083,416	1,147,905
JAN	1,158,014	1,119,150	1,138,582
FEB	934,232	1,011,080	972,656
MAR	999,479	1,129,288	1,064,383
APR	1,295,626	1,092,538	1,194,082
MAY	1,081,829	1,196,586	1,139,207
	13,211,650	13,385,841	13,298,745



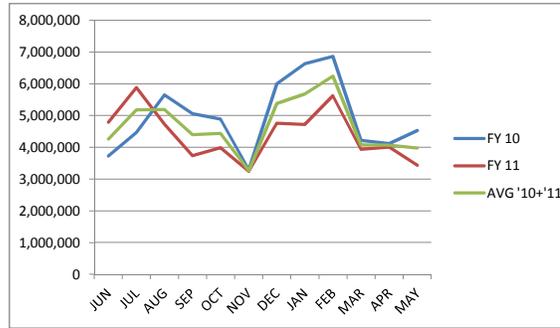
Gas CF			
	FY 10	FY 11	AVG '10+'11
JUN	79,785	113,720	96,752
JUL	68,559	68,577	68,568
AUG	59,558	66,445	63,001
SEP	87,135	71,954	79,544
OCT	126,842	117,707	122,274
NOV	120,627	98,424	109,525
DEC	77,936	52,019	64,978
JAN	126,713	133,197	129,955
FEB	136,841	117,516	127,179
MAR	124,438	104,460	114,449
APR	144,717	121,738	133,227
MAY	145,418	122,815	134,116
	1,298,567	1,188,572	1,243,569



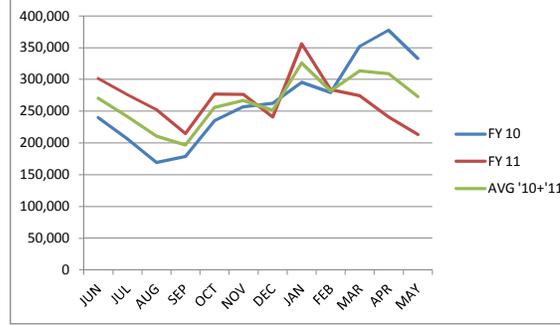
Ch Water Ton-HR			
	FY 10	FY 11	AVG '10+'11
JUN	766,154	1,039,355	902,754
JUL	928,769	1,349,645	1,139,207
AUG	1,036,563	1,123,000	1,079,781
SEP	739,104	581,000	660,052
OCT	333,867	360,000	346,933
NOV	264,000	309,000	286,500
DEC	257,688	237,000	247,344
JAN	284,313	240,250	262,281
FEB	192,625	309,750	251,188
MAR	174,375	329,000	251,688
APR	404,000	374,000	389,000
MAY	648,000	661,850	654,925
	6,029,456	6,913,850	6,471,653



Steam lbs			
	FY 10	FY 11	AVG '10+'11
JUN	3,723,077	4,787,419	4,255,248
JUL	4,463,815	5,884,581	5,174,198
AUG	5,653,520	4,726,531	5,190,026
SEP	5,055,161	3,739,262	4,397,212
OCT	4,884,433	3,984,002	4,434,217
NOV	3,293,742	3,245,311	3,269,527
DEC	6,002,715	4,755,071	5,378,893
JAN	6,633,929	4,718,781	5,676,355
FEB	6,860,774	5,621,380	6,241,077
MAR	4,217,371	3,936,652	4,077,012
APR	4,116,903	4,008,736	4,062,820
MAY	4,528,119	3,436,210	3,982,165
	59,433,560	52,843,938	56,138,749



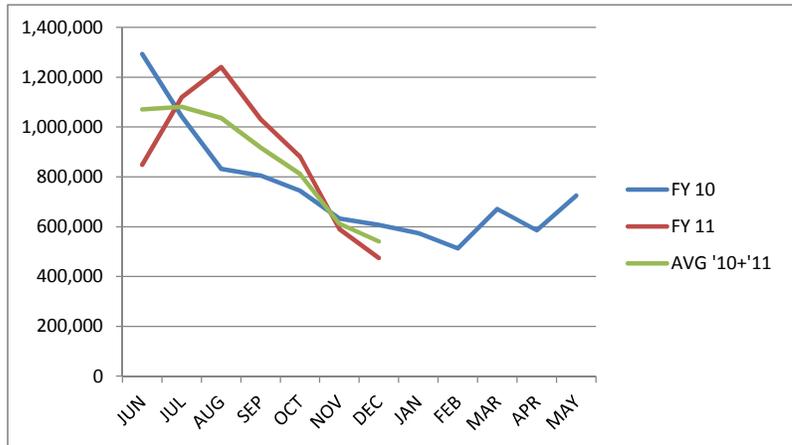
Water CF			
	FY 10	FY 11	AVG '10+'11
JUN	239,692	301,274	270,483
JUL	206,337	275,876	241,107
AUG	169,091	252,526	210,809
SEP	178,548	214,875	196,712
OCT	234,889	276,890	255,889
NOV	256,996	276,298	266,647
DEC	262,167	241,067	251,617
JAN	295,474	356,128	325,801
FEB	279,639	283,722	281,681
MAR	351,987	274,558	313,272
APR	377,336	240,721	309,028
MAY	332,827	213,079	272,953
	3,184,984	3,207,014	3,195,999



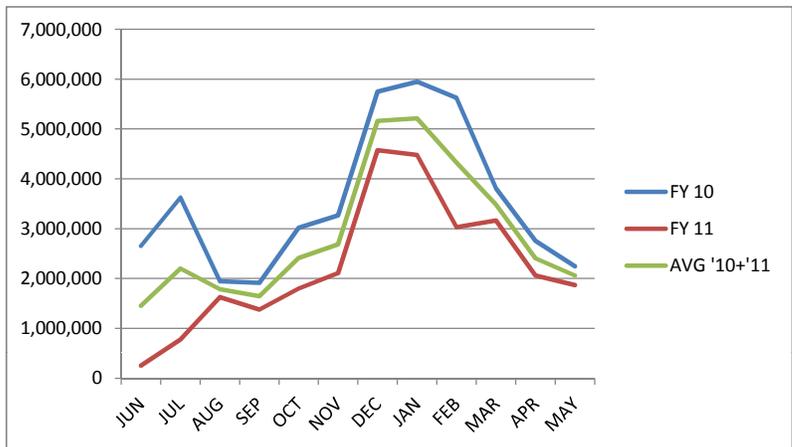
The Ohio State University - Veterinary Medical Center

Normalized Monthly Totals

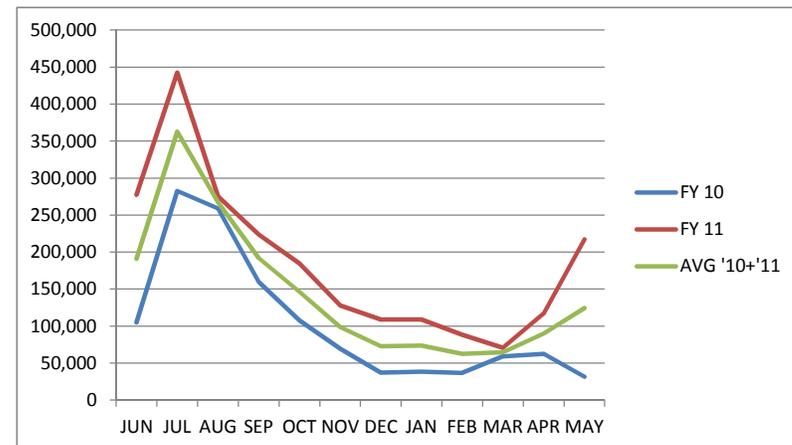
	Electric		KWh
	FY 10	FY 11	
JUN	1,293,256	848,892	1,071,074
JUL	1,043,243	1,118,706	1,080,974
AUG	831,730	1,240,559	1,036,144
SEP	804,900	1,030,598	917,749
OCT	743,815	880,153	811,984
NOV	632,948	590,323	611,635
DEC	607,714	474,780	541,247
JAN	573,771		
FEB	512,158		
MAR	670,533		
APR	586,010		
MAY	724,071		
	9,024,149	6,184,011	6,070,809
	\$ 520,693.42		



	Steam		lbs
	FY 10	FY 11	
JUN	2,654,227	249,661	1,451,944
JUL	3,621,180	776,693	2,198,937
AUG	1,941,542	1,623,229	1,782,385
SEP	1,911,065	1,374,477	1,642,771
OCT	3,016,781	1,798,740	2,407,761
NOV	3,263,529	2,107,277	2,685,403
DEC	5,750,266	4,576,793	5,163,530
JAN	5,946,069	4,481,525	5,213,797
FEB	5,622,064	3,027,608	4,324,836
MAR	3,808,526	3,163,238	3,485,882
APR	2,754,568	2,056,381	2,405,474
MAY	2,244,080	1,870,927	2,057,503
	42,533,896	27,106,547	34,820,222
	\$ 461,492.77		\$ 294,106.04



	Water		CF
	FY 10	FY 11	
JUN	104,973	277,479	191,226
JUL	282,798	442,641	362,720
AUG	258,755	275,271	267,013
SEP	159,727	223,778	191,753
OCT	107,706	184,542	146,124
NOV	69,158	127,642	98,400
DEC	37,236	108,715	72,976
JAN	38,473	108,865	73,669
FEB	36,497	88,114	62,306
MAR	59,055	70,439	64,747
APR	62,568	117,043	89,806
MAY	31,439	217,438	124,439
	1,248,386	2,241,968	1,745,177
	\$ 9,799.83		\$ 17,599.45



Attachment 4 - General Conditions

Ohio Department of Administrative Services
General Services Division
State Architect's Office ▪ 4200 Surface Road ▪ Columbus, Ohio 43228-1395

Ohio DAS
<http://ohio.gov/sao>
StateArchOff@das.state.oh.us
Phone 614.466.4761

**Project OSU-110670
Energy Conservation Measures
The Ohio State University
Columbus, Franklin County**

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ARTICLE 1 - GENERAL PROVISIONS

1.1 Application and Governing Law

1.1.1 The Contract and the rights of the parties thereunder shall be governed by the laws of the state of Ohio and only Ohio courts shall have jurisdiction over any action or proceeding concerning the Contract and/or performance thereunder. The Contractor irrevocably consents to such jurisdiction.

1.1.2 The parties to the Contract shall comply with Applicable Law.

1.1.3 Other rights and responsibilities of the Contractor and the Owner are set forth throughout the Contract Documents and included under different titles, articles, and paragraphs for convenience.

1.2 Conditions of the Contract

1.2.1 These General Conditions govern, take precedence over, and shall not be superseded or amended by Drawings and Specifications.

1.2.2 Nondiscrimination: The Contractor shall comply with Applicable Law regarding equal employment opportunity, including Ohio Revised Code ("O.R.C.") Section 153.59 and all Executive Orders issued by the Governor of the state of Ohio.

1.2.2.1 In the hiring of employees for the performance of the Work under any Contract or Subcontract, no Contractor or Subcontractor, or any Person acting on the Contractor's or Subcontractor's behalf, shall, by reason of race, creed, sex, disability, military status, or color, discriminate against any citizen of the state in the employment of labor or workers who is qualified and available to perform the work to which the employment relates.

1.2.2.2 No Contractor or Subcontractor, or any Person acting on a Contractor's or Subcontractor's behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of Work under the Contract on account of race, creed, sex, disability, military status, or color.

1.2.2.3 The Contractor shall cooperate fully with the state Equal Opportunity Coordinator, with any other official or agency of the state or federal government which seeks to eliminate unlawful employment discrimination, and with all other state and federal efforts to assure equal employment practices under the Contract.

1.2.2.4 In the event the Contractor fails to comply with these nondiscrimination clauses, the Owner shall deduct from the amount payable to the Contractor a forfeiture of the statutory penalty pursuant to O.R.C. 153.60 for each person who is discriminated against or intimidated in violation of this subparagraph 1.2.2.

1.2.2.5 The Contract may be terminated or suspended in whole or in part by the Owner and all money to become due hereunder may be forfeited in the event of a subsequent violation of this subparagraph 1.2.2.

1.2.3 Hiring Under State Public Improvement Contracts:

1.2.3.1 Any provision of a hiring hall contract or agreement which obligates a Contractor to hire, if available, only employees referred to the Contractor by a labor organization shall be void as against public policy and unenforceable with respect to employment under any public improvement Contract unless at the date of execution of the hiring hall contract or agreement, or within 30 days thereafter, the labor organization has procedures in effect for referring qualified employees for hire without regard to race, color, religion, national origin, military status, or ancestry and unless the labor organization includes in its apprentice and journey person's membership, or otherwise has available for job referral without discrimination, qualified employees, both whites and non-whites (including African-Americans).

1.2.4 Affirmative Action:

1.2.4.1 The Contractor shall comply with the state's Equal Employment Opportunity requirements described under Ohio Administrative Code Sections 123:2-3 through 123:2-9 that include, without limitation, the requirements described under this subparagraph 1.2.4.

1.2.4.2 The Contractor shall demonstrate its good faith efforts to comply with the utilization goals currently established for minority and women employees and submit documentation to the Ohio Department of Administrative Services, Equal Opportunity Division ("EOD").

1.2.4.3 By the tenth day of each month, the Contractor shall submit to the EOD via the internet a completed Ohio Construction Contract Information Report – Input Form 29 (I-29) for the preceding month. The form must be submitted through the Ohio Business Gateway:
<http://business.ohio.gov/efiling/>.

1.2.5 Prevailing Wages:

1.2.5.1 The Contractor shall comply with the prevailing wage requirements described under Ohio Revised Code ("O.R.C.") Chapter 4115 that include, without limitation, the requirements described under this subparagraph 1.2.5.

1.2.5.2 The Contractor shall pay to laborers and mechanics performing Work on the Project the prevailing wage rates of the Project locality, as determined by the Ohio Department of Commerce, Wage and Hour Bureau.

1.2.5.3 The Contractor shall post in a prominent place readily accessible by all workers on the Site, a legible listing of the current classifications of laborers, workers, and mechanics employed under this

Contract. The Contractor shall ensure that the rates posted are current and remain posted in legible condition during the period of the Contract.

1.2.5.4 The Contractor shall not be entitled to an increase in the Contract Sum on account of an increase in prevailing wage rates, except as otherwise provided by Applicable Law. The Contractor may access the Ohio Department of Commerce, Wage & Hour Bureau at its Web site, <http://198.234.41.198/w3/webwh.nsf/pages/PrevailingWageBid>, to obtain the current wage rates.

1.2.6 Notice of Commencement:

1.2.6.1 The Owner shall prepare a Notice of Commencement and make it available as required under O.R.C. Section 1311.252.

1.2.6.2 Upon request, the Owner or the Contractor shall furnish the Notice of Commencement to Subcontractors and Material Suppliers, or any other member of the public.

1.2.7 The Contractor hereby warrants and represents that the Contractor is financially solvent, able to pay its debts as they mature, and in possession of sufficient working capital to perform its obligations under the Contract.

1.3 Written Notice

1.3.1 Notice under the Contract Documents shall be validly given if:

1.3.1.1 Delivered personally to a member of the organization for whom the notice is intended;

1.3.1.2 Delivered, or sent by registered or certified mail, to the last known business address of the organization; or

1.3.1.3 Sent by facsimile, email, or Web-based project management software, provided the original, signed document is delivered within 3 business days after the date of the electronic transmission.

1.3.2 When the Owner or the Contractor gives notice to one of the other 3, it shall also simultaneously send a copy of that notice to the others.

1.4 Contract Documents

1.4.1 Ownership:

1.4.1.1 The Owner alone owns the Contract Documents and every right, title, and interest therein from the moment of creation.

1.4.1.2 The Contractor may retain copies, including reproducible copies, of the Contract Documents for information, reference, and performance of the Work.

1.4.1.3 The submission or distribution of the Contract Documents to meet official regulatory requirements or for similar purposes in connection with the Project is not a waiver of the Owner's reserved rights in the Contract Documents. Any unauthorized use of the Contract Documents shall be at the sole risk of the entity making the unauthorized use.

1.4.2 Intent:

1.4.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor.

1.4.2.2 The Contract Documents are complementary, and what is required by one is binding as if required by all.

1.4.2.3 The Contractor shall provide all labor and materials necessary for the entire completion of the Work described in the Contract Documents and reasonably inferable to produce the intended results.

1.4.2.4 The Drawings govern dimensions, details, and locations of the Work. The Specifications govern quality of materials and workmanship.

1.4.2.5 The organization of the Specifications in divisions, sections, and articles, and the arrangement of Drawings shall not restrict the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

1.4.2.6 In the event of inconsistency or conflict within the Contract Documents, the Contractor shall provide the better quality or greater quantity of Work, and comply with the stricter requirement.

1.4.2.7 Unless otherwise defined in the Contract Documents, words that have well-known technical or construction industry meanings are used in accordance with those recognized meanings.

1.4.3 As-Built Documents:

1.4.3.1 The Contractor shall maintain in good order at the Site a complete copy of all Contract Documents; Shop Drawings, Product Data, Samples and similar required submittals; manufacturer operating and maintenance instructions; certificates; Warranties; Requests for Interpretation and responses thereto; and other Project-related documents, all marked currently and accurately to record field changes and selections made during construction and to show actual installation where installation varies from Work as originally shown, including the exact location and depth of underground utility lines.

- .1 Upon request, the Contractor shall furnish the Owner, without charge, an electronic copy and 2 complete sets of As-Built Documents.

1.4.3.2 Before submitting each Contractor Payment Request, the Contractor shall record all changes on the Contract Documents, neatly in a contrasting color, noting new information not shown on the original Contract Documents. Failure to record all changes may cause payment to be withheld or delayed by the Owner.

1.4.3.3 If the Contractor uses Shop Drawings to indicate as-built conditions, the Contractor shall cross-reference the Shop Drawing sheet numbers to the corresponding sheet numbers on the Contract Documents. The Contractor shall note related numbers where applicable.

1.4.3.4 The Contractor shall keep a record of changes made to the Specifications, noting particularly any approved variation from manufacturer's installation instructions and recommendations.

1.4.4 Access to Documents:

1.4.4.1 The Contractor shall maintain, in a secure location at the Site, a set of Drawings and Specifications, approved by the Ohio Department of Commerce, Division of Industrial Compliance, and the records required by subparagraph 4.1.12.

1.4.4.2 The Contractor shall at all times permit access to the documents described in subparagraphs 1.4.3 and 1.4.4.1 to authorized representatives of the State, local authorities having jurisdiction, and the Owner.

1.5 Taxes

1.5.1 Only those materials that ultimately become a part of the completed structure or improvement which constitutes the Project shall be exempt from state sales tax and state use tax.

1.5.2 The purchase, lease, or rental of material, equipment, parts, or expendable items such as concrete form lumber, tools, oils, greases, and fuels, which are used in connection with the Work, are subject to the application of state sales tax and state use tax.

1.6 Royalties and Patents

1.6.1 The Contractor shall pay all royalties, license fees, and assume all costs incident to the use, in the performance of the Work or the incorporation in the Work, of any invention, design, process, product, or device that is the subject of patent rights or copyrights held by others.

1.6.2 If a particular invention, design, process, product, or device is specified in the Contract Documents and if, to the knowledge of the Owner, use of the specified item is subject to patent rights or copyrights calling for the

payment of a license fee or royalty to others, the Owner shall disclose the existence of the rights in the Contract Documents.

1.6.2.1 If the Contractor has reason to believe that use of the specified item is subject to patent or copyright protection, the Contractor shall immediately notify the Owner.

1.7 Assignment of Antitrust Claims

1.7.1 By signing the Performance Contract Form, the Contractor assigns, conveys and transfers to the Owner any right, title, and interest to any claims or causes of action it may have or acquire under state or federal antitrust laws relating to any goods, products, or services purchased, procured, or rendered to the State pursuant to the Contract.

1.8 Use of Domestic Steel

1.8.1 The Contractor is required by law to supply domestically produced steel products used for load bearing structural purposes on all projects funded in whole or in part with State funds.

1.8.2 The Contractor, Subcontractors, and Material Suppliers shall comply with the requirements of the Department of Administrative Services' policy regarding the specification and use of domestically produced steel products, including furnishing the required certifications. This policy is available on the Department's Web site at <http://das.ohio.gov> (click on "DAS Statewide Policies" under the Hot Links menu). Scroll down and then click on Directive GS-D-07 "Required Use of Domestic Steel."

1.9 Performance Bond Reduction

1.9.1 Upon notice and consent of the Contractor's Surety, the Owner may reduce the Performance Bond by 25 percent of the total amount of the Performance Bond after at least 50 percent of the Work has been completed, and by 50 percent after at least 75 percent of the Work has been completed, if all of the following conditions are met:

1.9.1.1 The Owner determines that the percentage of Work completed at the time of determination has been satisfactorily performed and meets the terms of the Contract Documents, including a provision in regard to the time when the whole, or any specified portion, of the Work shall be completed; and

1.9.1.2 The Owner determines that no disputed claim caused by the Contractor exists or remains unresolved.

1.10 Drug Free Safety Program Participation

1.10.1 During the Contract Time, the Contractor shall be enrolled in and remain in good standing in the Ohio Bureau of Workers' Compensation ("OBWC") Drug-Free Safety Program ("DFSP") or a comparable program approved by the OBWC that meets the requirements specified in O.R.C. Section 153.03 ("OBWC-approved DFSP").

1.10.2 If the Contractor provides Subcontractors that provide labor on the Site, the Subcontractors shall be enrolled in and in good standing in the OBWC DFSP or an OBWC-approved DFSP.

1.10.2.1 Each Subcontractor shall require all lower-tier Subcontractors with whom the Subcontractor is in contract for the Work to be enrolled in and be in good standing in the OBWC DFSP or an OBWC-approved DFSP prior to a lower-tier Subcontractor providing labor at the Site.

1.10.2.2 Failure of the Contractor to require a Subcontractor to be enrolled in and be in good standing in the OBWC DFSP or an OBWC-approved DFSP prior to the time that the Subcontractor provides labor at the Site shall result in the Contractor being found in breach of the Contract and that breach shall be used in the responsibility analysis of that Contractor, or the Subcontractor who was not enrolled in a program, for future contracts with the State for five years after the date of the breach.

1.10.2.3 Failure of a Subcontractor to require a lower-tier Subcontractor to be enrolled in and be in good standing in the OBWC DFSP or an OBWC-approved DFSP prior to the time that the lower-tier Subcontractor provides labor at the Site shall result in the Subcontractor being found in breach of the Contract and that breach shall be used in the responsibility analysis of that Subcontractor, or the lower-tier Subcontractor who was not enrolled in a program, for future contracts with the State for five years after the date of the breach.

1.10.2.4 Prior to authorizing a Subcontractor to commence Work on the Project, the Contractor shall obtain the Owner's approval, and shall also submit written confirmation of the Subcontractor's enrollment on the Declaration of Subcontractors and Material Suppliers form to the Owner.

1.10.3 In addition to OBWC-approved DFSP Basic requirements, the Department requires each Contractor and Subcontractor that provides labor on the Site to perform random drug testing of 5 percent of its employees who perform labor on the Site. The random drug testing percentage shall also include the on-site supervisors of the Contractors and Subcontractors. Basic random drug testing shall otherwise comply with the same testing guidelines and criteria as required for OBWC-approved Advanced testing. The Contractor and Subcontractor shall provide evidence of required testing to the Owner upon request.

1.10.4 EDGE Participation and Reporting

1.10.5 The Contractor shall participate in the "Encouraging Diversity Growth and Equity" ("EDGE") Program by contracting with, and using one or more, businesses certified as an EDGE Business Enterprise ("EDGE-certified business", "certified EDGE business") by the EOD as proposed for each contract by the Contractor and as approved by the Owner for use on each contract.

1.10.6 If the Contractor is an EDGE-certified business, the Contractor may include its own contract amount in the reporting.

1.10.7 The amount of EDGE participation cannot exceed 100 percent of the Contract Sum.

1.10.8 The Contractor shall provide an EDGE Participation Report with each Contractor Payment Request.

1.10.9 The Contractor shall provide status reports, produced by the Contractor and each applicable EDGE-certified business for the Contract, indicating:

1.10.10 The name of each EDGE-certified business;

1.10.11 The federal tax identification number of each EDGE-certified business;

1.10.12 The date of the EDGE-certified business contract, subcontract, or purchase order;

1.10.13 The projected and actual start and end dates of the EDGE-certified business contract, subcontract, or purchase order;

1.10.14 The original amount of the EDGE-certified business contract or purchase order with the Contractor;

1.10.15 The current amount of the EDGE-certified business contract or purchase order;

1.10.16 The amount invoiced to date;

1.10.17 The amount paid to date;

1.10.18 The status of the EDGE-certified business contract or purchase order (active, complete, or void); and

1.10.19 A statement describing any substantive product or performance deficiencies.

1.10.19.1 The Contractor shall provide reports for each EDGE-certified business; however, the reports may be consolidated and submitted as a singular document.

1.10.20 The Contractor shall provide an EDGE Participation Final Report simultaneously with its final Contractor Payment Request.

1.10.20.1 The Contractor and each certified EDGE Business Enterprise shall provide in the report certification that the submitted document is a true and accurate accounting of the original contract amount paid to, and received by, each EDGE Certified Business.

1.10.21 The Contractor shall provide the EDGE Participation Reports in detail and form acceptable to the Owner.

1.10.22 The Contractor shall cooperate fully with requests for additional EDGE information and documentation from the EOD or the Owner

1.11 Offshore Services

1.11.1 If the Contractor or any of its Subcontractors perform services under this Contract outside of the United States, the performance of such services shall be treated as a material breach of the Contract. The State is not obligated to pay and shall not pay for such services. If Contractor or any of its Subcontractors perform any such services, the Contractor shall immediately return to the State all funds paid for those services. The State may also recover from the Contractor all costs associated with any corrective action the State may undertake, including but not limited to an audit or a risk analysis, as a result of the Contractor performing services outside the United States.

1.11.2 The State may, at any time after the breach pursuant to subparagraph 1.11.1, terminate the Contract, upon written notice to the Contractor in accordance with paragraph 12.3. The State may recover all accounting, administrative, legal and other expenses reasonably necessary for the preparation of the termination of the Contract and costs associated with the acquisition of substitute services from a third party.

1.11.3 If the State determines that actual and direct damages described in subparagraph 1.11.2 are uncertain or difficult to ascertain, the State in its sole discretion may recover a payment of liquidated damages in the amount of 1 percent of the value of the Contract.

1.11.4 The State, in its sole discretion, may provide written notice to the Contractor of a breach and permit the Contractor to cure the breach. Such cure period shall be no longer than 21 calendar days. During the cure period, the State may buy substitute services from a third party and recover from the Contractor any costs associated with acquiring those substitute services.

1.11.5 Notwithstanding the State permitting a period of time to cure the breach or the Contractor's cure of the breach, the State does not waive any of its rights and remedies provided the State in this Contract, including but not limited to recovery of funds paid for services the Contractor performed outside of the United States, costs associated with corrective action, or liquidated damages.

1.11.6 The Contractor shall not assign any of its rights, nor delegate any of its duties and responsibilities under this Contract, without prior written consent of the State. Any assignment or delegation not consented to may be deemed void by the State.

ARTICLE 2 - THE CONTRACTOR

2.1 Construction Procedures

2.1.1 The Contractor is solely responsible for and has control over all construction means, methods, manners, techniques, sequences, and procedures and for coordinating all portions of the Work.

2.1.1.1 If the Contract Documents give instructions that affect construction means, methods, manners, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety of them and, except as stated below, shall be fully and solely responsible for the jobsite safety of the means, methods, manners, techniques, sequences, or procedures.

2.1.1.2 If the Contractor determines that the means, methods, manners, techniques, sequences, or procedures may not be safe, the Contractor shall give timely written notice to the Owner . The Contractor

shall not proceed with that portion of the Work without further written instructions from the Owner. Any modification of the Contract shall be in accordance with Article 7.

2.1.2 The Contractor shall lay out and coordinate all lines, levels, elevations, and measurements for all the Work, coordinate and verify existing conditions, and notify the Owner of discrepancies and conflicts before proceeding with installation or excavation.

2.1.3 The Contractor shall perform all cutting, fitting, or patching required for the Work and shall not endanger the Project by cutting, excavating, or otherwise altering the Project, or any part of it.

2.1.3.1 If the Contractor requires sleeves for the Work, the Contractor shall furnish and install the sleeves. The Contractor is responsible for the exact location and size of all holes and openings required to be formed or built for the Work.

2.1.3.2 The Contractor's patching shall match and blend with the existing or adjacent surface(s).

2.1.4 The Contractor shall comply with O.R.C. Sections 3781.25 through 3781.32. In addition, before starting excavation or trenching, the Contractor shall determine the location of any underground utilities and notify any public authority or utility having jurisdiction over the Project and secure any required approval.

2.1.4.1 The Contractor shall give notice at least 2 business days in advance of excavation to the owners of underground utilities registered with the Ohio Underground Utility Protection Services ("OUPS" at <http://oups.org>, phone 800-362-2764), and the owners of underground utilities shown on the plans and specifications who are not registered members of OUPS. The owner of an underground utility is required within 48 hours notice to stake, mark, or otherwise designate the location of its utilities in the construction area together with its approximate depth. In the event that any underground utility owner fails to timely perform, the Contractor shall notify the Owner and contact the owner of the underground utility.

2.1.5 The Contractor shall install all Work in accordance with the Contract Documents and any installation recommendations of the manufacturer, including required temperature and humidity limits for installation of the various materials.

2.1.6 The Contractor shall comply with all requirements and conditions of the National Pollutant Discharge Elimination System ("NPDES") general permit, including, but not limited to, implementing and maintaining the sedimentation and erosion control measures specified in the storm water pollution prevention plan prepared pursuant to subparagraph 2.9.4, which are related to the Work, maintaining records of its construction activities, removing materials no longer required, and taking proper action if there is a reportable quantity spill.

2.1.7 If the Project is designed and constructed under the Leadership in Environmental and Energy Design ("LEED") Rating System developed by the U.S. Green Building Council or another rigorous rating system used to facilitate achievement of sustainability goals for the Project, the Contractor shall complete all Work in accordance with the current version of the LEED Rating System for the purpose of achieving the certification goal established for the Project by the Owner.

2.2 Review of Contract Documents and Field Conditions

2.2.1 Before starting each portion of the Work, the Contractor shall carefully study and compare the various Contract Documents relative to that portion of the Work, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the Site affecting it.

2.2.2 If the Contractor finds any perceived ambiguity, conflict, error, omission, or discrepancy on or between any of the Contract Documents, or between any of the Contract Documents and any Applicable Law, the Contractor, before proceeding with the Work, shall promptly submit a Request for Interpretation ("RFI") to the Owner for an interpretation or clarification.

2.2.2.1 Before submitting any RFI to the Owner, the Contractor shall carefully review the Contract Documents to ensure that the Contract Documents do not answer the RFI.

2.2.2.2 The Owner shall respond to an RFI within 14 days of receiving the RFI, or within any other time frame as agreed upon by the parties in writing.

2.2.2.3 Any interpretation or clarification of the Contract Documents made by any Person other than the Owner, or in any manner other than writing, shall not be binding and the Contractor shall not rely upon it.

2.2.3 If the Contractor believes that it is entitled to an adjustment of the Contract Sum and Guaranteed Savings, or Contract Time, or both, on account of clarifications or instructions issued by the Owner in response to an RFI, the Contractor may request an adjustment to the Contract by giving written notice within 7 days of receiving the Owner's RFI response.

2.2.4 If the Contractor does not notify the Owner per subparagraph 2.2.3, the Contractor will have accepted the RFI response without an adjustment to the Contract Sum, Guaranteed Savings, or Contract Time.

2.3 Project Team Members

2.3.1 The Contractor shall not replace its Project team members as identified and set forth in the Contractor's Proposal without prior written approval of the Owner.

2.3.1.1 If the Contractor proposes to change any of its Project team members,, the Contractor shall submit written justification for the change to the Owner, along with the name and qualifications of the Contractor's proposed replacement.

2.3.1.2 The Owner reserves the right to reject any changes to, or proposed replacement of the Contractor's Project team members. Failure to notify the Contractor of the rejection within 30 days of receiving the required information shall indicate that the Owner has no objection

2.4 Protection of the Project

2.4.1 The Contractor shall protect the Work from weather and maintain the Work and all materials, apparatus, and fixtures free from injury or damage until Final Acceptance, or Partial Occupancy if applicable.

2.4.1.1 The Contractor shall at all times cover or protect the Work.

2.4.1.2 The Contractor, at its expense, shall remove, and replace with new, any Work damaged as a result of Contractor's failure to provide coverage or protection.

2.4.1.3 The Contractor, at its expense, shall repair or replace any adjacent property, including, but not limited to, roads, walks, shrubbery, plants, trees, or turf, damaged during performance of the Work.

2.4.1.4 After the date of Final Acceptance, or Partial Occupancy if applicable, the Owner is responsible for protecting and maintaining all materials, apparatus, and fixtures for the occupied portion of the Project free from injury or damage.

2.4.2 The Contractor shall protect the Project and existing or adjacent property from damage at all times and shall erect and maintain necessary barriers, furnish and keep lighted necessary danger signals at night, and take reasonable precautions to prevent injury or damage to individuals or property.

2.4.3 The Contractor shall not load, nor permit any part of the Project to be loaded, in any manner that endangers the Project, or any portion thereof. The Contractor shall not subject any part of the Project or existing or adjacent property to stress or pressure that endangers the Project or property.

2.4.4 The Contractor shall provide all temporary bracing, shoring, and other structural support required for safety of the Project and proper execution of the Work.

2.4.5 Vibration, Noise, and Dust Control

2.4.5.1 In occupied buildings, vibrations, noise and dust control shall be provided. The Contractor shall install dust barriers as required by the construction operations.

2.4.5.2 Exhaust of unfiltered air, dust, construction debris or other undesirable products released into the exterior atmosphere or into occupied areas of the building outside the Site will not be permitted. The

Owner reserves the right to limit or stop the continuation of work if proper air quality standards are not maintained.

2.4.5.3 In certain occupied buildings, tasks might be of such a nature that noise and vibration cannot be tolerated. In such spaces, work shall be scheduled for other than normal working hours. The Contractor is cautioned that weekend or overtime work, if required, shall be performed at no additional cost. Permission to work other than standard hours shall be received from the Owner prior to the occurrence. Weekend and overtime work shall be reflected in the Construction Progress Schedule.

2.4.5.4 Vibration control and control of transmission of noise are the responsibility of the Contractor whose operations are creating the conditions. Principal considerations which shall be given to noise and vibration control are:

- 1 Noise control in compliance with Occupational Safety and Health Administration (“OSHA”) requirements for the health and safety of building occupants; control shall be for all areas of the facility, including equipment rooms, boiler rooms, and fan rooms.
- 2 Vibration control to limit sound produced by construction equipment, and for protection of the equipment existing in a building and the building structure.
- 3 Vibration control to provide for maximum usefulness of the facility by keeping levels of vibration within ranges which are conducive to study and work or other uses for which the facility is designed.

2.5 Materials and Equipment

2.5.1 The Contractor shall provide new materials and equipment of the quality specified in the Contract Documents. Prior to incorporating such materials and equipment into the Project, the Contractor shall obtain the Owner’s approval with respect to any specific materials or equipment or categories of materials or equipment as and when required by the terms of the RFP.

2.5.2 The Contractor shall bring to, or store at, the Site only the materials and equipment required in the Work.

2.5.2.1 The Contractor shall properly store and protect all materials and equipment it provides to the Project.

2.5.2.2 The Contractor shall timely remove from the Site any materials or equipment no longer required for the Work.

2.5.3 The Contractor shall not allow materials or equipment to damage the Project or adjacent property, nor to endanger any individual at, or near, the Site.

2.5.4 If the Contractor provides an Acceptable Component, the Contractor shall be solely responsible for the costs of coordination and modification required.

2.5.5 If the Contractor provides approved Substitutions that require changes to the Contract Documents, the Contractor shall be solely responsible for the additional costs incurred as a result.

2.5.6 The Owner shall consider Requests for Substitutions after the Proposal deadline only when the Contractor can conclusively demonstrate to the Owner the following conditions:

2.5.6.1 The specified Basis of Design Components, Acceptable Components, or previously-approved Substitutions, through no fault of the Contractor or the Contractor's Subcontractors and Material Suppliers, are not available; or

2.5.6.2 Use or implementation of the proposed Substitution will result in an adjustment to neither the Contract Sum nor Guaranteed Savings; and

2.5.6.3 The specified Basis of Design Components, Acceptable Components, or previously-approved Substitutions will not perform as designed or intended.

2.5.7 The Contractor’s incorporation of unapproved Substitutions in the Work shall constitute Defective Work.

2.6 Labor

2.6.1 The Contractor shall maintain a sufficient workforce and enforce good discipline and order among its employees and the employees of its Subcontractors and Material Suppliers. The Contractor shall not permit employment of individuals not skilled in tasks assigned to them.

2.6.2 The Contractor shall dismiss from the Project any individual employed by the Contractor, or the Contractor's Subcontractors and Material Suppliers, who the Owner finds, in its sole discretion, to be incompetent, guilty of misconduct, or detrimental to the Project.

2.6.3 The Contractor shall employ all legal efforts to minimize the likelihood or effect of any strike, work stoppage, or other labor disturbance. Informational pickets shall not justify any work stoppage.

2.6.4 All State buildings are smoke free. Smoking will not be permitted in any indoor area. The ban on tobacco products will be observed in all indoor and outdoor areas and parking areas on all State owned and leased property. The Contractor shall enforce these restrictions on any individual employed by the Contractor, or the Contractor's Subcontractors and Material Suppliers.

2.7 Safety Precautions

2.7.1 The Contractor shall take reasonable precautions to ensure the safety of individuals on the Project.

2.7.1.1 The Contractor is responsible for designing and implementing its own safety program, including compliance with OSHA regulations. The Contractor's safety plans, such as fall protection, hazards, communications, competent person, etc., shall meet or exceed the Owner's safety plan.

2.7.2 The Contractor shall pay any fine or cost incurred because of the Contractor's violation, or alleged violation, of Applicable Law.

2.7.3 Before starting any Work, the Contractor shall submit to the Owner a copy of the Contractor's site-specific safety plan and safety manuals.

2.7.4 The Contractor shall not introduce Hazardous Materials to the Project or burn any fires on the Site.

2.7.4.1 The Contractor shall notify the Owner 24 hours before the start of non-routine or non-recurring hot-work. Use of sources of fire, flame or sparks and flammable materials shall be kept to an absolute minimum. At the beginning of the Project the Contractor shall inform the Owner of its intent to use blowtorches, welding apparatus or similar exposed flame and sparking devices. Similar notice shall be given in regard to the use of flammable liquids, adhesives, and cleaners.

2.7.4.2 The Contractor shall furnish an appropriate number of fire extinguishers (minimum of 1), which shall be within the immediate areas where work is being done at all times. The extinguisher shall be adequate and suitable for the class of fire likely to be caused by the Contractor's operations.

2.7.5 Work Stoppage Due to Hazardous Materials:

2.7.5.1 If the Contractor encounters material the Contractor reasonably believes to be, or contain, a Hazardous Material, which has not been rendered harmless, the Contractor shall immediately stop Work in the affected area and verbally report the condition to the Owner, and within 1 business day deliver written notice of the condition to the Owner. The Owner shall investigate and if required, engage the services of a licensed abatement Contractor who shall issue a report of the condition to the Owner in writing and remove the material or render it harmless as directed.

2.7.5.2 The Contractor shall resume Work in the affected area upon written notice from the Owner that (1) the suspect material was evaluated and found not to be or contain a Hazardous Material, or (2) the suspect material has been removed or rendered harmless.

2.7.5.3 If the Contractor knowingly or negligently proceeds with the Work in an area where a Hazardous Material exists and has not been rendered harmless, the Contractor shall be solely responsible for all

related claims, damages, losses, and expenses, including, but not limited to, attorneys fees, arising out of or resulting from performing the Work in the affected area.

2.7.5.4 The term "rendered harmless" means that the level of exposure is less than any applicable exposure standards set forth in Applicable Law.

2.7.6 Material Safety Data Sheets:

2.7.6.1 The Contractor shall identify any material it uses at the Site with a Material Safety Data Sheet ("MSDS").

2.7.6.2 The Contractor shall maintain a notebook containing all of its applicable MSDS. This notebook shall be kept at the Site for the duration of the Project.

2.8 Construction Facilities, Utilities, and Equipment

2.8.1 Facilities:

2.8.1.1 The Contractor shall provide and maintain in a clean condition suitable temporary facilities, equipment, services, and enclosed storage for its use at the Site.

2.8.1.2 The Contractor shall provide and maintain in a clean condition:

- .1 Suitable facilities, equipment, and services for use by the Owner;
- .2 Adequate space, equipment, and furnishings to conduct progress meetings, and store approved documents and permits; and
- .3 Adequate sanitary facilities for use by all Persons at the Site.

2.8.2 Environmental Controls:

2.8.2.1 The Contractor shall protect its Work and materials from weather and damage from heat, cold, and humidity.

2.8.2.2 Until the permanent HVAC system is complete and available for use:

- .1 The Contractor shall make arrangements and pay for installation and maintenance of temporary heating and ventilating systems; and
- .2 The Contractor shall pay the costs incurred in operating the temporary heating and ventilating systems.

2.8.2.3 When the permanent HVAC system is complete and available for use:

- .1 The Contractor shall start up and maintain operation of the permanent HVAC system, including filters, and promptly remove temporary heating and ventilating systems.
- .2 The Owner shall pay the costs of energy consumed in operating the permanent HVAC system.

2.8.3 Water and Drainage:

2.8.3.1 The Contractor shall provide water necessary for the Work until the permanent plumbing system is available for use.

2.8.3.2 The Contractor shall provide temporary drainage and dewatering necessary for the Work and shall employ pumps, trenches, drains, sumps, and other necessary elements required to provide satisfactory working conditions for the protection, execution, and completion of the Project.

2.8.3.3 The Contractor shall make arrangements and pay for installation and maintenance of temporary plumbing systems until the permanent plumbing system is available for use.

2.8.3.4 When the permanent plumbing system is complete and available for use:

- .1 The Contractor shall start up and maintain operation of the permanent plumbing systems, and make arrangements and pay for removal of temporary plumbing systems.
- .2 The Owner shall pay the costs of water consumed and sewerage charges.

2.8.3.5 From the date of Final Acceptance, or Partial Occupancy if applicable, the Owner shall pay the costs of water consumed and sewerage charges for the occupied portion of the Project.

2.8.3.6

2.8.4 Electric Service:

2.8.4.1 The Contractor shall provide temporary light and power; pay the charges for temporary electric service installation, and removal if required.

- .1 A Contractor requiring these services shall subcontract with a licensed contractor for the service requirements and shall pay the costs of the services.

2.8.4.2 The Owner shall pay the cost of energy consumed.

2.8.5 Hoisting Facilities:

2.8.5.1 The Contractor shall erect and maintain any hoisting equipment required for its Work.

2.8.5.2 If the electric service requirements of hoisting facilities differ from that available at the Site, the Contractor shall provide and pay for all necessary connections.

2.8.5.3 A Contractor requiring use of hoisting facilities, after the Project is enclosed, shall transport Persons and materials required for its Work.

2.9 Building and Trade Permits and Licenses

2.9.1 Plan Approval:

2.9.1.1 The Contractor shall secure any required structural, plumbing, HVAC, and electrical plan approvals from the Ohio Department of Commerce, Division of Industrial Compliance.

- .1 If the Project is not on State property, the Contractor shall secure the plan approvals from the local certified building department with jurisdiction.

2.9.1.2 The Contractor shall schedule and attend all intermediate and final inspections required for any permit applicable to the Work. The Contractor shall schedule the State Fire Marshal or local fire authority for the life safety inspection for occupancy permits. The Contractor shall give the Owner reasonable notice of the dates and times arranged for inspections.

- .1 The Contractor shall pay for any reinspections required as a result of the Contractor's failure to receive approval of its Work.

2.9.2 Trade Permits and Licenses:

2.9.2.1 The Contractor shall obtain, maintain, and pay for any permit, inspection, or license applicable to the Contractor's particular trade.

2.9.3 Local Permits:

2.9.3.1 The Contractor shall secure and pay the fees for any permits, inspections, licenses, capacity charges, or tap fees required by local authorities having jurisdiction over the Project. The Contractor shall give the Owner reasonable notice of the date arranged for inspections.

2.9.4 National Pollutant Discharge Elimination System ("NPDES") Storm Water General Permit:

2.9.4.1 The Contractor shall secure the NPDES general permit by submitting a Notice of Intent ("NOI") application form to the Ohio Environmental Protection Agency at least 45 days prior to the start of construction.

2.9.4.2 The Contractor shall prepare and certify a storm water pollution prevention plan to provide sedimentation and erosion controls at the Project.

2.9.4.3 The Contractor shall prepare and process the required Notice of Termination ("NOT") prior to Contract Completion.

2.10 Tests and Inspections

2.10.1 Unless otherwise specified in the Contract Documents, the Contractor shall apply for, secure, and pay for the costs of structural testing and special inspections under Chapter 17 of the Ohio Building Code; testing including 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; or approval required by Applicable Law.

2.10.2 If the Owner determines that any portion of the Work requires special inspection, testing, or approval not otherwise required under the Contract Documents, the Owner shall order such inspection, testing, or approval.

2.10.2.1 If the special inspection, testing, or approval reveals Defective Work, the Contractor shall pay all associated costs. Those costs may include, but are not limited to:

- .1 The cost of the special inspection, testing, or approval;
- .2 The cost of additional special inspections, testing, or approvals to evaluate remedial Work;
- .3 The cost of correcting the Defective Work; and
- .4 All related Owner-incurred fees and charges of engineers, architects, attorneys, and other professionals.

2.10.2.2 The Owner may deduct the costs described under subparagraph 2.10.2.1 from payments then or thereafter due the Contractor. If payments then or thereafter due the Contractor are not sufficient to cover those amounts, the Contractor shall immediately pay the amount of the insufficiency to the Owner.

2.10.2.3 If the special inspection, testing, or approval reveals that the Work complies with the Contract Documents, the Contractor shall be paid for all associated costs by appropriate Contract modification. The Contractor shall be paid for any such inspection, testing, or approval out of an allowance. Upon approval of a waiver by the Controlling Board, any unused allowance may be used for the purchase of spare parts based on the unit prices provided by the Contractor in its Proposal.

2.10.3 If the Contractor is aware of a need for inspection, testing, or approval, or of a need to have any inspection, testing, or approval completed by a particular time to avoid delay, then the Contractor shall timely communicate such information to the Owner.

2.10.4 Except as described under subparagraph 2.10.2, the Contractor shall be paid for any inspection, testing, or approval that did not become a requirement until after it was awarded the Contract. The Contractor shall be paid for any such inspection, testing, or approval out of an allowance. Upon approval of a waiver by the Controlling Board, any unused allowance may be used for the purchase of spare parts based on the unit prices provided by the Contractor in its Proposal.

2.10.5 The Contractor shall coordinate with and give the Owner reasonable notice of the anticipated dates of all inspections, testing, or approvals.

2.10.6 Within 5 days after completion of an inspection, testing, or approval, the Contractor shall provide an original report/certificate of the inspection, testing, or approval to the Owner with a recommendation for or against acceptance of the results therein.

2.10.7 Neither the observations of the Owner in the administration of the Contract, nor any inspection, test, or approval by Persons other than the Contractor shall relieve the Contractor from the Contractor's obligation to perform the Work in conformity with the Contract Documents.

2.11 Progress Cleaning

2.11.1 The Contractor shall remove all waste materials, rubbish, and mud attributable to the Work to an appropriate disposal location acceptable to the Owner at, or near, the Site.

2.11.2 The Contractor shall perform daily broom cleaning of hard flooring surfaces in the area of the Work and maintain the Site in a clean condition acceptable to the Owner.

2.11.3 The Contractor shall remove, once each working day or as appropriate for the Project, all waste materials, and rubbish from the disposal location at, or near, the Site.

2.11.4 The Contractor shall remove, as appropriate for the Project or as the Owner directs, any waste materials or rubbish from areas adjacent to the Project.

2.11.4.1 The Contractor shall dispose of waste materials, rubbish, and construction debris and in a lawful manner in approved recycling facilities or landfills.

2.11.5 If the Contractor fails to clean up during the progress of the Work, the Owner may clean up on behalf of the Contractor and at the Contractor's expense. If the Contractor fails to maintain the areas adjacent to the Project clean and free of waste materials and rubbish, the Owner may also direct the local jurisdiction responsible for the area to have the area cleaned to its satisfaction at the Contractor's expense.

2.11.5.1 The Owner may deduct the cleaning costs from payments then or thereafter due the Contractor. If payments then or thereafter due the Contractor are not sufficient to cover those amounts, the Contractor shall immediately pay the amount of the insufficiency to the Owner.

2.11.6 The Contractor shall remove excavated material and spoil to a suitable off-site location approved by the Owner.

2.11.6.1 If the Owner designates a location on its property for disposal or storage of clean topsoil and/or subsoil in the Contract Documents, the Contractor shall remove such materials to the designated location.

2.12 Use of Premises

2.12.1 The Contractor shall use corridors, stairs, and elevators as designated by the Owner. Extreme care shall be exercised to not exceed the carrying capacity of elevators nor to damage the cab interior in any way.

2.12.2 Loitering or wandering through interior of buildings or exterior grounds outside the limits of the Work will not be permitted.

2.12.3 The Contractor shall confine its apparatus, materials, and the operations of its workers to the limits indicated by law, ordinances, permits and the directions of the Owner. If possible, materials and equipment should be installed in their final positions when brought to the Site. Short-term storage of equipment shall be scheduled by the Owner.

2.12.4 No signs or advertising of any kind will be permitted on or about the Site, except those appearing on trucks and trailers.

2.12.5 Site Logistics Plan:

2.12.5.1 The Contractor shall prepare a plan of the Site indicating how the Contractor intends to use the Site. The plan should illustrate, as an example, areas to be used for lay down of material and equipment; office and storage trailer locations; vehicular access gates with ingress and egress routes; locations of wheel wash and concrete truck wash out activities; and offloading and hoisting locations.

2.13 Interruption of Existing Services

2.13.1 Whenever it becomes necessary to interrupt existing services in use by the Owner or its tenants, including but not limited to sewer, water, gas, and steam lines, electric, telephone, and cable service, the Contractor shall continue the associated Work on a non-stop 24-hour per day basis until that Work is completed and the service restored, or at an alternate time required by the Owner.

2.13.2 Before beginning that Work, the Contractor shall apply in writing to, and receive approval in writing from the Owner to establish a time when interruption of the service will cause a minimum of interference with the activities of the Owner.

2.14 Explosives and Blasting

2.14.1 The Contractor shall not conduct blasting on, or bring explosives to, the Site without the prior written approval of the Owner, and other authorities with jurisdiction.

2.14.2 The Contractor shall perform all blasting, storing, and handling of explosives as required under Applicable Law.

2.14.2.1 The Contractor shall carry appropriate liability insurance coverage, as required by the Contract Documents, for its blasting and explosives storage and handling operations. Immediately upon request, the Contractor shall deliver evidence of that insurance to the Owner.

2.15 Emergency

2.15.1 In the event of an emergency affecting the safety of the Project, other property, or individuals, the Contractor, without special instruction or authorization, shall act to prevent the threatened damage, injury, or loss, and shall immediately notify the Owner of the nature of the emergency and of measures taken by the Contractor.

2.15.2 If the Contractor believes that it is entitled to an adjustment of the Contract Sum and Guaranteed Savings, or Contract Time, or both, on account of its actions in response to an emergency, the Contractor may request an adjustment to the Contract by giving written notice.

2.16 Building Commissioning

2.16.1 If applicable, the Contractor shall participate in the Building Commissioning process, as prescribed in the Contract Documents.

2.16.2 The Contractor shall permit the Commissioning Agent (“CxA”) if applicable, access to commission performance based equipment, fixtures, and/or systems (e.g., HVAC, fire protection, smoke evacuation, fume hoods, emergency power, etc.), prior to Final Acceptance, or Partial Occupancy if applicable.

2.16.3 The CxA if applicable, shall promptly notify, in writing, the Contractor responsible for the fixture, equipment, and/or system, of any deficiency identified during the commissioning process.

2.17 Warranty

2.17.1 The Contractor warrants to the Owner that all materials and equipment furnished under the Contract shall be new and of good quality unless otherwise required or permitted by the Contract Documents, that the Work shall be free from defects not inherent in the quality required or permitted, and that the Work shall conform to the requirements of the Contract Documents. Work not conforming to those requirements, including Substitutions not properly approved and authorized, may be considered Defective Work. If required by the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

2.17.2 Notwithstanding any other provision of the Contract Documents, the warranty pursuant to subparagraph 2.17.1 shall commence for each individual ECM/WCM upon acceptance of the ECM/WCM by the Owner as evidenced by a properly executed Certification of Warranty Commencement.

2.18 Uncovering the Work

2.18.1 If the Contractor covers Work contrary to the requirements of the Contract Documents or contrary to the written request of the Owner, the Contractor shall, if the Owner requests in writing, uncover that Work for observation, correct it if not in conformity with the Contract Documents, and recover it at the Contractor's expense and without adjustment of the Contract Time.

2.18.2 If the Contractor covers Work in accordance with the Contract Documents and not contrary to a request from the Owner for an opportunity to observe the Work prior to covering, the Contractor shall, if the Owner requests in writing, uncover that Work.

2.18.2.1 If the uncovered Work is Defective Work, the Contractor shall pay the costs of uncovering, correcting, and recovering the Work and shall not be entitled to an adjustment of the Contract Time.

2.18.2.2 If the uncovered Work is not Defective Work and the Contractor believes that it is entitled to an adjustment of the Contract Sum and Guaranteed Savings, or Contract Time, or both, on account of the uncovering and recovering of the Work, the Contractor may request an adjustment to the Contract by giving written notice to the Owner.

2.19 Correction of the Work

2.19.1 The Contractor shall promptly correct any Work rejected by the Owner or Work that is Defective Work, whether discovered before or after Final Completion and whether or not fabricated, installed, or completed. The Owner shall specify in a written notice to the Contractor the time within which the Contractor shall correct the Work.

2.19.2 After Final Completion:

2.19.2.1 In addition to the Contractor's other obligations under the Contract Documents, if within 1 year after the date of Final Completion of the Work any of the Work is found to be Defective Work, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so, unless the Owner has previously acknowledged and accepted the Defective Work in writing.

2.19.2.2 If the Contractor fails to correct the Defective Work promptly after receiving the notice to do so, the Owner may correct it without giving further notice to the Contractor.

2.19.2.3 The 1-year period for correction of Work ("Correction Period") shall not be extended by corrective Work performed by the Contractor under this subparagraph 2.19.2.

2.19.2.4 The Correction Period:

- .1 Relates only to the Contractor's specific obligation to correct the Work;
- .2 Does not establish a period of limitation with respect to any of the Contractor's other obligations under the Contract Documents;
- .3 Has no relationship to the time within which the State may seek to enforce the Contract; and
- .4 Does not establish a period of limitation within respect to the commencement of litigation to establish the Contractor's liability under the Contract or otherwise.

2.19.3 Responsibility for Costs of Correction:

2.19.3.1 The Contractor shall pay all of the costs and damages associated with the correction of the Work. Those costs and damages may include, but are not limited to, the related fees and charges of engineers, architects, attorneys, and other professionals; the cost of correcting or replacing adjacent work; and any consequential damages. The State may deduct the costs and damages it incurs from payments then or thereafter due the Contractor. If payments then or thereafter due the Contractor are not sufficient to cover those amounts, the Contractor shall immediately pay the amount of the insufficiency to the State.

ARTICLE 3 - CONTRACT ADMINISTRATION

3.1 Site Visits and Observation

3.1.1.1 The Owner shall protect the State against Defective Work throughout the completion of the Project, which includes the Correction Period. The Owner shall designate a field representative to attend to the Project to observe and check the progress and quality of the Work, and to take action as necessary or appropriate to achieve conformity with the Contract Documents.

3.1.1.2 The Contractor shall have its consultants attend to the Project at the intervals required by the Performance Contract for the Project or by the Owner.

3.1.2 The Owner is authorized to disapprove or reject any item of Work that is Defective, or that it believes will not produce a Project that conforms to the Contract Documents or will prejudice the integrity of the design concept of the Project as a functioning whole as indicated by the Contract Documents.

3.1.3 The Owner is not responsible for construction means, methods, manners, techniques, sequences, procedures, 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.

ARTICLE 4 - CONSTRUCTION COORDINATION

4.1 Responsibility of the Contractor

4.1.1 The Contractor shall complete portions of the Work in the sequence and time in the Construction Progress Schedule.

4.1.2 The Contractor shall supervise the Work.

4.1.3 The Contractor shall cooperate with the Owner so as not to interfere with, disturb, hinder, or delay the responsibilities of the Owner.

4.1.4 The Contractor shall consult with the Owner to obtain full knowledge of the Owner's rules, regulations, or requirements affecting the Project. The Contractor shall establish the Project's regular working hours, subject to approval by the Owner.

4.1.5 The Contractor shall coordinate the Work with the activities and responsibilities of the Owner to complete the Project in accordance with the Contract Documents.

4.1.6 The Contractor shall develop and keep current the Construction Progress Schedule in accordance with paragraph 4.2, and prepare and keep current a schedule of submittals that is coordinated with the Construction Progress Schedule, for the Owner's acceptance.

4.1.7 The Construction Progress Schedule shall not exceed the time limits current under the Contract Documents, shall provide for reasonable, efficient, and economical execution of the Project, and shall relate to the entire Project to the extent required by the Contract Documents.

4.1.8 The Contractor shall use the Construction Progress Schedule to plan, organize, and execute the Project, record and report actual performance and progress, and show how it plans to coordinate and complete all remaining work by the Contract Completion date.

4.1.9 The Contractor shall monitor the progress of the Work for conformance with the Construction Progress Schedule and shall initiate revisions as required by subparagraph 4.2.13.

4.1.10 In the event of default of the Contractor, the Contractor shall cooperate with the Owner and the Contractor's Surety to achieve the Contract Completion date.

4.1.11 The Contractor shall remove all snow and ice as may be required for reasonably safe access to the Project including, but not limited to, building entries, driveways, parking lots and sidewalks.

4.1.12 The Contractor shall keep a daily log containing a record of weather, number of workers on Site for the Contractor, identification of equipment, Work accomplished, problems encountered, and other similar relevant data.

4.2 Construction Progress Schedule

4.2.1 The Contractor shall provide a bar chart schedule with a logical sequence of events and sufficient detail to properly anticipate and monitor construction progress.

- 4.2.2 The Contractor shall prepare a Construction Progress Schedule by providing the following:
- 4.2.2.1 A graphic presentation of the sequence of the Work for the Project in the media and format required for the Project;
 - 4.2.2.2 Identification of each phase of the Work and any Milestone dates;
 - 4.2.2.3 Identification of activities and durations for review and approval of Shop Drawings and other action submittals, fabrication and review of mock-up Work, product review and procurement, fabrication, shop inspection, and delivery, including, but not limited to, lead time, coordination drawing delivery, Punch List, Punch List Correction, Project close-out requirements, Contract Completion, and occupancy requirements;
 - 4.2.2.4 Identification of disruptions and shutdowns due to other operations;
 - 4.2.2.5 Identification of the critical path of the Work;
 - 4.2.2.6 Identification of the crew size and total resource hours for each activity in the schedule; and
 - 4.2.2.7 The Contractor's signature and date indicating approval.
- 4.2.3 The Contractor shall develop the Construction Progress Schedule using commercially available, personal computer software that is acceptable to the Owner and shall provide final copies in color, in full size and 11 by 17 inches. The Contractor shall submit all baseline and updated schedules to the Owner in electronic format.
- 4.2.4 The Project participants shall use the Construction Progress Schedule as a tool for scheduling and reporting sequenced progress of the Work. The Contractor shall provide a clear graphics legend and other data including, but not limited to, Milestone dates, constraints, and other items required by the Project and the Owner. Each submission shall show the Owner's Project number and Project name, and provide a signature approval and date line for the Contractor.
- 4.2.5 The Contractor shall provide in each schedule: Activity identification and description for each activity broken down to a maximum duration that is appropriate for the activity, responsibility of the Contractor, Contractor's resources and crew size for each activity, provide early start, early finish, late start, late finish. Each schedule shall show predecessor activities and successor activities for each activity, entry free float, total float, and percentage of completion, and identify the appropriate predecessors and successors for all related activities.
- 4.2.6 The Construction Progress Schedule shall show all submittal dates, coordination drawing preparation, shop drawings submittals, and mock-up review and approval durations.
- 4.2.7 The Contractor shall submit the Construction Progress Schedule in graphic and tabular form. Provide a 2- to 6-week look-ahead schedule, as appropriate for the Project, for each progress meeting and provide, with each monthly schedule update, a list of all changes to the previously approved baseline schedule or monthly updated schedule.
- 4.2.8 The Construction Progress Schedule shall be managed using early start dates and early finish dates. Free float and total float are resources of the Project, and the use of float associated with an activity is not permitted without the concurrence of the the Owner.
- 4.2.9 Within 30 days of the date of the Notice to Proceed, the Contractor shall submit to the Owner a proposed Construction Progress Schedule approved by the Contractor.
- 4.2.9.1 Upon receipt of the proposed Construction Progress Schedule, the Owner shall review the Construction Progress Scedheule and schedule of submittals and accept or reject them, and return them to the Contractor with recommendations for revisions.
- 4.2.10 On a weekly basis, the Contractor shall prepare and submit to the Owner a written report describing:
- 4.2.10.1 Activities begun or finished during the preceding week;

4.2.10.2 Activities in progress and expected completion;

4.2.10.3 Activities to be started or finished in the upcoming 2 weeks, including but not limited to, the Contractor's workforce size and total resource hours associated with those activities; and

4.2.10.4 Other information requested by the Owner.

4.2.11 The Contractor shall attach the above information to the minutes of the weekly progress meetings.

4.2.12 The Contractor shall provide monthly progress reports to the Owner, which shall include recommendations for adjusting the Construction Progress Schedule to meet Milestone dates and the Contract Completion date.

4.2.12.1 If it is apparent to the Owner that the Contractor may be unable to meet critical path activities, Milestone completion dates, or the Contract Completion date, the Owner shall direct the Contractor to submit within 3 days a recovery plan to avoid or minimize the delay to the Project.

4.2.12.2 A recovery plan shall include, but is not limited to, adjustments to one or more of the following:

- .1 Workforce
- .2 Hours per shift
- .3 Shifts per workday
- .4 Workdays per week
- .5 Equipment
- .6 Activity logic

4.2.12.3 If the Owner approves the recovery plan, the Contractor shall prepare a revised Construction Progress Schedule that shall be signed and approved in accordance with subparagraph 4.2.9. If the Owner fails to approve a time recovery plan, the Contractor shall submit within 3 days an alternate recovery plan to the Owner in writing for review and approval in accordance with subparagraph 4.2.9.

4.2.13 The Contractor shall update the Construction Progress Schedule on a monthly basis, or other interval approved by the Owner, in accordance with subparagraph 4.2.9.

4.2.13.1 The updated Construction Progress Schedule signed by the Contractor shall serve as an affirmation that the Contractor can meet the requirements of the updated Construction Progress Schedule.

4.2.13.2 The Contractor shall submit a tabular copy showing all changes to the previously approved schedule including, but not limited to, logic, float, and actual start date of activities. The original or initially approved Construction Progress Schedule and all subsequent Construction Progress Schedules signed by the Contractor, and accepted by the Owner, shall serve as an affirmation that the Contractor agrees to and can meet the applicable requirements of the updated Construction Progress Schedule.

4.3 Progress Meetings

4.3.1 The Contractor shall schedule a weekly progress meeting for the Owner and other Persons involved in the Project. The purpose of the progress meeting is to review progress on the Project during the previous week, discuss anticipated progress during the following weeks, review critical operations, and discuss critical problems.

4.3.2 The Contractor shall be represented at every progress meeting by a Person authorized with signature authority to make decisions regarding possible modification of the Contract Documents or Construction Progress Schedule.

4.3.2.1 The Contractor shall notify the Owner and other Persons involved in the Project of the time and place of the progress meeting that shall thereafter be the same day and hour of the week for the duration of the Project, unless the Contractor notifies the Owner and other Persons involved in the Project of a different day and hour at least 2 days in advance.

4.3.2.2 The Contractor shall have any of its Subcontractors and Material Suppliers attend the progress meeting as determined advisable by the Contractor, or as requested by the Owner.

4.3.3 The Contractor shall prepare a written report of each progress meeting and distribute the report to the Owner. The Contractor shall not delegate the duty to prepare a written report of any progress meeting.

4.3.3.1 If any Person in attendance objects to anything in a report of a progress meeting, the Person shall notify the Owner and any other affected Person in writing explaining the objection within 5 days.

4.3.3.2 The report of each progress meeting shall reflect any objection made to the report of the previous progress meeting and any response.

4.4 Project Coordination Meetings

4.4.1 The Contractor shall schedule and conduct a weekly coordination meeting for the Contractor and appropriate Subcontractors and Material Suppliers (“Coordination Participants”).

4.4.1.1 The purpose of the coordination meeting is to discuss the sequence of construction and its relationship with the approved Construction Progress Schedule; to establish the intended location of equipment, pipe, duct, conduit, and other components of the Project; and to coordinate the appropriate shared use of available construction space; especially interstitial spaces, chases and mechanical rooms; and construction storage space.

4.4.1.2 Each Coordination Participant shall be knowledgeable about the Project and the scope of its work. One individual from each Coordination Participant shall have authority to make decisions regarding the coordination process and drawings.

4.4.1.3 Each Coordination Participant shall come to the coordination meetings prepared to demonstrate and furnish documentation that it has anticipated the work of other Persons, and planned its installation. Each Coordination Participant shall coordinate its installation with the work of other Persons.

4.4.1.4 Each Coordination Participant shall utilize documentation and information provided by other Coordination Participants to verify that the utility requirements, physical size, and characteristics of planned equipment are compatible with related or connected equipment, existing or planned building components, and existing or planned utilities.

4.4.1.5 The Coordination Participants shall utilize the documentation and information provided by each of them in determining the actual placement and positioning of equipment and devices to avoid interference with the work of other Persons, building finishes, and architectural details.

4.4.1.6 The Coordination Participants shall utilize the documentation and information provided by each of them to coordinate space requirements and installation considerations to maximize accessibility to equipment and devices for purposes of maintenance, repairs, and replacement.

4.4.1.7 The Contractor shall prepare a written report of each coordination meeting and distribute the report within 3 business days of the meeting to the Owner, and other Coordination Participants. The Contractor shall not delegate the duty to prepare a written report of any coordination meeting.

4.5 Coordination Drawings

4.5.1 The Contractor shall prepare drawings (the “Preliminary Coordination Drawings”) after the Coordination Participants (1) determine the sequence of the Project, (2) complete the activities described under subparagraph 4.4.1, (3) identify the areas requiring special attention (“Coordination Areas”), and (4) determine the need for a coordination drawing for any Coordination Area. The Contractor shall prepare the Preliminary Coordination Drawings at one-quarter-inch equals one-foot scale, with CAD or BIM software acceptable to the Owner. The Preliminary Coordination Drawings shall show the sheet metal work with plan and elevation dimensions, which specifically locate all HVAC ductwork, HVAC equipment, and HVAC piping for each Coordination Area based upon the information, discussion, and resulting consensus of the Coordination Participants during the coordination meetings.

4.5.1.1 The Contractor shall provide the Preliminary Coordination Drawings to all Coordination Participants. Each Coordination Participant shall use the Preliminary Coordination Drawings as a baseline to develop drawings of its work within each applicable Coordination Area to specifically locate equipment, devices, piping, conduits, and other work as discussed and agreed at the coordination meetings.

4.5.1.2 Each Coordination Participant with work within a Coordination Area shall return its drawings to the Contractor marked to show the location of the Coordination Participant's equipment, devices, piping, conduits, and other work for the Contractor's preparation of detailed and final coordination drawings ("Coordination Drawings").

4.5.1.3 Any Coordination Participant with no work in any Coordination Area may return the applicable Preliminary Coordination Drawings to the Contractor with a statement on the drawings signed by an authorized representative of the Coordination Participant certifying that it has no work within that Coordination Area.

4.5.1.4 After the Contractor completes the Coordination Drawings, the Contractor shall forward a copy of the Coordination Drawings to the Owner, and other Coordination Participants with work within the limits of a Coordination Area. The Coordination Participants shall report discrepancies in the drawings, in writing, to the Contractor within 7 days after receiving the drawings.

4.5.1.5 The Owner shall review the Coordination Drawings to determine whether the Coordination Participants achieved the goals listed in subparagraph 4.4.1. The Owner shall report any concerns, in writing, to the Coordination Participants within 14 days after receiving the drawings.

ARTICLE 5 - THE STATE

5.1 Owner

5.1.1 The Owner shall designate a representative authorized to act on the behalf of the Owner during the Project.

5.1.2 The Owner shall furnish information and services required of it in a timely manner.

5.1.3 The Owner shall have access to the Work at all times whenever the Project is in preparation or progress.

5.1.4 Upon issuance of the Notice to Proceed, the Owner shall provide the Site to the Contractor in a condition to permit the Contractor to perform the Work.

5.1.5 The Owner may request a change in the Work.

5.1.6 The Owner is not responsible for construction means, methods, manners, techniques, sequences, procedures, 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.

5.2 State's Right to Perform Work and Back-charge Contractor

5.2.1 If the Contractor provides Defective Work or fails or neglects to perform the Work in accordance with the Construction Progress Schedule, the Owner may issue a written notice providing 3 days for the Contractor to begin to correct Defective Work or to recover schedule deficiencies as set forth in subparagraph 5.2.2 ("72-Hour Notice") to the Contractor.

5.2.1.1 A copy of the 72-Hour Notice shall be issued to the Contractor's Surety.

5.2.2 If the Contractor fails or refuses to commence and continue to correct the Defective Work or recover the schedule deficiencies with diligence and promptness within three business days after receiving the 72-Hour Notice, the Owner may, without jeopardizing other remedies, take any action the Owner deems appropriate to correct the Defective Work or to recover the schedule deficiencies, including but not limited to exercising its termination rights under paragraph 12.3.

5.2.2.1 If the Owner proceeds as described under subparagraph 5.2.2, the Contractor shall pay all resulting costs and damages. Those costs and damages include, but are not limited to, the reasonable cost of correcting the Defective Work or recovering the schedule deficiencies and the related fees and charges of engineers, architects, attorneys, and other professionals. The Owner shall deduct the costs and damages from payments then or thereafter due the Contractor by amendment.

5.2.2.2 If the payments then or thereafter due the Contractor are not sufficient to cover those amounts, the Contractor shall immediately pay the amount of the insufficiency to the Owner.

5.2.2.3 If the Contractor believes that the Owner wrongfully exercised its rights under subparagraph 5.2.2, the Contractor may request an adjustment to the Contract by giving written notice to the Owner.

5.3 Owner's Right to Partial Occupancy

5.3.1 The Owner may occupy or use a portion of the Project prior to Contract Completion if:

5.3.1.1 The building authority with jurisdiction over the Project issues a temporary occupancy permit for the area in question;

5.3.1.2 The insurers providing property insurance have been provided written notice of the Partial Occupancy; and

5.3.1.3 The Owner has received notice of the Partial Occupancy from the Owner and has consented to it.

5.3.2 Before the Owner commences Partial Occupancy, the Owner shall process a Certification of Contract Completion for the designated area listing incomplete or Defective Work under the Contract for approval of the Owner.

5.3.3 From the date of execution of the Certification of Contract Completion by the Owner, the Contractor shall be relieved of the obligation to maintain the occupied portion of the Work, but shall remain obligated to complete and correct the Work and to carry the insurance required by the Contract Documents during performance of any such Work.

5.3.4 The Owner's Partial Occupancy does not constitute acceptance of any Defective Work, nor does it relieve the Contractor of liability for any express or implied warranties or responsibility for Defective Work.

ARTICLE 6 - TIME

6.1 Computing Time

6.1.1 When the Contract Documents refer to a period of time by a number of days, the period shall be computed to exclude the first and include the last day of the period. If the last day of the period falls on a Saturday, Sunday, or a legal holiday, that day shall be omitted from the computation and the period shall end on the next succeeding day that is not a Saturday, Sunday, or legal holiday.

6.1.2 Except as excluded under subparagraph 6.1.1, the Contract Time and all other time periods referred to in the Contract Documents includes Saturdays, Sundays, and all days defined as legal holidays by subparagraph 6.1.4.

6.1.3 The standard workdays for State projects are Monday through Friday, excluding legal holidays.

6.1.4 Legal holidays are as follows:

6.1.4.1 New Year's Day – First Day in January;

6.1.4.2 Martin Luther King Jr. Day – Third Monday in January;

6.1.4.3 Washington-Lincoln (President's) Day – Third Monday in February;

6.1.4.4 Memorial Day – Last Monday in May;

6.1.4.5 Independence Day – Fourth day of July;

- 6.1.4.6 Labor Day – First Monday in September;
- 6.1.4.7 Columbus Day – Second Monday in October;
- 6.1.4.8 Veteran’s Day – Eleventh Day of November;
- 6.1.4.9 Thanksgiving Day – Fourth Thursday of November; and
- 6.1.4.10 Christmas Day – Twenty-fifth day of December.

6.1.5 If a legal holiday falls on a Saturday, it is observed on the preceding Friday. If a legal holiday falls on a Sunday, it is observed on the following Monday.

6.2 Time of the Essence

6.2.1 Time limits stated in the Contract Documents are of the essence of the Contract and all obligations under the Contract. By signing the Performance Contract Form, the Contractor acknowledges that the Contract Time is reasonable, taking into consideration the usual weather and other conditions prevailing in the locality of the Project. By signing the Construction Progress Schedule, the Contractor acknowledges that the specified Milestone dates are reasonable, taking into consideration the usual weather and other conditions prevailing in the locality of the Project.

6.2.1.1 The Notice to Proceed establishes the date for commencement of the Work.

6.2.1.2 The Contractor acknowledges that the Owner has entered into, or may enter into, agreements for use of all or part of the premises where the Work is to be completed based upon the Contractor achieving Contract Completion within the Contract Time.

6.2.1.3 The Contractor shall perform the Work in a reasonable, efficient, and economical sequence, and in the order and time as provided in the Construction Progress Schedule.

6.2.1.4 The Contractor acknowledges that it may be subject to interference, disruption, hindrance, or delay in the progress of the Work from any cause. The sole remedy for such interference, disruption, hindrance, or delay shall be an extension of the Contract Time under Article 8, unless otherwise required by O.R.C. Section 4113.62.

6.3 Critical Path

6.3.1 Time extensions shall depend upon the extent to which the Work on the critical path of the Construction Progress Schedule is affected, if applicable.

6.3.2 An amendment granting a time extension may provide that the Contract Time shall be extended for only those specific elements so interfered with, disrupted, hindered, or delayed and related remobilization and that remaining Milestone dates shall not be altered and may further provide for adjustment of Liquidated Damages.

ARTICLE 7 - CONTRACT MODIFICATIONS

7.1 General

7.1.1 The Owner may order changes in the Work without invalidating the Contract. Subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents, a change in the Work may be accomplished by an amendment or an order for a minor change in the Work.

7.1.1.1 The Contractor shall proportionately increase the amount of the Performance Bond whenever the Contract Sum is increased.

7.1.1.2 The Contractor shall proportionately increase the amount of the Guarantee Bond whenever the Guaranteed Savings are increased.

7.1.1.3 If notice of any change affecting the Contract is required by the provision of any Bond, the giving of the notice is the Contractor's responsibility, and the amount of each applicable Bond shall be adjusted accordingly.

7.1.1.4 Because of the difficulty in adjusting the funding, changes in the Work of a Performance Contract shall not routinely be ordered nor approved by the Owner.

7.1.2 The Contractor shall not proceed with any change in the Work without the Owner's prior written authorization.

7.1.2.1 Except as provided in paragraph 2.15, the Contractor's failure to obtain prior written authorization for a change in the Work constitutes a waiver by the Contractor of an adjustment to the Contract Sum, Guaranteed Savings, Contract Time, or any or all of the foregoing, for the related Work.

7.1.3 The Contractor shall perform all changes in the Work under the applicable provisions of the Contract Documents, and the Contractor shall proceed promptly with the change unless otherwise provided in the amendment or order for a minor change in the Work.

7.2 Amendments

7.2.1 The Contract may be modified only by an amendment prepared by the Owner and signed by both the Contractor and the Owner.

7.2.2 If the Project is administered using OAKS CI, the Contractor shall submit its request for an amendment to the Owner for approval through the OAKS CI "Professional Services Amendment" business process.

7.3 Cost Allocation Adjustments

7.3.1 Without modifying the Contract Sum, the allocation of costs, as described in the Schedule of Values, may be adjusted upon request of the Contractor and approval by the Owner without a formal signed amendment.

7.3.2 If the project is administered using OAKS CI, the Contractor shall submit its request for a cost allocation adjustment to the Owner, for approval through the OAKS CI "Professional Services Amendments" business process.

7.4 Minor Changes in the Work

7.4.1 The Owner may order minor changes in the Work not involving adjustment of the Contract Sum and Guaranteed Savings or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Those changes shall be effected by written order issued to the Contractor.

7.4.2 The Contractor shall promptly carry out each order for a minor change in the Work if the Contractor agrees that the order does not involve adjustment of the Contract Sum, Guaranteed Savings, Contract Time, or any or all of the foregoing.

7.4.3 If the Contractor reasonably believes that it would be entitled to an adjustment of the Contract Sum, Guaranteed Savings, Contract Time, or any or all of the foregoing, on account of an order for a minor change in the Work, the Contractor, within 3 business days after receiving the order, shall give the Owner written notice of the Contractor's position, and not proceed with the subject Work without first receiving an amendment related to it.

7.4.4 The Contractor waives its right to an adjustment of the Contract Sum, Guaranteed Savings, or Contract Time on account of an order for a minor change in the Work by:

7.4.4.1 Starting the Work which is the subject of the order for a minor change in the Work; or

7.4.4.2 Failing to give the notice described under subparagraph 7.4.3 within 3 business days after receiving the order for a minor change in the Work.

7.5 Differing Site Conditions

7.5.1 "Differing Site Conditions" are either (1) subsurface or otherwise concealed physical conditions encountered at the Site that differ materially from the conditions indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature encountered at the Site that differ materially from those

ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents.

7.5.2 If the Contractor encounters a Differing Site Condition, the Contractor shall stop Work on that Differing Site Condition and give immediate written notice of the condition to the Owner.

7.5.2.1 The Contractor's failure to give notice of the Differing Site Condition as required under this subparagraph 7.5.2 shall constitute an irrevocable waiver of any associated claim.

7.5.2.2 The written notice of a Differing Site Condition under this subparagraph 7.5.2 shall be required in addition to the notice of claim under Article 8.

7.5.3 Promptly after receiving notice from the Contractor under subparagraph 7.5.2, the Owner shall investigate to determine whether the Contractor has encountered a Differing Site Condition. The Owner shall give written notice of its determination to the Owner and the Contractor within 10 days after completing the investigation.

7.5.3.1 If the Owner determines that the Contractor has not encountered a Differing Site Condition and the Contractor does not agree with that determination, the Contractor must initiate a claim under Article 8 within 10 days of the date on which the Owner issues its determination.

7.5.3.2 If the Owner determines that the Contractor has encountered a Differing Site Condition, the Owner shall process an appropriate amendment.

7.5.4 Contractor's failure to visit the Site and examine existing conditions prior to execution of the Contract shall not give rise to any Differing Site Condition which may form the basis for a claim.

7.6 Cost or Credit Determination and Associated Adjustment to the Guaranteed Savings

7.6.1 The maximum cost or credit resulting from a change in the Work shall be determined as described below.

7.6.1.1 Proposals shall include the information required by subparagraph 7.6.4.

7.6.1.2 The percentages allowed for overhead and profit include all Contractor Project costs relating to field or home office operations. Additional costs for overhead or profit shall not be allowed.

7.6.1.3 The maximum cost or credit includes all compensation for impact costs. Additional costs for impacts shall not be allowed.

7.6.2 The Contractor shall not assign any portion of the Work to another Person whereby the Contractor would benefit directly or indirectly from the double application of charges for overhead or profit.

7.6.3 The Owner may require notarized invoices for material costs and may audit the records of the Contractor and the Contractor's Subcontractors and Material Suppliers.

7.6.4 For each change in the Work, the Contractor shall furnish a detailed Proposal. Any Subcontractor or Material Supplier pricing shall also be itemized.

7.6.5 The following criteria shall be used to establish the exclusive and maximum amount that the Owner shall pay for any amendment, including, but not limited to, all amounts for interference with, delay, hindrance, disruption, or impact of the Work ("Pricing Criteria"). These Pricing Criteria shall also be used to determine the value of deduct amendments and the Contractor's entitlement to additional compensation or damages through the claims and dispute resolution processes on account of changes in the Work. In order to expedite the review and approval process, Proposals shall be prepared in the categories and order listed below:

7.6.5.1 Additional costs of professional services;

7.6.5.2 Costs of labor, including fringe benefits pursuant to O.R.C. Chapter 4115;

7.6.5.3 Costs of materials, supplies, and equipment, including costs of transportation, whether incorporated or consumed;

7.6.5.4 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

7.6.5.5 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes on items defined in subparagraph 1.5.2;

7.6.5.6 Additional costs of supervision and field office personnel directly attributable to the change in the Work;

7.6.5.7 Reasonable allowances for overhead and profit.

7.6.6 Costs that shall not be reimbursed for changes in the Work include the following:

7.6.6.1 Voluntary employee deductions including, but not limited to, deductions for charitable donations or U.S. savings bonds.

7.6.6.2 Employee profit sharing.

7.6.7 If an adjustment to the Guaranteed Savings is associated with a request for adjustment to the Contract Sum, the Contractor shall substantiate such adjustment of the Guaranteed Savings with:

7.6.7.1 A detailed written analysis of the affect on the Guaranteed Savings resulting from the requested adjustment to the Contract Sum.

7.6.7.2 Revised calculations demonstrating the requested adjustment to the Guaranteed Savings.

7.7 Time Extension

7.7.1 Every adjustment of the Contract Time associated with any change in the Work shall be determined as provided in this paragraph 7.7, which establishes the Contractor's maximum entitlement for any change in the Work, including without limitation all adjustments for interference, delay, hindrance, or disruption of the Work. This paragraph 7.7 also governs time adjustments for deduct amendments and the Contractor's entitlement to additional time through the claims and dispute resolution processes on account of changes in the Work.

7.7.2 The Contractor shall substantiate all changes in the Contract Time with:

7.7.2.1 A written description of the nature of the interference, disruption, hindrance or delay;

7.7.2.2 Identification of Persons and events responsible for the interference, disruption, hindrance or delay;

7.7.2.3 Date, or anticipated date, of commencement of the interference, disruption, hindrance or delay;

7.7.2.4 Identification of activities by schedule activity number and name on the Construction Progress Schedule, which may be affected by the interference, disruption, hindrance or delay, or new activities created by the interference, disruption, hindrance or delay and the relationship with existing activities;

7.7.2.5 Anticipated duration of the interference, disruption, hindrance or delay and of any remobilization period;

7.7.2.6 Specific number of days of extension requested and specific number of days for remobilization requested;

7.7.2.7 Recommended action to avoid or minimize any future interference, disruption, hindrance or delay;

7.7.2.8 A detailed written proposal as described under paragraph 7.6 for an increase in the Contract Sum which would fully compensate the Contractor for all costs of acceleration of the Work needed to completely overcome the associated delay, if any.

7.7.3 In the event that an extension of time is granted under the Contract Documents the schedule for commencement of the Guaranteed Savings period shall be adjusted accordingly.

7.7.4 An amendment may authorize extension of the Contract Time for specific elements, while maintaining Milestone dates for unaffected elements. Such an amendment may also authorize an appropriate adjustment to Liquidated Damages.

7.8 Examination and Audit of Contractor's Records

7.8.1 The Owner may examine all books, records, documents and other data of the Contractor and of the Contractor's Subcontractors and Material Suppliers related to the Proposal, pricing or performance of the Work for the purpose of evaluating any Proposal or claim.

7.8.2 The above referenced materials shall be made available at the office of the Contractor, Subcontractor, or Material Supplier, as applicable, at all reasonable times for inspection, audit, and reproduction until the expiration of 6 years after the date of Final Acceptance of the Project.

7.8.2.1 The Contractor shall maintain, and require all Subcontractors and Material Suppliers to maintain, complete and accurate business records at its principal place of business. If the principal place of business is greater than 50 miles from the Site, the Contractor shall timely make records available, and shall require its Subcontractors and Material Suppliers to timely make records available, at the office of the Owner upon request for the records.

7.8.3 To the extent that the Contractor, Subcontractor or Material Supplier, as applicable, informs the Owner in writing that any documents provided to the Owner are trade secrets, the Owner shall treat these documents, to the extent permitted by law, as trade secrets of the Contractor, Subcontractor or Material Supplier, as applicable.

7.8.3.1 If a dispute arises with any other Person about whether that Person should be given access to the documents, the Contractor, Subcontractor, or Material Supplier as applicable, shall indemnify the Owner against all costs, expenses, and damages, including, but not limited to, attorney fees, incurred or paid by reason of that dispute.

7.8.4 The right of inspection, audit, and reproduction extends to all documents necessary to permit adequate evaluation of the cost of pricing data submitted along with the computations and projections used therein.

7.8.5 If the Contract has been terminated, in whole or in part, the records relating to the Work terminated shall be made available to the Owner for a period of 3 years from the date of any applicable final settlement or payment, as applicable.

7.8.6 Records that relate to disputes, litigation, or settlement of claims arising out of the performance of the Work shall be made available until the dispute, litigation or claims have been finally decided or settled if such action is initiated during the six year retention period under subparagraph 7.8.2.

ARTICLE 8 - DISPUTE RESOLUTION

8.1 Initiation of a Claim

8.1.1 Every claim shall accrue upon the date of occurrence of the event giving rise to the claim.

8.1.2 Except as provided under paragraph 2.15, the Contractor shall initiate every claim by giving written notice of the claim to the Owner within 10 days after occurrence of the event giving rise to the claim, with the following exceptions:

8.1.2.1 The 10 day time limit on a claim arising from a determination of the Owner concerning an amendment begins to run on the date on which the Owner issues its determination.

8.1.2.2 The 10 day time limit on a claim arising from the response of the Owner to a Request for Interpretation begins to run on the date on which the Owner issues the Owner's response to the Request for Interpretation.

8.1.2.3 The 10 day time limit on a claim arising from the Owner's determination concerning a Differing Site Condition begins to run on the date on which the Owner issues the Owner's determination under paragraph 7.5.

8.1.3 The Contractor's written notice of a claim shall provide the following information to permit timely and appropriate evaluation of the claim, determination of responsibility, and opportunity for mitigation:

8.1.3.1 Nature and anticipated amount of the impact, including all costs for any interference, disruption, hindrance, or delay, which shall be calculated in accordance with paragraph 7.5.4 and be a fair and reasonably accurate assessment of the damages suffered or anticipated by the Contractor.

8.1.3.2 Identification of the circumstances responsible for causing the impact, including, but not limited to, the date or anticipated date, of the commencement of any interference, disruption, hindrance, delay;

8.1.3.3 Identification of activities on the Construction Progress Schedule which will be affected by the impact or new activities which may be created and the relationship with existing activities;

8.1.3.4 Anticipated impacts and anticipated duration of any interference, disruption, hindrance, delay, or impact, and any remobilization period; and

8.1.3.5 Recommended action to avoid or minimize any interference, disruption, hindrance, delay, or impact.

8.1.4 The Contractor's failure to initiate a claim as and when required under this paragraph 8.1 shall constitute the Contractor's irrevocable waiver of the claim.

8.1.5 The Owner shall respond to the written notice of the claim within a reasonable time of receipt, but not to exceed 10 days.

8.2 Substantiation of Claims

8.2.1 Within 30 days after the initiation of a claim, the Contractor shall submit 2 copies of all information and statements required to substantiate a claim as provided in this Article 8 and all other information which the Contractor believes substantiates the claim. The Contractor shall file the 2 copies by delivery of 1 copy to the Owner.

8.2.2 The Contractor shall substantiate all of its claims by providing the following minimum information:

8.2.2.1 A narrative of the circumstances, which gave rise to the claim, including, without limitation, the start date of the event or events and the actual, or anticipated, finish date;

8.2.2.2 Detailed identification of the Work (e.g., activity codes from the Construction Progress Schedule) affected by the event giving rise to the claim;

8.2.2.3 Copies of the Contractor's daily log (subparagraph 4.1.12) for each day of impact;

8.2.2.4 Copies of relevant correspondence and other information regarding or supporting Contractor entitlement;

8.2.2.5 Copies of the Contractor's most recent income statement, including segregated general and administrative expenses for the most recent reporting period, and for the period of the Contract, if available, and similar information for any Subcontractor claim included;

8.2.2.6 The notarized certification described under subparagraph 8.5.1.1;

8.2.3 The Contractor shall submit a fully executed Contractor Claim Submission Checklist, signifying compliance with all of the requirements listed in subparagraph 8.2.2 with each copy of the claim.

8.2.4 The Contractor's failure to comply with the requirements of this paragraph 8.2 shall constitute an irrevocable waiver of any related claim.

8.3 Substantiation of Claims for Increase of the Contract Sum and Associated Adjustment to the Guaranteed Savings

8.3.1 The Contractor shall substantiate each claim for an increase of the Contract Sum and associated adjustment to the Guaranteed Savings with:

8.3.1.1 Written documentation as described under paragraph 7.5.4 of the actual additional direct and indirect costs to the Contractor due to the event giving rise to the claim;

8.3.1.2 A written statement from the Contractor that the increase requested is the entire increase in the Contract Sum associated with the claim;

8.3.1.3 A written statement from the Contractor that the requested adjustment to the Guaranteed Savings is the entire adjustment to the Guaranteed Savings associated with the claim; and

8.3.1.4 The general substantiation documentation described under paragraph 8.2.

8.3.2 The Contractor's failure to comply with the requirements of this paragraph 8.3 shall constitute an irrevocable waiver of any related claim.

8.4 Substantiation of Claims for Extension of the Contract Time

8.4.1 The Contractor shall substantiate each claim for an extension of the Contract Time with:

8.4.1.1 Written documentation as described under paragraph 7.7 of the actual delay to the critical path of the Construction Schedule due to the event giving rise to the claim;

8.4.1.2 A detailed written Proposal as described under paragraph 7.5.4 for an increase in the Contract Sum which would fully compensate the Contractor for all costs of acceleration of the Work needed to completely overcome the associated delay together with a statement consistent with subparagraph 8.3.1.2;

8.4.1.3 A written statement from the Contractor that the extension requested is the entire extension of the Contract Time associated with the claim; and

8.4.1.4 The general substantiating documentation described under paragraph 8.2.

8.4.2 In addition to the requirements of subparagraph 8.4.1, if adverse weather conditions are the basis for a claim for additional time, the Contractor shall document the claim with data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on a critical element of the scheduled construction. The support for and evaluation of all adverse weather claims shall be based upon average weather conditions during the 10 years immediately preceding the dates at issue in the claim as those weather conditions were recorded at the government-controlled weather-recording facility nearest to the Site.

8.4.3 The Contractor's failure to comply with the requirements of this paragraph 8.4 shall constitute an irrevocable waiver of any related claim.

8.5 Certification of the Claim

8.5.1 The Contractor shall certify each claim within 30 days after initiating the claim under paragraph 8.1 or before Contract Completion, whichever is earlier, by providing the notarized certification specified in subparagraph 8.5.1.1, signed and dated by the Contractor:

8.5.1.1 "The undersigned Contractor certifies that the claim is made in good faith; that the supporting data is accurate and complete to the best of the Contractor's knowledge and belief; that the amount requested is a fair, reasonable, and necessary adjustment for which the Contractor believes the State is liable; and that the undersigned is duly authorized to certify the claim on behalf of the Contractor."

8.5.2 The date that the Contractor's certified and fully substantiated claim is received by the Owner, or the date on which the Contractor is required to certify and fully substantiate a claim pursuant to subparagraphs 8.2.1 and 8.5.1, shall trigger the 120 day period for exhaustion of administrative remedies pursuant to O.R.C. Section 153.16(B).

8.5.3 The Contractor's failure to comply with the requirements of this paragraph 8.5 shall constitute an irrevocable waiver of any related claim.

8.6 Delay and Delay Damage Limitations; Derivative Claims

8.6.1 Notwithstanding any other provision of the Contract Documents to the contrary, the Contractor shall not be entitled to an increase in the Contract Sum, adjustment to the Guaranteed Savings, or an extension of the Contract Time:

8.6.1.1 On account of the impact of any normal adverse weather on any of the Work or on account of the impact of any abnormal adverse weather on Work not on the critical path;

8.6.1.2 To the extent that a delay occurs concurrently with a delay attributable to the Contractor; or

8.6.1.3 On account of the delay of any Work not on the critical path.

8.6.2 Notwithstanding any other provision of the Contract Documents to the contrary, the Contractor shall not be entitled to an increase in the Contract Sum, adjustment to the Guaranteed Savings, or any type of damages on account of a delay in the commencement or progress of Work on the critical path unless (1) the delay is caused by the Owner or a Person for whom the Owner is legally responsible and (2) the delay was not authorized or permitted under the Contract.

8.6.3 Notwithstanding any other provision of the Contract Documents to the contrary, the Contractor shall not be entitled to an increase in the Contract Sum, adjustment to the Guaranteed Savings, or any type of damages arising from a delay in the commencement or progress of any of the Work caused by the occurrence or non-occurrence of an event beyond the Owner's control such as acts of Nature or the public enemy, acts of the government, fires, floods, epidemics, labor disputes, unusual delivery delays, weather, or damages caused by the Contractor or a Person for whom the Contractor is legally responsible.

8.7 Liquidated Damages

8.7.1 If the Contractor fails to achieve one or more of the Completion Milestones set forth in the Contract Documents, the Contractor shall pay to or credit the Owner the associated Liquidated Damages per-diem sum(s) set forth in the Contract Documents for each day that the Contractor fails to achieve one or more of the Completion Milestones.

8.7.2 Notwithstanding any other provision of the Contract Documents to the contrary, if a court determines that the Liquidated Damages per-diem sum(s) or their application are void and unenforceable, the Owner shall be entitled to recover the actual damages that it incurs on account of the Contractor's failure to achieve one or more of the Completion Milestones.

8.7.2.1 If the Contractor fails to achieve two or more Completion Milestones, the Owner shall be entitled to recover the sum of the associated per diem rates.

8.7.3 Nothing contained in this paragraph **Error! Reference source not found.** shall preclude the Owner's recovery from the Contractor of actual damages.

8.7.4 In addition to other rights that the Owner may have relative to the Liquidated Damages, the Owner may deduct the Liquidated Damages from the Contract Sum as the damages accrue. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall immediately pay the amount of the insufficiency to the Owner.

8.8 Review of the Claim and Decision

8.8.1 The Owner shall examine the Contractor's claim.

8.8.2 The Owner shall approve or deny all, or any part, of the Contractor's claim and forward a written decision to the Contractor and the Owner's project manager within 30 days after receiving the Contractor's substantiated and certified claim.

8.8.2.1 The Owner may employ independent resources to assist in its review, or refer evaluation of the claim to a consultant.

8.8.3 If the Contractor agrees with the Owner’s decision, the decision shall be incorporated into an amendment.

8.8.4 Any claim remaining unresolved after completion of the process described under this paragraph 8.8 shall be subject to claim decision review as described under paragraph 8.9.

8.9 Claim Decision Review

8.9.1 The Contractor may request review of the Owner’s decision by written notice delivered to the Owner’s project manager by certified mail within 14 days of the Owner’s decision.

8.9.2 The Owner’s project manager shall schedule and conduct a meeting within 30 days after receiving the Contractor’s request for review.

8.9.2.1 The Owner may employ independent resources to assist in the meeting and review.

8.9.3 The Owner’s project manager shall determine the final disposition of the Contractor’s request for review and provide a written decision to the Contractor and the Owner within 14 days after the meeting.

8.9.4 The decision of the Owner’s project manager is the final administrative decision of the Owner as described under O.R.C. Section 153.12(B).

8.9.5 If the Contractor and the Owner agree with the Owner’s project manager’s decision, the decision shall be incorporated into an amendment.

8.9.6 Any claim remaining unresolved after completion of the process described under this paragraph 8.9 shall be subject to litigation, which may be preceded by Alternative Dispute Resolution (“ADR”) as described under paragraph 8.10.

8.10 Alternative Dispute Resolution

8.10.1 The intent of the ADR process is to resolve disputes quickly and equitably in a manner agreed upon by all parties to the dispute.

8.10.2 The ADR procedure shall be accepted by all of the Project’s key stakeholders .

8.10.3 The accepted ADR methods shall not include binding arbitration; alter any of the requirements for claim initiation, certification, and substantiation; or alter the administrative process described under this Article 8.

8.10.4 The following forms of non-binding ADR may be considered:

8.10.4.1 Negotiation: If negotiation is warranted, the parties to the dispute may agree to a progressive level of negotiators, invested with the authority to agree to a determination of an adjustment in the Contract Sum and Guaranteed Savings, Contract Time, or both

8.10.4.2 Mediation: If mediation is the accepted ADR procedure, or the process to follow when negotiations are unsuccessful, the parties to the dispute shall accept a neutral third party to mediate the dispute. The costs of mediation shall be shared equally among the parties to the dispute.

8.10.4.3 Another ADR procedure accepted by all of the Project’s key stakeholders.

8.11 Audit of the Claim

8.11.1 All claims shall be subject to audit at any time following the filing of the claim, whether or not the claim is part of a lawsuit.

8.11.2 The audit may be performed by employees of the Owner or by a consultant engaged by the Owner.

8.11.3 The audit may begin upon 10 days notice to the affected Contractor, Subcontractor, or Material Supplier.

8.11.4 The Contractor shall cooperate with the request.

8.11.5 Failure of the Contractor, Subcontractor, or Material Supplier to produce sufficient records to allow the Owner to audit and verify a claim shall constitute an irrevocable waiver of the claim or the portion of the claim that could not be completely audited.

8.11.6 The Contractor shall make available to the Owner all Contractor, Subcontractor, and Material Supplier documents related to the claim including, without limitation, the following documents:

8.11.6.1 Daily time sheets and superintendent's daily reports;

8.11.6.2 Union agreements, if any, and employer agreements;

8.11.6.3 Insurance, welfare, fringes, and benefits records;

8.11.6.4 Payroll register;

8.11.6.5 Earnings records;

8.11.6.6 Payroll tax returns;

8.11.6.7 Material invoices, purchase orders, Subcontractor contracts, and all material and supply acquisition contracts;

8.11.6.8 Material cost distribution worksheets;

8.11.6.9 Equipment records (list of Contractor equipment, rates, etc.);

8.11.6.10 Vendor rental agreements and Subcontractor invoices;

8.11.6.11 Subcontractor payment certificates;

8.11.6.12 Canceled checks (payroll and vendors);

8.11.6.13 Job cost report;

8.11.6.14 Job payroll ledger;

8.11.6.15 General ledger, general journal, (if used) and all subsidiary ledgers and journals together with all supporting documentation pertinent to entries made in these ledgers and journals;

8.11.6.16 Cash disbursements journal;

8.11.6.17 Financial statements for all years reflecting operations on the Project;

8.11.6.18 Income tax returns for all years reflecting operations on the Project;

8.11.6.19 Depreciation records on all equipment utilized whether the records are maintained by the Contractor, its accountant, or others;

8.11.6.20 If a source other than depreciation records is used to develop costs for the Contractor's internal purposes in establishing the actual cost of owning and operating equipment, all other source documents;

8.11.6.21 All documents which reflect the Contractor's actual profit and overhead during the years the Project was being performed;

8.11.6.22 All documents related to the preparation of the Proposal, including the final calculations on which the Proposal was based;

8.11.6.23 All documents which relate to the claim together with all documents which support the amount of damages as to the claim;

8.11.6.24 Worksheets used to prepare the claim establishing the cost components for items of the claim including, but not limited to, labor, fringes, benefits and insurance, materials, equipment, Subcontractors, and all documents which establish the time periods, individuals involved, the hours and rate of pay for the individuals; and

8.11.6.25 All other documents required by the Owner to reasonably review the claim.

8.12 False Certification of the Claim

8.12.1 If the Contractor falsely certifies all, or any part, of a claim, the portion of the claim falsely certified shall be denied, and may be sufficient cause for the State to debar the Contractor from future State contracting opportunities as permitted by law.

8.13 Performance and Payment

8.13.1 The Contractor shall proceed with the Work during any dispute resolution process, unless otherwise agreed by the Contractor and the Owner in writing.

8.13.2 The Owner shall continue to make payment of any undisputed amounts in accordance with the Contract Documents pending final resolution of a claim, unless otherwise agreed by the Contractor and the Owner in writing.

ARTICLE 9 - CONTRACTOR PAYMENT

9.1 Schedule of Values

9.1.1 Within 10 days of receipt of the Notice to Proceed, or other period as mutually agreed by the Contractor and the Owner, the Contractor shall submit to the Owner a Schedule of Values on a form published by the Department, with separate amounts shown for labor and materials for each branch of Work, following the numbers and titles of the Construction Specifications Institute's *MasterFormat* for individual work results, or *UniFormat* for assemblies in place.

9.1.1.1 The Contractor shall clearly indicate on the Schedule of Values, the amount(s) allocated, including amounts for overhead and profit, for each certified EDGE Business Enterprise used in the performance of the Work. The amount(s) shall indicate labor and materials, as appropriate.

9.1.2 The grand total shown on the Schedule of Values shall equal the total Contract Sum. The Owner may use the approved Schedule of Values to determine the cost or credit to the Owner resulting from any change in the Work.

9.1.2.1 The first items shall be actual costs of the Performance Bond, Guarantee Bond, insurance, permits, and tests required for the Project.

9.1.2.2 The amounts for labor and materials shall accurately reflect the cost for each item. Separate items shall not be shown for overhead or profit, except when Work is performed or materials are supplied by a certified EDGE Business Enterprise, pursuant to subparagraph 9.1.1.1. Overhead and profit shall be included in the totals for labor and materials.

9.1.2.3 If the material allocation exceeds 55 percent of the Contract Sum, the Contractor shall provide, upon request, sufficient information to support the higher percentage.

9.1.2.4 Subcontract Work shall show amounts for labor and materials. Fringe benefits shall be shown as a part of labor costs.

9.1.2.5 When more than one major structure is included in the Work, the Contractor shall subdivide the Schedule of Values accordingly, with cost details for each structure shown separately.

9.1.2.6 The line items shall be coordinated with line items in the Project Schedule, which may require division of items of Work by area of the Project by floor, phase, or other appropriate area.

9.1.2.7 Mechanical and Electrical contractors shall include separate line items for all major pieces of equipment, and group smaller equipment items by type.

9.1.2.8 Line items shall be included for each Allowance, Punch List Work, Project Record Document Submittals, delivery of attic stock, and specified demonstrations and training.

9.1.3 The Owner may return the Schedule of Values to the Contractor for re-submittal if it does not meet the requirements or contains insufficient items or details of the Work, or approve the Schedule of Values if the Owner determines that it conforms to this paragraph 9.1.

9.1.4 No payment shall be made until the Owner has approved the Contractor's Schedule of Values.

9.2 Contractor Payment Request

9.2.1 The Contractor may submit a Contractor Payment Request for Work performed based upon the Schedule of Values to the Owner each month or upon another interval approved by the Owner.

9.2.1.1 The Contractor shall support each Contractor Payment Request with documentation substantiating the Contractor's right to payment. The Contractor shall supply additional documentation as the Owner may request in connection with each payment to the Contractor.

9.2.1.2 The Owner may require proof of the renewal of required insurance as a condition precedent to payment.

9.2.1.3 The Contractor shall attach certified payroll reports for the relevant period to 1 copy of each Contractor Payment Request, see Attachment 12 - "Prevailing Wage Requirements."

9.2.1.4 The Contractor may list on the Contractor Payment Request any amendments approved and performed prior to submission of the Contractor Payment Request.

9.2.1.5 The Contractor shall submit its application for payment using the Contractor Payment Request form or forms current at the time of each application and as provided by the Owner in the manner prescribed by the Owner.

9.2.1.6 The Contractor shall clearly indicate on the Contractor Payment Request, the amount(s) requested for each certified EDGE Business Enterprise used in the performance of the Contract. The amount(s) shall indicate labor and materials, as appropriate.

9.2.1.7 The Contractor shall submit an electronic copy of the Contractor Payment Request to the Owner with its paper copies of the Contractor Payment Request for collection and reporting of information used for contract compliance evaluation and statistical purposes. The Contractor may issue the copy in any electronic media acceptable to the Owner.

9.2.2 Payments shall be made to the Contractor only for the authorized actual quantities of Work performed or materials furnished in accordance with the Contract Documents.

9.3 Labor Payments

9.3.1 Partial payments to the Contractor for labor performed under the Contract shall be made at the rate of 92 percent of the amount invoiced through the Contractor Payment Request that shows the Work is 50 percent complete, as evidenced by payments in the amount of at least 50 percent of the original Contract Sum.

9.3.2 After the Work is 50 percent complete, as evidenced by payments in the amount of at least 50 percent of the original Contract Sum to the Contractor, no additional funds shall be retained from payments for labor.

9.4 Material Payments

9.4.1 The Owner shall pay the Contractor at the rate of 100 percent of the scheduled value for materials incorporated into the Project.

9.4.2 The Owner shall pay the Contractor at the rate of 92 percent of the invoice cost for materials delivered to the Site, or other off-site storage location approved by the Owner, provided the Contractor provides the following information with the Contractor Payment Request:

9.4.2.1 A list of the fabricated materials consigned to the Project, giving the place of storage, together with copies of invoices, in order to verify quantity and cost.

9.4.2.2 A certification of materials stored off-site, prepared by the Contractor and signed by the Owner to evidence that the materials are in conformity with the Specifications and have been tagged with the Project name and number for delivery to the Project. The Contractor shall reimburse the Owner for all costs incurred to visit a storage site, other than the areas adjacent to the Project.

9.4.2.3 The Owner shall pay the balance of the scheduled value when the materials are incorporated into and become a part of the Project.

9.4.3 When payment is allowed for materials delivered to the Site or other approved off-site storage location but not yet incorporated into the Project, the materials are the property of the Owner.

9.4.3.1 The Owner may, at its sole discretion, retain any material not ultimately incorporated into the Project or return it to the Contractor for credit of an amount proportionate to the value of the extra materials.

9.5 Retainage

9.5.1 If the total Contract Sum is \$15,000 or more, when the Contract is 50 percent complete, as evidenced by payments in the amount of at least 50 percent of the Contract Sum to the Contractor, all funds retained for the faithful performance of the Work, in accordance with subparagraph 9.3.1, shall be deposited in an escrow account with a bank in the state in accordance with the terms and conditions provided in an escrow agreement executed by the Contractor, the Owner, and the applicable bank.

9.5.2 When the major portion of the Work is occupied or in use, and there is no other reason to retain funds, including, but not limited to, compliance with 9.3; upon request of the Contractor, the funds retained in connection with that Work shall be released from escrow and paid to the Contractor, withholding only that amount necessary to assure faithful completion in the sole discretion of the Owner.

9.5.2.1 Any reduction or release of retained funds, or portion thereof, shall not be a waiver of the Owner's right to retain funds in connection with other payments to the Contractor, or any other right or remedy the Owner has under the Contract Documents at law or in equity.

9.5.2.2 Funds in the escrow account not previously paid shall be authorized for release to the Contractor within 30 days of the Owner's approval of a final Contractor Payment Request and Payment Release Affidavit furnished by the Contractor, and execution of the Certification of Contract Completion by the Owner.

9.5.3 Upon consent by the Contractor's Surety, the Owner may reduce the amount of funds retained for the faithful performance of Work by 50 percent of the amount of funds required to be retained, provided the Contractor's Surety remains responsible for all damages that may be caused due to default by the Contractor, including, but not limited to, the following:

9.5.3.1 Completion of the Work;

9.5.3.2 All interference, disruption, hindrance and delay claims;

9.5.3.3 All Statutory Delay Forfeiture; and

9.5.3.4 All additional expenses incurred by the State.

9.6 Payments Withheld

9.6.1 The Owner may recommend to the Owner that payments be withheld from, or the Statutory Delay Forfeiture be assessed against, a Contractor Payment Request.

9.6.2 The Owner may decline to approve any Contractor Payment Request or part thereof, or nullify any previous Contractor Payment Request, in whole or in part, to the extent necessary in the Owner's sole opinion to protect the Owner from loss because of:

9.6.2.1 Defective Work not remedied;

9.6.2.2 Damage caused by the Contractor;

9.6.2.3 Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

9.6.2.4 Reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover damages under the Contract Documents for the anticipated delay;

9.6.2.5 Failure to comply with Applicable Law including, but not limited to, the requirements of O.R.C. Chapter 4115;

9.6.2.6 Failure to timely submit EDGE Participation Reports in accordance with subparagraph 1.10.8;

9.6.2.7 Failure to timely approve a Construction Progress Schedule in accordance with paragraph 4.2;

9.6.2.8 Failure to timely submit the Contractor's list of proposed Subcontractors and Material Suppliers in accordance with paragraph 14.1;

9.6.2.9 Failure to carry out the Work in accordance with the Contract Documents; or

9.6.2.10 That which is permitted under other provisions of the Contract Documents.

9.6.3 In the event that funds retained pursuant to paragraph 9.5 or subparagraph 9.6.1 are less than the Owner's anticipated or actual amount of loss because of the reasons set forth in subparagraph 9.6.1, Contractor shall immediately remit payment in the amount of such shortfall to the Owner.

9.6.4 If the Contractor remedies the basis for withholding payment under subparagraph 9.6.2 to the Owner's satisfaction, the Owner shall pay the amounts withheld.

9.7 Final Contractor Payment Request

9.7.1 The Contractor, as a condition precedent to execution of the Certification of Contract Completion and to final payment, shall complete all requirements of the Contract Documents.

9.7.1.1 The Contractor and each of its Subcontractors, regardless of tier, shall execute a Payment Release Affidavit to certify that the Contractor and each of its Subcontractors, regardless of tier, have complied with all requirements of O.R.C. Chapter 4115, and to certify that all of its Subcontractors and Material Suppliers have been paid in full for all Work performed or materials furnished for the Project.

9.7.2 The Owner shall pay the final Contractor Payment Request within 30 days from the date the Owner recommends acceptance of the final Contractor Payment Request.

9.7.2.1 Payments due and not paid to the Contractor within the 30 day period shall bear interest from the date payment is due under the Contract Documents at the applicable statutory rate.

9.7.3 The acceptance of final payment by the Contractor, a Subcontractor, or a Material Supplier constitutes the payee's waiver of all claims against the State except those previously made in writing under Article 8 and identified by that payee as unsettled at the time of the final Contractor Payment Request.

9.7.4 Notwithstanding any other provision of the Contract Documents, final payment made pursuant to this paragraph 9.7 constitutes neither acceptance of any Defective Work, nor a waiver of any rights set forth in the Contract Documents or otherwise provided by Applicable Law.

ARTICLE 10 - CONTRACT COMPLETION

10.1 Final Cleaning

10.1.1 Before requesting the Owner's Punch List review, the Contractor shall clean the Site, remove waste materials and rubbish attributable to the Project, and restore the property to its original condition so that upon Contract Completion, the premises are ready for occupancy by the Owner.

10.1.2 If the Contractor performs any Work after final cleaning, the Contractor shall clean the affected area as provided above so that upon Contract Completion, the premises are ready for occupancy by the Owner.

10.1.3 Final cleaning shall be done to the reasonable satisfaction of the Owner.

10.2 Contractor's Punch List

10.2.1 When the Contractor considers the Work, or a designated portion thereof, nearly complete the Contractor shall inspect the Work and prepare a list of defective, incomplete, or unacceptable Work ("Contractor's Punch List"). The Contractor shall list all items of Work not in compliance with the Contract Documents, including items the Contractor is requesting to be deferred.

10.2.1.1 The Contractor shall proceed to correct all items listed on the Contractor's Punch List and certify that the incomplete items listed on the Contractor's Punch List are to its knowledge an accurate and complete list by signing said Punch List.

10.2.1.2 The Contractor's failure to include an item on the Contractor's Punch List shall not alter the Contractor's responsibility to complete the Work in accordance with the Contract Documents.

10.2.1.3 The Contractor shall submit the signed Contractor's Punch List to the Owner, together with a request for the Owner's Review of the Work.

10.3 Owner's Review of the Work

10.3.1 Within 3 business days of receipt of the request for the Owner's Review of the Work, the Owner shall notify the Contractor of acceptance or rejection of the request, stating reasons for any rejection.

10.3.1.1 Within 7 days of its acceptance of the Contractor's request, the Owner shall conduct the Owner's Review to determine whether the Work, or the designated portion, is in conformity with the Contract Documents. The Owner shall notify the Contractor of the scheduled time of the Owner's Review.

.1 The Owner shall include comments in the Owner's Review.

10.3.1.2 Within 3 business days after the Owner's Review, the Owner shall provide to the Contractor a list of defective, incomplete, or unacceptable Work ("Owner's Punch List").

10.3.1.3 The Owner's failure to include an item on the Owner's Punch List shall not alter the Contractor's responsibility to complete the Work in accordance with the Contract Documents.

10.4 Completion of Punch List Items

10.4.1 Within 30 days after receipt of the notice required by subparagraph 10.3.1.2 and before the date of Final Contract Completion, the Contractor shall complete all items on the Owner's Punch List. After completing all items on the Owner's Punch List, the Contractor shall provide a written request for Final Inspection of the Work to the Owner.

10.4.1.1 If completion of the Work on the Owner's Punch List cannot be timely completed, the Contractor shall justify in writing to the reasonable satisfaction of the Owner the reasons the items cannot be completed, and the Contractor may propose, for the Owner's approval, a time when the Contractor shall complete those items.

10.4.1.2 Within 3 business days of receipt of the Contractor's notice that all Punch List items have been completed, the Owner shall complete a Final Inspection of the Work for compliance with the Contract Documents.

10.4.1.3 If multiple inspections of items on the Owner's Punch List are required due to the Contractor's failure to properly and timely complete them, the Contractor shall pay any additional costs incurred by the Owner resulting from any attendant delay. The Owner may deduct those additional costs from payments then or thereafter due the Contractor. If payments then or thereafter due the Contractor are not sufficient to cover those amounts, the Contractor shall immediately pay the amount of the insufficiency to the Owner.

10.4.2 Notwithstanding any other provision of the Contract Documents, the Final Inspection of the Work or the issuance of Final Acceptance constitutes neither an acceptance of any Defective Work, nor a waiver of any rights set forth in the Contract Documents or otherwise provided by Applicable Law.

10.5 Project Record Document Submittals

10.5.1 The Contractor, as a condition precedent to execution of the Certification of Contract Completion and release of retained funds and final payment, shall provide all Project Record Documents to the Owner for approval, including, but not limited to:

10.5.1.1 Certificate of Occupancy;

10.5.1.2 Inspection Certificates for Pressure Piping, Elevator, Boiler, Electrical, Plumbing or Piping Purification, etc.;

10.5.1.3 Letter of Approval from the local fire authority or State Fire Marshal for the fire suppression system;

10.5.1.4 Operation and Maintenance Manuals, organized into suitable sets of manageable size. Indexed data bound in individual binders, with pocket folders for folded sheet information and appropriate identification marked on the front and the spine of each binder;

10.5.1.5 Neatly and accurately marked sets of As-Built Documents, and other Contract Documents reflecting the actual construction of the Project;

10.5.1.6 Detailed Drawings reflecting the exact location of any concealed utilities, mechanical or electrical systems, and components;

10.5.1.7 Assignment to the Owner of all Warranties and Guarantees, including the most recent address and telephone number of any Subcontractors, Material Suppliers, or manufacturers;

10.5.1.8 An affidavit to certify that all Subcontractors and Material Suppliers have been paid in full for all Work performed or materials furnished for the Project;

10.5.1.9 Final certified payroll reports; and

10.5.1.10 An affidavit to certify that the Contractor and each of its Subcontractors, regardless of tier, have complied with all requirements of O.R.C. Chapter 4115.

10.6 As-Built and Record Documents

10.6.1 Upon Final Completion of the Work, the Contractor shall organize the As-Built Documents into manageable sets, bind the sets with durable paper cover sheets, and deliver the As-Built Documents to the Owner.

10.6.1.1 By submitting the As-Built Documents to the Owner, the Contractor certifies that the As-Built Documents are complete, correct, and accurate.

10.6.2 The Contractor shall revise the original Contract Documents and related electronic files with the information contained on the As-Built Documents. The Contractor shall label the revised original Contract Documents and related electronic files as "Record Documents" and reflect the date of the Contractor's incorporation of the As-Built Documents.

10.6.3 The Owner may thereafter use the Record Documents for any purpose relating to the Project including, but not limited to, additions to or completion of the Project.

10.7 Demonstration and Training, Operating Appurtenances

10.7.1 The Contractor, as a condition precedent to execution of the Certification of Contract Completion, release of retained funds, and final payment, shall perform demonstration and training of the Owner's maintenance personnel as specified in the Contract Documents.

10.7.2 The Contractor, as a condition precedent to execution of the Certification of Contract Completion, release of retained funds, and final payment, shall organize and submit operating appurtenances and loose items related to the operation and maintenance of the completed Project to the Owner, including, but not limited to:

10.7.2.1 Keys to door and window hardware, panels, and other devices not directly provided to the Owner from the manufacturer;

10.7.2.2 Operating handles, levers, cranks, specialized wrenches or drivers, remote controls, and similar items; and

10.7.2.3 Extra materials (e.g., attic stock).

10.8 Certification of Contract Completion

10.8.1 Partial Completion:

10.8.1.1 When items of Work cannot be completed until a subsequent date, the Owner may recommend that these items be deferred and the Owner may release payment to the Contractor, as determined in the sole discretion of the Owner. The Owner shall list deferred items on a Partial Certification of Contract Completion with the dates the items are to be completed.

10.8.1.2 The date that the Owner executes the Partial Certification of Contract Completion is the date that the warranty period commences, and retained funds may be released for that portion of the Work.

10.8.2 Final Completion:

10.8.2.1 When all items on the Owner's Punch List have been completed to the satisfaction of the Owner, all requirements of the Contract Documents have been completed, and the provisions of paragraphs 10.1 through 10.7 have been fulfilled, the Owner shall prepare and recommend execution of a Final Certification of Contract Completion.

10.8.2.2 The date that the Owner executes the Final Certification of Contract Completion is the date that the Work of the Contract is accepted ("Final Acceptance"). If a Partial Certificate of Contract Completion was not executed for the Contract, the date that the Owner executes the Final Contract Completion Certificate is the date that the warranty period commences, and retained funds may be released.

10.8.3 Notwithstanding any other provision of the Contract Documents, Final Acceptance pursuant to this paragraph 10.8 constitutes neither acceptance of any Defective Work, nor a waiver of any rights set forth in the Contract Documents or otherwise provided by Applicable Law.

10.9 Contractor Performance Evaluation

10.9.1 The Owner shall evaluate the Contractor's performance during the progress of the Work, at completion of a phase of the Project, completion of the Project, or any of the foregoing. The Owner shall retain the evaluation(s).

10.9.1.1 The Contractor may request a copy of the completed evaluation(s). If the Contractor wishes to comment or take exception to any rating or remark, the Contractor shall send a response in writing to the Owner within 30 days of receiving the evaluation(s).

10.9.1.2 The Owner may use the evaluation(s) in determining the responsibility of the Contractor for award of future Contracts.

ARTICLE 11 - INSURANCE AND INDEMNIFICATION

11.1 Contractor's Liability Insurance

11.1.1 The Contractor shall purchase and maintain liability and other insurance as will protect the Contractor from claims set forth below, which may arise out of, or result from, the Contractor's performance or

obligations under the Contract Documents, whether due to action or inaction by the Contractor or any Person for whom the Contractor is responsible.

11.1.1.1 Claims under workers' compensation, occupational sickness or disease, disability benefit, and other similar employee benefit acts;

11.1.1.2 Claims for damages because of bodily injury, disease, illness, death, or personal injury, and other claims usually covered by bodily injury liability insurance;

11.1.1.3 Claims for damages because of injury to, or destruction of, property and other claims usually covered by property damage liability insurance.

11.1.2 The Contractor shall purchase and maintain a Commercial General Liability policy and Business Automobile Liability policy to provide insurance and limits as indicated below. An Umbrella or Excess Liability policy may be used to reach the required limits.

Policy Limits – Commercial General Liability

\$2,000,000	General Aggregate (minimum – see below)
\$2,000,000	Products/Completed Operations Aggregate
\$1,000,000	Occurrence Limit (minimum – see below)
\$1,000,000	Personal and Advertising Injury Limit
\$100,000	Fire Legal Liability Limit
\$10,000	Medical Payments

Policy Limits – Business Automobile

\$500,000	Combined Single Limit
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11.1.2.1 Contracts in the amount of \$100,000 or less require coverage in the amount of not less than \$2 million general aggregate and \$1 million per occurrence.

11.1.2.2 Contracts in excess of \$100,000, but not more than \$5 million, require coverage in the amount of not less than \$3 million general aggregate and \$3 million per occurrence.

11.1.2.3 Contracts exceeding the amount of \$5 million require coverage in an amount no less than \$5 million general aggregate and \$5 million per occurrence.

- .1 Policies shall be endorsed to provide that the General Aggregate Limit applies separately to each of the insured Contractor's projects.

11.1.3 For any demolition, blasting, excavating, tunneling, shoring, or similar operations, the Contractor shall provide and maintain Property Damage Liability insurance with a limit of liability equal to the limit as specified in the applicable sections of subparagraph 11.1.2.

11.2 Builder's Risk Insurance

11.2.1 The Contractor shall provide and maintain, during the progress of the Work and until the execution of the final Certification of Contract Completion by the Owner, a Builder's Risk insurance policy to cover all Work in the course of construction including false-work, temporary buildings and structures, and materials used in the construction process, stored on or off-site, or while in transit. This insurance shall be on a special cause of loss form, which provides coverage on an open perils basis insuring against the direct physical loss of, or damage to, covered property including, but not limited to, theft, vandalism, malicious mischief, earthquake, tornado, lightning, explosion, breakage of glass, flood, collapse, water damage, and hot and cold testing. This insurance shall be written on a replacement cost basis and shall also include debris removal, and/or demolition occasioned by enforcement of Applicable Law.

11.2.1.1 The amount of coverage shall be not less than the total completed value of the Project, including the value of permanent fixtures and decorations, with a deductible of not more than \$25,000 per occurrence. Any deductible over the amount specified must be authorized in writing by the Owner.

11.2.1.2 Coverage shall include a provision to pay the reasonable extra costs of acceleration and expediting temporary and permanent repairs to, or permanent replacement of, damaged property. This shall include overtime wages and the extra cost of "express" or other means for rapidly transporting materials and supplies necessary to the repair or replacement.

11.2.1.3 Coverage shall include "soft cost endorsement" including, but not limited to, the reasonable extra costs of the Owner and reasonable Contractor extension or acceleration costs.

11.2.1.4 Coverage shall include material in transit or stored off-site and identified for the Project.

11.2.1.5 Coverage shall waive all rights between the Owner, the Contractor, and Subcontractors at any tier, for damages caused by fire or any other perils to the extent of actual recovery of any insurance proceeds under the policy.

11.2.1.6 Coverage shall include appropriate sub-limits for installation coverage.

11.2.1.7 Coverage shall include provisions for mechanical or electrical breakdown, or boiler system testing.

11.2.1.8 Coverage shall include temporary structures and scaffolding, along with collapse coverage.

11.2.1.9 Coverage shall be primary to all other applicable insurance.

11.2.1.10 The Builder's Risk policy shall specifically permit and allow for Partial Occupancy by the Owner prior to execution of the final Certification of Contract Completion by the Owner and coverage shall remain in effect until all punch list items are completed.

11.2.1.11 The Contractor's tools and equipment shall not be covered under the Builder's Risk policy. It is the Contractor's sole responsibility to maintain such coverage, which shall be included in its overhead and not included as a separate item in the Contractor's Schedule of Values.

11.2.2 If the Contractor is involved solely in the installation of material and equipment and not in new building construction, the Contractor shall purchase and maintain a Builder's Risk, Builder's Risk-Renovations, or Installation Floater insurance policy. The policy must comply with the provisions of subparagraph 11.2.1.

11.3 Insurance Policy Requirements

11.3.1 Each policy of insurance required to be purchased and maintained by the Contractor shall name the State as an additional insured or loss payee, as applicable; provided, however, this designation shall not cause any claim between the Contractor and the State to be waived, except as set forth in paragraph 11.4.

11.3.1.1 Each such certificate of insurance shall expressly provide that the insurer will endeavor to provide no less than 30 days' written notice to the Owner in the event of cancellation of the coverage evidenced by the certificate.

11.3.1.2 For each insurance policy required by this Contract, the Contractor shall provide the Owner with 30 days' prior written notice of cancellation or non-renewal. Failure to comply with these reporting provisions shall constitute grounds for the Owner's termination of the Contract for cause pursuant to paragraph 12.3.

11.3.2 The Contractor shall furnish the Owner, when requested, a certified copy of any insurance or additional insured or loss payee endorsement required to be purchased or maintained by the Contract Documents. In no event shall failure of the Owner to demand a certified copy of any required insurance or endorsement be construed as a waiver of the obligation of the Contractor to obtain required insurance.

11.3.3 The Contractor shall maintain insurance in the required amounts, without interruption, from the date of execution of the Contract until the date of approval of the Certification of Contract Completion by the Owner. Failure to maintain the required insurance during the time specified shall be cause for termination of the Contract.

11.3.4 Insurance policies required to be purchased and maintained by the Contractor may include a reasonable loss deductible, which shall be the responsibility of the Contractor to pay in the event of loss.

11.3.5 The prompt repair or reconstruction of the Work resulting from an insured loss or damage is the Contractor's responsibility and shall be accomplished at no additional cost to the State.

11.4 Waivers of Subrogation

11.4.1 The Owner and the Contractor waive all rights against each other for damages caused by fire or other perils to the extent of actual recovery of any insurance proceeds under any property insurance, inland marine insurance, or builder's risk insurance applicable to the Work.

11.5 Indemnification for Injury or Damage

11.5.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and their respective officials, officers, consultants, agents, representatives, and employees, in both individual and official capacities (individually "Indemnified Party"; collectively "Indemnified Parties"), from and against all claims, damages, losses, and expenses (including the fees and charges of engineers, architects, construction managers, attorneys, and other professionals), direct, indirect, or consequential arising out of or in connection with the Project, but only to the extent caused by the negligence or willful act of the Contractor, or a person or entity for whom the Contractor may be liable, regardless of whether or not the claim, damage, loss or expense is caused in part by an Indemnified Party, but only to the extent that the claim, damage, loss or expense is not initiated or proximately caused by or resulting from the negligence of an Indemnified Party.

11.5.1.1 In the event of any injury, death, loss, damage, or related claims, the Contractor shall give prompt written notice to the Owner.

11.5.2 The Contractor's obligations under subparagraph 11.5.1 shall not negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to an Indemnified Party.

11.5.3 The Contractor's obligations under subparagraph 11.5.1 shall not be limited by a limitation on the amount or type of damages, compensation, or benefits payable under workers' compensation acts, disability benefit acts or other employee benefit acts, or any insurance policy provided or required in connection with the Project.

11.6 Indemnification for Patent or Copyright Use

11.6.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Indemnified Parties from and against all claims, damages, losses, and expenses (including the fees and charges of engineers, architects, construction managers attorneys, and other professionals), direct, indirect, or consequential arising out of the Contractor's infringement of patent rights or copyrights.

11.7 Indemnification for Use of Electronic Files

11.7.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Indemnified Parties from and against all claims, damages, losses, and expenses (including, but not limited to, the fees and charges of engineers, architects, attorneys, and other professionals) arising out of, or related to the Contractor's, or any other Person's use of electronic files, including, but not limited to, Computer-Aided Design ("CAD") or Building Information Modeling ("BIM") files (collectively "Electronic Files").

11.7.1.1 These Electronic Files are provided solely for the Contractor's convenience and use related to the Project. Any use of the Electronic Files shall be at the sole risk of the Contractor.

11.7.1.2 The Owner alone owns the Electronic Files and every right, title, and interest therein from the moment of creation.

11.7.1.3 The Electronic Files are not products.

11.7.1.4 The Contractor shall not use the Electronic Files for any purpose other than as a convenience for preparing Shop Drawings, Coordination Drawings, Record Drawings, or fabrication data for components, systems, and assemblies intended solely for use on the Project.

11.7.1.5 The State makes no warranties, either express or implied, of the merchantability or fitness of the Electronic Files for any particular purpose.

11.7.1.6 The Contractor understands and accepts that the Electronic Files may deteriorate or be inadvertently or otherwise modified without authorization of the State.

11.7.1.7 The State makes no representations as to compatibility, usability, or readability of the Electronic Files resulting from the use of software, application packages, operating systems, or computer hardware differing from those used to create the Electronic Files.

11.7.1.8 In the event of a conflict between the Contract Documents and the Electronic Files, the Contract Documents shall control, take precedence over, and govern the Electronic Files.

11.7.1.9 The Contractor alone is responsible to check, verify, and otherwise confirm the accuracy of data on the Electronic Files.

11.7.1.10 The Contractor shall not make any claims and hereby waives, to the fullest extent permitted by law, any claims or causes of action of any nature against the Indemnified Parties, which may arise out of, or in connection with, the use of the Electronic Files.

ARTICLE 12 - CONTRACT SUSPENSION AND TERMINATION

12.1 Suspension of the Work

12.1.1 The Owner, without cause and without prejudice to any other right or remedy it may have, may order the Contractor in writing to suspend, delay, or interrupt the performance of the Work in whole or in part for such period of time as the Owner may determine.

12.1.1.1 If the Owner suspends the Work under this subparagraph 12.1.1 and the Contractor complies with Article 8, the Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by the suspension, delay, or interruption. The adjustment of the Contract Sum, however, shall not include profit.

12.1.1.2 Notwithstanding the foregoing, no adjustment shall be made to the Contract Sum or Contract Time to the extent that:

- .1 Performance was, or could have been, suspended, delayed, or interrupted by a cause for which the Contractor is responsible; or
- .2 An equitable adjustment is made or denied under another provision of the Contract.

12.1.1.3 If the Owner suspends the Work under this subparagraph 12.1.1 and the Contractor submits a proper Contractor Payment Request, but subject to all other provisions of the Contract Documents, the Contractor shall be entitled to payment of compensation due under the Contract Documents for Work performed before the suspension based upon the Schedule of Values.

12.1.2 The Owner, without prejudice to any other right or remedy it may have, may order the Contractor in writing to suspend, delay, or interrupt the performance of the Work in whole or in part for such period of time as the Owner may determine for any of the following reasons: (1) Defective Work; (2) the Contractor is causing undue risk of damage to any part of the Project or adjacent area; (3) the Contractor fails to furnish or perform the Work in such a way that the complete Work will conform to the requirements of the Contract Documents; or (4) any other cause the Owner reasonably believes justifies a suspension.

12.1.2.1 The Owner's exercise of its right to suspend the Work under this subparagraph 12.1.2 shall not entitle the Contractor to any adjustment of the Contract Sum, Contract Time, or both.

12.1.2.2 If the Owner is adjudged to have improperly suspended the Work under this subparagraph 12.1.2, the suspension shall be deemed to have been a suspension under subparagraph 12.1.1.

12.1.3 Upon receipt of notice of suspension under this paragraph 12.1, the Contractor shall cease Work on the suspended activities and take all necessary or appropriate steps to limit disbursements and minimize respective costs. The Contractor shall furnish a report to the Owner, within 5 days of receiving the notice of suspension, describing the status of the Work, including, but not limited to, results accomplished, resulting conclusions, and other information as the Owner may require.

12.1.4 In the event of suspension under this paragraph 12.1, the Contractor may be entitled to payment of compensation due under the Contract Documents, upon submission of a proper invoice, for the Work performed prior to receipt of notice of suspension, which shall be payable based upon the Schedule of Values.

12.1.5 The Owner's right to stop the Work shall not give rise to any duty to exercise the right for the benefit of the Contractor or any other party, and the Owner's exercise or failure to exercise the right shall not prejudice any of the Owner's other rights.

12.2 Termination for Convenience

12.2.1 The Owner may, at any time, terminate the Contract in whole or in part for the Owner's convenience and without cause, at any time upon 10 days written notice to the Contractor.

12.2.2 Upon receipt of the notice of termination for convenience, the Contractor shall immediately proceed with performance of the following duties in accordance with instructions from the Owner:

12.2.2.1 Cease operation as specified in the notice;

12.2.2.2 Place no further orders and enter into no further subcontracts for materials, labor, services, or facilities, except as necessary to complete continued portions of the Project;

12.2.2.3 Terminate all subcontracts and orders to the extent they relate to the Work terminated;

12.2.2.4 Proceed with Work not terminated; and

12.2.2.5 Take actions that may be necessary, or that the Owner may direct, for the protection and preservation of the terminated Work.

12.2.3 Upon termination, the Owner shall pay the Contractor in accordance with the Schedule of Values for Work completed, including any retained funds, and the value of materials ordered and delivered, less any salvage credit the Contractor may receive for them.

12.2.3.1 All materials, equipment, facilities, and supplies at the Site or stored off-site, for which the Contractor has received payment, shall become the property of the Owner.

12.2.3.2 The Contractor is entitled to a fair and reasonable profit for Work performed and reasonable expenses directly attributable to the termination of the Contract. In no event shall the Contractor be entitled to (1) overhead and profit on Work not performed or (2) compensation in excess of the total Contract Sum.

12.2.4 If the Owner terminates the Work under this paragraph 12.2, the termination shall not affect the rights or remedies of the State against the Contractor then existing or which may thereafter accrue.

12.2.5 Notwithstanding subparagraph 12.2.3, if the Owner terminates the Work under this paragraph 12.2, but there exists an event of the Contractor's default, the Contractor shall be entitled to receive only such sums as it would be entitled to receive following the occurrence of an event of default as provided in paragraph 12.3.

12.3 Termination for Cause

12.3.1 The Owner may terminate all or a portion of the Contract if the Contractor:

12.3.1.1 Fails to prosecute the Work with the necessary force or in a timely manner;

12.3.1.2 Refuses to remedy Defective Work;

12.3.1.3 Fails to supply enough properly skilled workers or proper materials;

12.3.1.4 Fails to properly make payment to Subcontractors or Material Suppliers;

12.3.1.5 Performs any services outside of the United States;

12.3.1.6 Permits its Subcontractors to perform any services outside of the United States; or

12.3.1.7 Disregards laws, ordinances, or rules, regulations, or orders of a public authority with jurisdiction over the Project.

12.3.1.8 During the term of any guaranty applicable pursuant to the Performance Contract, fails to comply with the terms of such guaranty.

12.3.2 If the Owner intends to exercise its termination rights under this paragraph 12.3, the Owner shall issue not less than 5 days' written notice to the Contractor and the Contractor's Surety in accordance with O.R.C. Section 153.17 ("5-Day Notice").

12.3.3 If the Contractor fails to satisfy the requirements set forth in the 5-Day Notice within 15 days of receipt of the 5-Day Notice, the Owner may declare the Contractor in default, terminate the Contract, and employ upon the Work the additional force or supply materials or either as appropriate, and remove Defective Work.

12.3.4 If the Contract is terminated, the Contractor's Surety may perform the Contract. If the Contractor's Surety does not commence performance of the Contract within 10 days of the date of Contract termination, the Owner may complete the Work by means the Owner determines appropriate. The Owner may take possession of and use all materials, facilities, and equipment at the Site or stored off-site, for which the State has paid.

12.3.5 If the Contract is terminated, the Contractor shall not be entitled to further payment. If the unpaid balance of the Contract Sum exceeds the costs of finishing the Work, including without limitation the fees and charges of engineers, architects, attorneys, and other professionals and court costs, and other damages incurred by the Owner and not expressly waived, the Contractor or Surety shall immediately pay the amount of the insufficiency to the Owner. This obligation for payment shall survive termination of the Contract.

12.3.6 If the Contractor's Surety performs the Work, the provisions of the Contract Documents govern the Surety's performance, with the Surety in place of the Contractor in all provisions including, but not limited to, provisions for payment for the Work, and provisions of the right of the Owner to complete the Work.

12.3.7 If the Owner terminates the Work under this paragraph 12.3, the termination shall not affect any rights or remedies of the State against the Contractor then existing or which may thereafter accrue. The Owner's retention or payment of funds due the Contractor shall not release the Contractor or the Contractor's Surety from liability for performance of the Work in accordance with the requirements of the Contract Documents.

12.3.8 If the Owner is adjudged to have improperly terminated the Work under this paragraph 12.3, the termination will be deemed to have been a termination under paragraph 12.2.

12.4 Contractor Insolvency

12.4.1 Bankruptcy of Contractor:

12.4.1.1 If the Contractor files a voluntary petition in bankruptcy or has an involuntary petition in bankruptcy filed against it, the Contractor, the Contractor as the debtor-in-possession, or the trustee of the Contractor's bankruptcy estate shall file a motion to assume or reject the Contract under Bankruptcy Code §365, 11 U.S.C. §365, within 20 days after the filing of the voluntary petition or involuntary petition and shall diligently prosecute that motion to conclusion so as to obtain an order granting or denying that motion within 45 days after the filing of the voluntary or involuntary petition. The failure to file and prosecute that motion within the time frames provided by this paragraph 12.4 shall constitute a material breach of the Contract as time is of the essence with respect to Contractor's performance of all terms of this Contract. Contractor agrees to the granting of relief from the automatic stay of the Bankruptcy Code,

11 U.S.C. §362(a), to permit the Owner to terminate the Contract for cause in such instance and issue and serve all notices necessary to terminate the Contract or arising out of the termination of the Contract and to take any and all other action necessary to terminate the Contract.

12.4.2 Receivership or Assignment for the Benefit of Creditors:

12.4.2.1 If the Contractor makes a general assignment for the benefit of creditors or if a receiver is appointed for all or a substantial part of the Contractor's business or property, the Owner shall serve written notice on the Contractor and the Contractor's Surety stating that any failure of the Contractor to provide adequate assurance of continued performance shall be considered a rejection of the Contract, which shall result in termination of the Contract for cause. Such termination of the Contract need not be evidenced by an order of any court.

ARTICLE 13 - ACTION SUBMITTALS

13.1 Description

13.1.1 Shop Drawings, Product Data, Samples, and other submittals for the Owner's review and action shall be provided by the Contractor for any item required by the Contract Documents but not fully described in the Contract Documents, unless waived by the Owner, and include, but are not limited to:

13.1.1.1 Construction of the various parts, method of joinery, type of materials, grade, quality and thickness of materials, alloy of materials, profiles of all sections, reinforcement, method of hanging doors or installing windows, anchorage, and type and grade of finish;

13.1.1.2 Capacities, types of materials and performance charts that are pertinent to the materials, and performance charts that are pertinent to the equipment item; and

13.1.1.3 Wiring diagrams, control diagrams, schematic diagrams, working and erection dimensions, arrangement and specifications.

13.1.1.4 If the Project is designed and constructed under the Leadership in Energy and Environmental Design ("LEED") Rating System developed by the U.S. Green Building Council or another rigorous rating system used to facilitate achievement of sustainability goals for the Project, the Contractor shall provide submittals certifying achievement of sustainable design rating system criteria for verification by a third party.

13.1.1.5 To facilitate the Building Commissioning process, the Contractor shall submit 4 sets of Operation and Maintenance Manuals for dynamic and engineered systems to the Owner, and the CxA if applicable, for approval. This submission shall occur within 30 days following approval of all related Contractor submittals required by the Contract Documents.

13.1.2 Submittals are not Contract Documents. In the event of conflicts between submittals and the Contract Documents, the Contract Documents take precedence and govern the Work.

13.2 Form of Submittals

13.2.1 The Contractor shall provide a transmittal letter, review and stamp its approval, and transmit the submittals to the Owner in accordance with a schedule established by the Owner and the Contractor.

13.2.1.1 The Contractor shall submit a minimum of 1 reproducible and 3 copies of Shop Drawings, and a minimum of 4 copies of any other submittal.

13.2.1.2 The data shown on the Shop Drawings shall be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to communicate to the Owner the materials and equipment which the Contractor proposes to provide.

13.2.1.3 Each Sample shall be identified clearly as to materials, supplier, pertinent data as catalog numbers, the intended use, and other uses as the Owner may require enabling the Owner to review the submittal.

13.3 Variation from Contract Documents

13.3.1 If the submittals show variations from the requirements of the Contract Documents, the Contractor shall specifically and clearly identify the variations in its letter of transmittal.

13.3.1.1 Variations which may affect the construction quality, cost or timeline shall be submitted to the Owner for review, and if approved, shall be incorporated into the Work by amendment.

13.3.1.2 The Contractor shall not be relieved of responsibility for deviations from the Contract Documents by the Owner's approval of submittals.

13.4 Contractor's Submittal Review

13.4.1 The Contractor shall review and stamp "approved" all submittals before forwarding them to the Owner. If it is apparent to the Owner that the Contractor has not reviewed the submittals, or has conducted an incomplete review, the Owner may reject the submittals.

13.4.1.1 The Contractor shall field verify conditions as necessary and make corrections of dimensions, locations of various items, encroachments of work of other contractors, or variations from the requirements of the Contract Documents.

13.4.1.2 If required by the Contract Documents or Applicable Law, the Contractor shall have Shop Drawings or other submittals prepared by Persons possessing expertise and experience in an appropriate trade or profession or by a licensed architect, registered engineer, or other professional.

13.4.2 By approving and submitting submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements, and field construction criteria related to the associated Work, or shall do so, and has checked and coordinated the information contained within the submittals with the requirements of the Work and of the Contract Documents.

13.5 Owner's Submittal Review

13.5.1 The Owner shall review submittals for conformity with design intent within 14 days of receiving them or in accordance with the approved submittal schedule, or other period as mutually agreed by the Owner and the Contractor.

13.5.1.1 The Contractor shall make corrections required by the Owner and resubmit the required number of corrected copies of submittals until approved, which re-submission shall be acted upon by the Owner within 14 days of receiving them, or other period as is mutually agreed by the Owner and the Contractor.

13.5.1.2 When resubmitting corrected submittals, the Contractor shall direct the Owner's attention to revisions made by noting revisions on the resubmittal.

13.5.1.3 The Owner may hold Samples and other submittals used to coordinate finishes, colors, patterns, textures, or other characteristics until submittals for adjacent materials are available. The Owner shall issue a written notice to the Contractor stating that the submittal is being held, within 7 days of receiving it.

13.5.1.4 If coordinating submittals are not received within the period required for action on previously received submittals that are held in accordance with subparagraph 13.5.1.3, review of the previously received submittals shall be delayed.

13.5.2 The Owner's review of submittals is to determine if the items covered by the submittals will, after installation and incorporation into the Work, conform to the Contract Documents and be compatible with the design concept of the Project as a functioning whole.

13.5.2.1 The Owner's review shall not extend to means, methods, manners, techniques, sequences, nor procedures of construction, or to safety precautions or incident programs.

13.5.2.2 The review and approval of a separate item shall not indicate approval of the assembly in which the item functions.

13.6 Risk of Nonpayment

13.6.1 The Contractor shall not commence any portion of the Work requiring Shop Drawings, Product Data, Samples, or other submittals until the submittal has been approved by the Owner. If the Contractor starts Work before the Owner's final approval of the submittal, the Contractor does so at its own risk that payment shall not be approved or made by the Owner for the related Work.

13.7 Equipment Statement

13.7.1 Shop Drawings on equipment shall include the following written statement from the manufacturer of the equipment:

13.7.1.1 "This equipment submitted for approval shall perform as specified when installed by the Contractor in the arrangement shown on this drawing and in the Contract Documents and in conjunction with all other accessories such as flues, breechings, piping, controls, and equipment not furnished by this manufacturer, but required as an accessory or supplement to this equipment, provided that the accessory or supplementary items perform as specified and are installed as shown in the Contract Documents."

13.7.2 This equipment statement shall not be required for Samples, Product Data, and other standard submittals that are not created specifically for this Project.

ARTICLE 14 - SUBCONTRACTORS AND MATERIAL SUPPLIERS

14.1 Evaluation and Approval

14.1.1 Within 10 days after the Notice to Proceed, or other period as mutually agreed by the Contractor and the Owner, the Contractor shall submit to the Owner, on forms provided by the Owner, 4 copies of the Contractor's list of proposed Subcontractors and Material Suppliers. The Contractor shall include and indicate on the list, appropriate information about the certified EDGE Business Enterprise(s) that it intends to use to fulfill its commitment to contract with and use certified EDGE Business(es) to meet or exceed the approved EDGE Business Participation Goal for the Contract related to the Project.

14.1.2 Within 3 business days after receiving the Subcontractor and Material Supplier Declaration forms, the Owner shall verify that the forms are complete. If the Owner finds the forms are incomplete, the Owner shall return them to the Contractor with no action and identify corrective action the Contractor shall perform prior to resubmitting the forms. If the Owner returns such incomplete forms to the Contractor, the Contractor, within 10 days of receipt thereof, shall resubmit the forms with revisions complying with the corrective action identified by the Owner.

14.1.3 Upon receipt of the forms, the Owner shall perform an initial review of each Subcontractor and Material Supplier listed. Within 10 days after receiving the forms, the Owner shall make an initial determination of the status of each Subcontractor and Material Supplier listed, and provide a written notice to the Contractor. The status of each Subcontractor and Material Supplier shall be one of the following.

14.1.3.1 Approved, indicating that the Subcontractor or Material Supplier is approved for use on the Project.

14.1.3.2 Extended Review, indicating that the Owner may have an objection or concern regarding a listed Subcontractor or Material Supplier. The Owner shall then undertake an extended review for which an additional 10 days beyond the original deadline shall be automatically provided.

.1 Upon completing the extended review, the Owner shall issue a written notice to the Contractor confirming the status of the Subcontractor or Material Supplier as either approved or rejected.

14.1.3.3 Rejected, indicating that the Owner does not approve a listed Subcontractor or Material Supplier for use on the Project. Before making a determination to reject any listed Subcontractor or Material Supplier, the Owner shall complete a review similar to the review performed in the RFP evaluation,

which includes written documentation as to the reason or reasons that the Subcontractor or Material Supplier was rejected.

14.1.4 If the Owner rejects any Subcontractor or Material Supplier, the Contractor shall propose a replacement of such Subcontractor or Material Supplier, within 10 days of the receipt of the rejection, at no additional cost to the State, which proposal shall be reviewed in accordance with paragraphs 14.1.2 and 14.1.3.

14.2 Replacement and Corrections

14.2.1 The Contractor shall not replace any Subcontractor or Material Supplier after execution of the Contract without the prior written approval of the Owner.

14.2.1.1 The Contractor shall submit to the Owner amended Subcontractor and Material Supplier Declaration forms and written justification for additions to or changes in their list of Subcontractors and Material Suppliers.

14.2.1.2 The Contractor shall submit amended forms to the Owner whenever any listed information changes for the Contractor's Subcontractors or Material Suppliers.

14.2.1.3 Upon submission of such amended forms, the Contractor, the Owner shall follow the procedure outlined in paragraphs 14.1.2, 14.1.3, and 14.1.4.

14.3 Contractor's Responsibility

14.3.1 The Contractor is fully responsible for all acts and omissions of its Subcontractors and Material Suppliers and is responsible for scheduling and coordinating the Work of its Subcontractors and Material Suppliers.

14.3.1.1 The Contractor is fully responsible for any delay, interference, disruption, or hindrance attributable to the Contractor's Subcontractors or Material Suppliers.

14.3.1.2 The Contractor shall require that each of its Subcontractors have a competent supervisor at the Site whenever the Subcontractor is performing Work.

14.3.1.3 The Contractor shall bind its Subcontractors and Material Suppliers to the terms of the Contract Documents, so far as applicable to the Work of the Subcontractor or Material Supplier, and shall not agree to any provision, which seeks to bind the State to terms inconsistent with, or at variance from the Contract Documents.

14.4 Warranty and Guarantee

14.4.1 The Contractor shall require each Subcontractor and Material Supplier to fully warrant and guarantee, for the benefit of the Owner, the effectiveness, fitness for the purpose intended, quality, and merchantability of any Work performed or item provided or installed by the Subcontractor or Material Supplier.

14.5 Assignment of Subcontracts

14.5.1 The Contractor hereby assigns its agreement with each Subcontractor and Material Supplier to the Owner provided that the assignment is effective only after termination of the Contract by the Owner for cause and only for those agreements which the Owner accepts by notifying the Contractor and applicable Subcontractor or Material Supplier in writing.

14.6 Prompt Payment

14.6.1 The Contractor shall make payments to Subcontractors and Material Suppliers in accordance with Applicable Law, including O.R.C. Section 4113.61 that include, without limitation, the requirements described under this subparagraph 14.6.1.

14.6.1.1 If a Subcontractor or Material Supplier requests payment in time to allow the Contractor to include the request in its Contractor Payment Request, the Contractor shall pay within 10 days after receipt of payment from the State:

- .1 To a Subcontractor, an amount equal to the percent of completion allowed by the Owner for the Subcontractor's Work.
- .2 To a Material Supplier, an amount equal to all or that portion of the Contractor Payment Request that represents the materials furnished by the Material Supplier.

14.6.1.2 The Contractor may reduce the amount to be paid to a Subcontractor or Material Supplier pursuant to subparagraph 14.6.1.1 by the amount of any funds retained from the Contractor and withhold amounts necessary to resolve disputed liens or claims involving the Work of the Subcontractor or Material Supplier.

14.6.1.3 If the Contractor fails to comply with this subparagraph 14.6.1, the Contractor shall pay to the applicable Subcontractor or Material Supplier 18 percent interest, compounded annually, on any unpaid amount beginning on the 11th day after receipt of payment from the State.

14.6.2 In order to establish lien rights, Subcontractors and Material Suppliers shall comply with Applicable Law, including O.R.C. Sections 1311.26, 1311.261, and 1311.29.

14.6.3 In the event that the Owner receives a Claim Affidavit from a Subcontractor or Material Supplier, it shall proceed as required by Applicable Law, including O.R.C. Sections 153.63 and 1311.31.

14.6.4 Laborers, Subcontractors, and Material Suppliers may secure payment rights in accordance with Applicable Law, including O.R.C. Section 153.56.

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**Project OSU-110670
Energy Conservation Measures
The Ohio State University
Columbus, Franklin County**

ECM AND ENERGY SAVINGS GUARANTEE REQUIREMENTS

5.1 Overview:

It is the Owner's intent to select a Contractor based on the evaluation as described in Part Three of the RFP. Once selected, the Contractor and the Owner will agree to the energy and water conservation measures (ECMs and/or WCMs) to be installed by the Contractor and their associated installation costs and guaranteed energy cost savings.

Based on the final selection of the ECMs and/or WCMs, it is further the Owner's intent to enter into two separate agreements with the Contractor. The first agreement is to be a "Performance Contract" for the procurement of the design, materials and installation of the ECMs and/or WCMs. The Performance Contract is attached to the RFP as Attachment 14. The ECM and/or WCM descriptions, cost and savings information provided in Attachments 9 and 10 of the RFP Proposal will be utilized as the description of the scope of work and the cost basis for the Performance Contract.

The second agreement will be a "Service Agreement." The Service Agreement will be in effect for a period not to exceed the time frame necessary to assure the energy savings projected based on the information in Attachments 9 and 10 of the RFP Proposal. A portion of the Service Agreement will stipulate that the Contractor guarantee the energy and water savings projected to the Owner for the term of the Service Agreement based on the final ECM and WCM selection. Another portion of the Service Agreement is to assure that the Contractor has the access to and capability to monitor the systems operations and utilization to assure that the assumptions utilized in the savings projections are being met and that the systems are appropriately maintained to achieve the savings guaranteed. Annual energy consumption analysis and reporting will be included in the Service Agreement. This will include the analysis necessary to demonstrate the energy and water guarantee performance and the analysis necessary to demonstrate the Owner's energy and water performance annually against a baseline energy and water consumption. A copy of the Service Agreement is attached to the RFP as Attachment 15. The annual cost of providing the Service Agreement is to be submitted as Attachment 11 with the RFP Proposal.

The Contractor will be required to initiate services on [Insert Date] with the guarantee and term to commence at the conclusion of the installation period as defined in the Contract Documents. In the event that Contract finalization, with the selected Contractor, is not completed in time for a [Insert Date] transfer, the Owner and the Contractor will agree to a starting date for service and the Owner will extend the existing service agreement until that time.

5.2 Energy and Water Conservation Measure and Projected Energy Cost Savings Development:

Each ECM and WCM that the Offeror proposes to be incorporated in the Project is to be summarized individually on an Attachment 9 form. For each ECM, the Offeror shall provide the following information for review:

- a. ECM/WCM Name
- b. ECM/WCM Description
- c. Brief scope of work anticipated
- d. Energy and water savings calculations, with assumptions and methodology
- e. Base year energy and water cost savings for electrical demand, electrical consumption, natural gas, water, sewer, and total
- f. Projected operations, capital cost avoidance, and maintenance (non energy) savings, if any

- g. If for the purposes of the guarantee, the annual savings are to be variable adjusted, provide the variable and baseline assumption. (For example, boiler efficiency improvement is to be adjusted annually based on heating degree days with the baseline equal to the NOAA average for [Insert Location], Ohio)
- h. Interaction effects with other ECMs proposed
- i. Installation cost
- j. Simple payback period, based on energy cost savings only (do not include operations and maintenance savings)

Attachment 10, the Cost and Savings Summary and Certification, is to be completed for all of the ECMs proposed, as a group, to summarize the overall financial performance of the Project. The Cost and Savings Summary and Certification represents the totals of the Attachment 9 information for all ECMs and WCMs proposed, including interactions, and the Project Cash Flow Projection included on the form is a summary based on certain financial assumptions, provided below, over a 10 year period of projected financing. Do not include the cost of the Service Agreement in the projections.

5.3 Energy and Water Conservation Measure Associated Operations and Maintenance Savings:

During the initial evaluation of the Offeror's RFP Proposal, the projected value, if any, of annual impact of the ECMs and WCMs on operation and maintenance costs will not be included in the financial performance of the Project. The Owner would like to review any projected operations and maintenance savings associated with an ECM or WCM, and may request, during the evaluation period that the operations and maintenance savings be included in the Project performance summary.

5.4 Projected Energy Cost Inflation:

For the purposes of Attachment 10, the annual energy cost inflation rate to be used for the cash flow summary is 0% per year for the Project term. This inflation factor is to be utilized for demand and consumption factors equally.

For the base line savings calculations the current rates provided from the utility information in Attachment 3 are to be utilized. If the Offeror, based on their independent evaluation, determines that rates different than those provided are more appropriate, the rates the Offeror calculates may be used. The rates used and their validity are subject to evaluation as part of the RFP Proposal Evaluation process.

5.5 Financing Rate

For the purposes of the Attachment 10 Project Cash Flow Projection, assume that the Owner will procure 10 year project financing at 4.25% for the installation cost of the Project.

If the Offeror chooses to offer financing to the Owner for the project, provide a brief description of the terms and conditions and prepare an alternate Attachment 10 for the proposed financing.

5.6 Energy Guarantee

The annual energy cost savings is to be calculated in the following manner for the purposes of the energy savings guarantee and the presentation of actual energy cost savings. The intent of this calculation method is to make the guarantee inflation risk neutral to the Contractor and to guarantee the Owner energy consumption reduction.

The preparation of the annual energy utilization audits will be a requirement of the selected Contractor and will be included in the scope of work for the Service Agreement.

Step 1.

Accumulate the last year's utility bills from all meters affected by the ECMs and WCMs installed and evaluate the invoices to provide actual units of demand and consumption.

Step 2.

Make variable adjustments to the units as per the variable adjustment in Attachment 5 - 5.2.g and Attachment 9 for the affected ECMs and WCMs.

Make adjustments to the units for verifiable changes in operation or use of the facility or for expansion or reduction of the campus area on existing utility meters, if any.

Step 3.

Multiply the adjusted units from Step 2 by the Base Year utility rates to determine the utility cost in base year dollars. Subtract this amount from the Base Year utility cost, prior to the ECM or WCM implementation. This is to be greater or equal to the Guaranteed Savings for the Energy Guarantee.

Step 4.

Multiply the adjusted units from Step 2 by the most recent year's utility rates to determine the total current utility cost after adjustment.

Step 5.

Multiply the Base Year units of consumption, prior to ECM or WCM implementation, by the most recent year's utility rates and subtract the total from Step 4 to find the most recent years savings attributable to the ECM or WCM implementation, at the current utility rates.

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Attachment 6 - Offeror Profile and Information Form



Ohio Department of Administrative Services
General Services Division
State Architect's Office • 4200 Surface Road • Columbus, Ohio 43228-1395

<http://ohio.gov/sao>
StateArchOff@das.state.oh.us
Phone 614.466.4761

**Project OSU-110670
Energy Conservation Measures
The Ohio State University
Columbus, Franklin County**

Offeror's Legal Name _____

Offeror's Address _____

Offeror's City, State, ZIP _____

Offeror's Phone _____ Offeror's Fax _____

Date Established _____

Federal Tax Identification _____

Principal Place of Business _____

Contact Name _____

Contact Title _____

Contact Address _____

Contact City, State ZIP _____

Contact Phone _____ Contact Person Fax _____

Contact E-mail Address _____

If different from above

Local Office Name from which project will be managed _____

Local Office Address _____

Local Office City, State, ZIP _____

Local Office Phone _____

Form of Corporation _____

Key Corporate Management Personnel

Name _____ Title _____ Years with Co. _____

Name _____ Title _____ Years with Co. _____

Name _____ Title _____ Years with Co. _____

Number of Employees

Engineers _____ Project Management _____

Project Supervision _____ Service Management _____

Total (not necessarily the sum of the above) _____

List valid contractor license, Certificate by Ohio Construction Industry Examining Board and any Registration or Certification by an OBBC municipality or county for preceding five (5) years.

List of proposed Subcontractors, if any, to be used on the Project:

1.	Name	_____	Role in Project	_____
	Address	_____		
2.	Name	_____	Role in Project	_____
	Address	_____		
3.	Name	_____	Role in Project	_____
	Address	_____		

- (A.) Each Offeror shall supply and certify to the accuracy of the following information relative to projects engaged in by the Offeror within the last five years. If none, so state.
 - (1) Indicate Offerors overall experience performing the trades proposed, including the years in business performing the trade under present and former business names.
 - (2) The Offeror shall submit the financial information requested in Attachment 1 in the RFP. This information is not a public record under O.R.C. Section 149.43; and shall remain confidential, except under proper order of a court.
 - (3) A description of its experience with projects of comparable size, complexity, and cost demonstrating the Offeror's ability and capacity to perform a substantial portion of the Project with their own forces. Include Scope of Work, Contract value and Project name/ contact Person/phone number for each owner and Associate for each project. A maximum of 3 projects are to be provided. The provision of Attachment 7, as requested in Attachment 1, will satisfy this requirement.
 - (4) Identification and description of any projects where the Offeror was determined by a public entity not to be a responsible bidder although it was the apparent lowest bidder, the reasons given by the public entity and an explanation thereof;
 - (5) Disclosure of any OSHA violation resulting in fines;
 - (6) Disclosure of any violations pertaining to unlawful intimidation or discrimination against any employee by reason of race, creed, color, disability, sex, religion, national origin or employees civil rights or equal employment opportunities;
 - (7) Disclosure of any adverse judgments in an action involving a claim for personal injury or wrongful death arising from the performance of work related to any project in which it has been engaged;
 - (8) Disclosure of any adverse judgments for nonpayment or nonperformance;
 - (9) Disclosure of violations of the prevailing wage law or any other state or federal labor laws;

- (10) Disclosure of violations of any Workers’ Compensation laws;
- (11) Disclosure of any felony convictions involving the contractor, its officers, directors, or owners;
- (12) Disclosure of any violations of environmental and/or health laws, codes, rules and/or regulations;
- (13) Disclosure of any occurrences of contract abandonment, contract termination, as either a prime- or sub-contractor, or surety takeover;
- (14) Disclosure of any occurrences of debarment by state, federal or local jurisdictions; and
- (15) Disclosure of any liquidated damages and/or Statutory Delay Forfeiture assessed.
- (16) Disclosure and confirmation that all apprentices used by the Offeror on the Project are trained in a program approved by the United States Department of Labor or the Ohio Apprenticeship Council.
- (17) Identification of Work to be subcontracted and the value of such Work, the names of all the proposed major subcontractors, and confirmation by the Offeror that it has or will advise said subcontractors that they are obligated to the same levels of responsibility as the Offeror. The provision of the Subcontractor Profile, as requested in Attachment 1, will satisfy this requirement
- (B) The Owner reserves the right to further inquire of the Offeror to determine whether the offer contains mathematical errors, omissions and/or erroneous assumptions and whether the Offeror has the capability to perform and complete the Contract for the proposed amount.
- (C) The Owner retains the right to waive non-compliance with the selection criteria when it is determined that non-compliance does not affect the competitive nature of the selection process.
- (D) All invitations, specifications, and similar requests for works of improvement shall advise all applicable prospective Offeror’s of this policy.

Management: Identify individuals assigned to this Project.

Principal	_____	Years with Firm	_____	Total Years of Experience	_____
Project Manager	_____	Years with Firm	_____	Total Years of Experience	_____
Field Superintendent	_____	Years with Firm	_____	Total Years of Experience	_____

Certification: I hereby certify that the information above is factual and complete.

Company Name _____

Authorized Official (please print or type) _____

Signature of Authorized Official _____ Date _____

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OFFEROR AFFIRMATION AND DISCLOSURE

Offeror acknowledges that by signing the Offeror Profile and Information Form, that it affirms, understands, and will abide by the requirements of Executive Order 2011-12K. If awarded a Contract, the Offeror will become the Contractor and affirms that both the Contractor and its Subcontractors shall perform no services requested under this Contract outside of the United States.

The Offeror shall provide the locations where services under this Contract will be performed in the spaces provided below or by attachment. Failure to provide this information as part of its Proposal may cause the Offeror to be deemed non-responsive and no further consideration will be given to its Proposal. If the Offeror will not be using Subcontractors, indicate "Not Applicable" in the appropriate spaces.

- 1. Principle business location of Contractor:

Address City, State ZIP

- 2. Location where services will be performed by Contractor:

Address City, State ZIP

Locations where services will be performed by Subcontractors, if known at time of the Proposal deadline:

Address City, State ZIP

- 3. Location where state data will be stored, accessed, tested, maintained, or backed-up, by Contractor:

Address City, State ZIP

Locations where state data will be stored, accessed, tested, maintained, or backed-up by Subcontractors, if known at time of the Proposal deadline:

Address City, State ZIP

Attachment 7 - Offeror Reference Form

Ohio Department of Administrative Services
General Services Division
State Architect's Office ▪ 4200 Surface Road ▪ Columbus, Ohio 43228-1395

OhioDAS
<http://ohio.gov/sao>
StateArchOff@das.state.oh.us
Phone 614.466.4761

**Project OSU-110670
Energy Conservation Measures
The Ohio State University
Columbus, Franklin County**

Company 1 _____ Contact _____
Address _____ Title _____
City, State ZIP _____ Phone _____
Program Name _____
Dates of Service _____
Description of Related Service Provided _____

Company 2 _____ Contact _____
Address _____ Title _____
City, State ZIP _____ Phone _____
Program Name _____
Dates of Service _____
Description of Related Service Provided _____

Company 3 _____ Contact _____
Address _____ Title _____
City, State ZIP _____ Phone _____
Program Name _____
Dates of Service _____
Description of Related Service Provided _____

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Attachment 8 – Personnel Profile Summary

Ohio Department of Administrative Services
General Services Division
State Architect's Office • 4200 Surface Road • Columbus, Ohio 43228-1395

Ohio DAS
<http://ohio.gov/sao>
StateArchOff@das.state.oh.us
Phone 614.466.4761

**Project OSU-110670
Energy Conservation Measures
The Ohio State University
Columbus, Franklin County**

Name _____ Title _____

Role in Project _____

Education/Training _____

Degree/Major _____ Where Obtained _____

Degree/Major _____ Where Obtained _____

Other Training _____

Company 1 _____ Contact _____

Address _____ Title _____

City, State ZIP _____ Phone _____

Program Name _____ Dates of Service _____

Description of Related Service Provided

Company 2 _____ Contact _____

Address _____ Title _____

City, State ZIP _____ Phone _____

Program Name _____ Dates of Service _____

Description of Related Service Provided

Company 3 _____ Contact _____

Address _____ Title _____

City, State ZIP _____ Phone _____

Program Name _____ Dates of Service _____

Description of Related Service Provided

Note: Attach resume for the above person. Provide for key project personnel only (e.g. project manager, lead energy engineer, service manager, project superintendent).

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Attachment 9 – Energy and Water Conservation Measure (ECM/WCM)



Ohio Department of Administrative Services
General Services Division
State Architect's Office • 4200 Surface Road • Columbus, Ohio 43228-1395

<http://ohio.gov/sao>
StateArchOff@das.state.oh.us
Phone 614.466.4761

Project OSU-110670 Energy Conservation Measures The Ohio State University Columbus, Franklin County

ECM/WCM Number _____ ECM/WCM Name _____

Brief description of ECM/WCM and associated Scope of Work

Equipment to be installed

Estimated Useful Life _____

Warranty Period Parts and Labor _____ Parts only _____

Key Assumptions

Energy/Water/Wastewater Cost Savings (attach calculations to this form)

Electrical Demand	_____ kwd @	\$ _____ /kwd/mo	Annual Savings	\$ _____
Electrical Consumption	_____ kwh @	\$ _____ /kwh	Annual Savings	\$ _____
Natural Gas Consumption	_____ mcf @	\$ _____ /mcf	Annual Savings	\$ _____
Water and/or Wastewater Consumption	_____ gal @	\$ _____ /gal	Annual Savings	\$ _____
Sewer Reduction	_____ gal @	\$ _____ /gal	Annual Savings	\$ _____
Bonded Electric Rate	_____ kwh	\$ _____ /kwh	Annual Savings	\$ _____
Biological Organic Deposit and Solid Waste Reduction	_____ mg/l	\$ _____ /mg/l	Annual Savings	\$ _____
			Total Annual Savings	\$ _____

Installation Cost \$ _____

Simple Payback Period _____ years

Describe anticipated impact, if any, on annual Capital, Operations and Maintenance cost:

Describe interactions, if any, with other ECMs/WCMs proposed:

Have interactions been accounted for in the Energy and Water Cost Savings calculations? Yes No

For purposes of the Energy/Water Savings Guarantee, is this ECM/WCM to be variable adjusted? Yes No
If Yes, provide the variable, the baseline value and source and describe the adjustment methodology:

Is there any anticipated hazardous material expected to need abated as part of implementing this ECM/WCM?
 Yes No If Yes, describe:

Note: Provide an Attachment 9 for each Energy/Water Conservation Measure proposed.

Project Cash Flow Projection

Year	Installation Costs (a)	Energy/Water Cost Savings (b)	Cash Flow for year	Cash Flow cumulative
Base				
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

Cash flow projection notes:

- (a) Refer to Attachment 5, Paragraph 5.5, for financing rate to utilize this projection.
- (b) Refer to Attachment 5, Paragraph 5.4, for utility information rate to utilize for this projection.
- (c) Project must achieve positive cumulative cash flow in or prior to year 15.

The undersigned proposes to perform all Work under its RFP Proposal, in accordance with the Contract Documents, for the following sums:

BASE PROPOSAL

ITEM 1: Guaranteed Minimum Annual Energy/Water Cost Savings \$ _____

ITEM 1: Number in Words _____

ITEM 2: Fixed Total Installation Cost of Energy/Water Conservation Measures \$ _____

ITEM 1: Number in Words _____

ITEM 3: Project Time, in number of consecutive days _____

ITEM 1: Number in Words _____

ALTERNATE 1 NAME

ITEM 1 Add θ _____ Delete θ _____ Number in dollars \$ _____

ITEM 1 Number in words _____

ITEM 2 Add θ _____ Delete θ _____ Number in dollars \$ _____

ITEM 2 Number in words _____

ITEM 3 Add θ _____ Delete θ _____ Number in years _____

ITEM 3 Number in words _____

ITEM 4 Add θ _____ Delete θ _____ Number in days _____

ITEM 4 Number in words _____

ALTERNATE 2 NAME

ITEM 1 Add θ _____ Delete θ _____ Number in dollars \$ _____

ITEM 1 Number in words _____

ITEM 2 Add θ _____ Delete θ _____ Number in dollars \$ _____

ITEM 2 Number in words _____

ITEM 3 Add θ _____ Delete θ _____ Number in years _____

ITEM 3 Number in words _____

ITEM 4 Add θ _____ Delete θ _____ Number in days _____

ITEM 4 Number in words _____

ALTERNATE 3 NAME

ITEM 1 Add θ _____ Delete θ _____ Number in dollars \$ _____

ITEM 1 Number in words _____

ITEM 2 Add θ _____ Delete θ _____ Number in dollars \$ _____

ITEM 2 Number in words _____

ITEM 3 Add θ _____ Delete θ _____ Number in years _____

ITEM 3 Number in words _____

ITEM 4 Add θ _____ Delete θ _____ Number in days _____

ITEM 4 Number in words _____

Upon failure to have all construction of the Work completed within the Contract Time, the Owner shall be entitled to retain or recover from the Contractor, as liquidated damages, and not as a penalty, the amounts set forth in the following table for each and every calendar day thereafter until Contract Completion. The Owner's right to recover liquidated damages shall not substitute for any right of recovery for additional costs incurred should the Contractor fail to complete the Contract according to the Contract Documents.

CONTRACTOR'S CERTIFICATION

The Contractor hereby acknowledges that the following representations in this RFP Proposal are material and not mere recitals:

1. Contractor has read and understands the Contract Documents and agrees to comply with all requirements of the Contract Documents, regardless of whether the Contractor has actual knowledge of the requirements and regardless of any statement or omission made by the Contractor which might indicate a contrary intention.
2. The Contractor represents that the RFP Proposal is based upon the Standards specified by the Contract Documents.
3. The Contractor has visited the Site, has become familiar with local conditions, and has correlated personal observations about the requirements of the Contract Documents. The Contractor has no outstanding questions regarding the interpretation of the Contract Documents.
4. The Contractor understands that the Contract is subject to all the provisions, duties, obligations, remedies and penalties of O.R.C. Chapter 4115, "Wages and Hours on Public Works," and that the Contractor shall pay any wage increase in the Project locality during the term of the Contract.

- 5. The Contractor agrees to comply with the Drug Free Workplace Act and the State's Drug Free Workplace Policy. The Contractor shall make a good faith effort to ensure that all the Contractor employees, while working on State property, shall not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.
- 6. The Contractor agrees to furnish any information requested by the Owner to evaluate the Contractor's responsibility.
- 7. The Contractor and each individual signing on the Contractor's behalf certifies, and in the case of a joint RFP Proposal, each party thereto certifies as to such party's organization, under penalty of perjury, that to the best of the undersigned's knowledge and belief:
 - 7.1 The RFP Proposal has been prepared independently without collusion, consultation, communication or agreement, for the purpose of restricting competition as to any matter relating to such RFP Proposal.
 - 7.2 Unless otherwise required by law, the costs which have been quoted in the RFP Proposal have not been knowingly disclosed by the Contractor and will not knowingly be disclosed by the Contractor prior to the RFP Proposal deadline, directly or indirectly, to any other Contractor that would have any interest in the RFP Proposal costs.
 - 7.3 No attempt has been made or will be made by the Contractor to induce any other individual, partnership or corporation to submit or not to submit an RFP Proposal for the purpose of restricting competition.
- 8. The Contractor understands and agrees that it may negotiate only the specific aspects of the RFP that the Owner, in its sole discretion, selects for negotiation. The Contractor certifies that it shall not attempt to negotiate the General Conditions of the Contract, Performance Contract, or Service Agreement, except as to those permitted modifications that may be proposed for the Service Scope of Work (Exhibit 1 of the Service Agreement).

	Contractor	Signature for Joint Venture
Authorized Signature	_____	_____
Printed Name	_____	_____
Title	_____	_____
Company Name	_____	_____
Mailing Address	_____	_____
City, State ZIP	_____	_____
Where incorporated	_____	_____
Federal Tax ID	_____	_____
Contact Person	_____	_____
Contact Phone Number	_____	_____
Contact Fax Number	_____	_____
Contact E-mail Address	_____	_____

UNIT PRICES

C LABOR

For additional work requested by the Owner which is not part of the Service Agreement, the Contractor and the Owner shall estimate and come to agreement on the time required of each tradesman to complete the task. The Contractor will then be paid based upon the agreed to hours. Payment will be at the prevailing wage rate as established by the State, then in effect, plus a percentage for overhead and profit (combined) as quoted hereafter.

%

D MATERIALS

For any materials provided for additional work, the reimbursement to the Contractor shall be a rate of materials cost (less any rebates or volume discounts) plus 10% for overhead and profit. Any expedited shipment or special handling shall be at cost. No other mark-ups will be allowed.

SERVICE AGREEMENT EXTENSION:

The Owner may, in its sole discretion, extend the Service Agreement beyond the 5-year term on a year by year basis for the duration of the period for the guaranteed operational and energy savings. This guarantee period could potentially run through [MM, DD, YYYY], depending on the chosen Energy Conservation Measures and schedule for the Performance Contract.

In the event the Owner extends the Service Agreement, the labor and material cost components associated with the 5 Year Base Proposal will be adjusted in accordance with the local CPI adjustment factors for labor and material based on the then current year factors as compared to year end [YYYY].

	Contractor	Signature for Joint Venture
Authorized Signature		
Printed Name		
Title		
Company Name		
Mailing Address		
City/State/ZIP		
Where Incorporated		
Federal Tax ID		
Contact person		
Telephone Number		
Fax Number		

Attachment 12 - Wage Rate Requirements

Ohio Department of Administrative Services
General Services Division
State Architect's Office • 4200 Surface Road • Columbus, Ohio 43228-1395

Ohio**DAS**
<http://ohio.gov/sao>
StateArchOff@das.state.oh.us
Phone 614.466.4761

**Project OSU-110670
Energy Conservation Measures
The Ohio State University
Columbus, Franklin County**

PREVAILING WAGE RATES

1.1 Payment of Prevailing Wage Rates

1.1.1 The Contractor shall pay the prevailing wage rates of the Project locality, as issued by the Ohio Department of Commerce, Wage and Hour Bureau to laborers and mechanics performing Work on the Project.

1.1.2 The Contractor shall comply with the provisions, duties, obligations, and is subject to the remedies and penalties of Ohio Revised Code ("O.R.C.") Chapter 4115.

1.1.3 If the Contractor or its Subcontractors fail to comply with O.R.C. Chapter 4115, the Contracting Authority may withhold payment pursuant to Article 9.6 of the General Conditions. The Contractor is liable for violations committed by the Contractor or its Subcontractors.

1.1.4 The Contractor shall submit all payroll reports in compliance with the requirements of paragraph 1.4 for all of the employees of the Contractor and of the Contractor's Subcontractors.

1.1.5 By executing a Contract, the Contractor certifies that it based its Bid upon the prevailing rates of wages as ascertained by the Ohio Department of Commerce, Wage and Hour Bureau for the Project as provided in O.R.C. Sections 4115.03 through 4115.14, which are inserted at the end of this Document.

1.2 Prevailing Wage Rate Revisions

1.2.1 The Contracting Authority shall, within 7 business days after receipt of a notice of a change in the prevailing wage rates, notify the Contractor of the change. The prevailing wage rates are available at the Ohio Department of Commerce's web site: <http://com.state.oh.us/>.

1.2.2 The Contractor shall pay any revised wage rates issued during the term of the Contract.

1.3 Payroll Schedule

1.3.1 Within 10 days of the date of the Notice to Proceed, the Contractor shall provide the Contracting Authority's Prevailing Wage Coordinator a schedule of dates during the term of the Contract on which wages shall be paid to employees for the Project.

1.4 Payroll Reports

1.4.1 The Contractor shall submit payroll reports with each Contractor Payment Request, which reports shall be certified by the Contractor that the payroll is correct and complete and the wage rates shown are not less than those required by the Contract. The Contractor is responsible for submitting all payroll reports of its Subcontractors.

1.4.1.1 Each payroll report shall indicate the period covered and include a list containing the name, address and social security number of each employee of the Contractor and its Subcontractors paid for the Work.

1.4.1.2 Each payroll report shall list the number of hours each employee worked each day on the Project during the reporting period, the total hours each week on the Project, the employee's hourly rate of pay, job classification, hourly rate of fringe benefits, and all deductions from wages and net pay.

1.4.1.3 Each payroll report shall list each fringe benefit and state if it is paid as cash to the employee or to a named plan.

1.4.1.4 The Contractor and its Subcontractors shall submit apprenticeship agreements for all apprentices utilized on the Project.

END OF DOCUMENT

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Attachment 13 - Contracting Definitions

Ohio Department of Administrative Services
General Services Division
State Architect's Office • 4200 Surface Road • Columbus, Ohio 43228-1395

Ohio**DAS**
<http://ohio.gov/sao>
StateArchOff@das.state.oh.us
Phone 614.466.4761

Actual Energy Savings	Actual cost savings attributable to the Energy Conservation Measures described in the Contract Documents, which are measured and/or calculated as specified in Exhibit 3 - Baseline Energy Consumption and Exhibit 1 - Service Scope of Work.
Acceptable Component	A component listed in the Specifications after the Basis of Design Component.
Addenda or Addendum	Written or graphic instrument issued prior to the Proposal Deadline which modifies or interprets the proposed Contract Documents by additions, deletions, clarifications, or corrections. Addenda become part of the Contract Documents when the Performance Contract Form is executed.
Allowance	A sum stipulated in the Contract Documents, which includes overhead and profit for a defined scope of the Work that may not be completely defined at the Proposal deadline.
Alternate	A change in the proposed Project scope, which may include but is not limited to alternate materials or methods of construction, and an amount stated on the Proposal to be added to or deducted from the base Proposal if the corresponding Alternate is incorporated into the Contract.
Alternative Dispute Resolution	A voluntary and non-binding process for the administrative review, consideration, and attempted settlement of a dispute, without resort to judicial process, including but not limited to partnering, negotiation, mediation, impartial fact-finding, dispute review board, and mini-trials, but shall not include arbitration.
Applicable Law	All federal, state, and local codes, statutes, ordinances, and regulations that apply to the performance of the Work on the Project.
As-Built Documents	Documents, including, but not limited to, Drawings, Addenda, Specifications, executed amendments, and other elements of the Contract Documents which the Contractor annotates and otherwise modifies to indicate changes made during the construction process, the location of concealed and buried items, and other information useful to the Owner throughout the life of the completed Project.
Basis of Design or BOD	A document that records the concepts, calculations, decisions, and product selections used to meet the Owner's Project Requirements and to satisfy applicable regulatory requirements, standards, and guidelines. The document includes both narrative descriptions and lists of individual items that support the design process.
Basis of Design Component	A component listed first in the Specifications.
Building Information Model or BIM	A digital representation of physical and functional characteristics of a facility; a shared knowledge resource for information about a facility forming a reliable basis for decisions during its life-cycle, which is defined as existing from earliest conception to demolition. The term BIM may be used as a <i>noun</i> to describe a single model or multiple models used in the aggregate. The term BIM may also be used as a <i>verb</i> in the context of Building Information

	Modeling or Management, the process of creating, maintaining, and querying the model.
Certification of Contract Completion	A form used to document that the Contractor's Work is complete, and the Contractor has complied with all conditions precedent to final payment and release of retainage. This form may also be used to document partial completion.
Certified Claim	A demand or assertion, initiated by written notice, certified by one of the parties to the Contract seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time, or other relief with respect to the terms of the Contract.
Claim Affidavit	A sworn document used in conjunction with filing a lien, which contains a claim on the funds that are due to the Contractor, in favor of a Person supplying labor, materials, or services for the value of labor, materials, or services supplied.
Commissioning Agent or CxA	The Person identified by the Contracting Authority who leads, plans, schedules, and coordinates the commissioning team to implement the Commissioning Process for the Project.
Commissioning Plan	A document that outlines the organization, schedule, allocation of resources, and documentation requirements of the Commissioning Process.
Commissioning Process	A quality-focused process for enhancing the delivery of a project. The process focuses on verifying and documenting that the facility and all of its systems are planned, designed, installed, tested, operated, and maintained to meet the Owner's Project Requirements.
Commissioning Report	A document that records the activities and results of the Commissioning Process. The Commissioning Report is developed from the final Commissioning Plan with its attached appendices.
Construction Progress Schedule	The critical path schedule for performance of the Contract; showing the time for completing the Work within the Contract Time; the planned sequence for performing the various components of the Work; the interrelationship between the activities of the Contractor, Subcontractors, Material Suppliers, the Engineer, the Contracting Authority, and the Owner; and the Contractors' resource and cost loading information; as periodically updated during the performance of the Work.
Consultant	The project engineer selected by The Ohio State University.
Contract	The state of legal obligation entered into by the State and the Contractor, whereby they have agreed to an exchange of certain acts, materials, equipment, and services for certain monetary consideration, under all terms and conditions specified in the Contract Documents, which shall remain in full force and effect until such time as all obligations under the Contract have been lawfully and completely discharged, or the Contract is terminated under other conditions specified in the Contract Documents.
Contract Completion	The schedule Milestone in the progress of any Phase when the Work is completed in accordance with the terms of the Contract Documents and Contractor has satisfied all of its other obligations under the Contract

Documents, including, but not limited to, (a) all governmental authorities have given final, written approval of the Work, (b) a final unconditional certificate of occupancy has been granted and issued to the Owner by the appropriate governmental authorities, (c) the Contractor's Work is 100 percent complete, and (d) all Punch List items have been completed or corrected, and (e) the Contractor has complied with conditions precedent to final payment and release of retained funds.

Contract Documents	Collectively, the documents that constitute the substance of the Contract including, but not limited to, the Request for Proposals, Drawings, Specifications, Addenda if any, General Conditions of the Contract, Wage Rates; and the executed Performance Contract, Service Agreement, Performance Bond, Guarantee Bond, and amendments if any.
Contract Form, Performance	The form furnished by the Contracting Authority that, when completed and signed by the Contractor and the Contracting Authority, and approved by the Attorney General, evidences entry into the Performance Contract.
Contract Sum	The amount stipulated in the Performance Contract Form that is the total amount payable to the Contractor for performance of the Work, including adjustments authorized by executed amendments.
Contract Time	The period stipulated in the Performance Contract Form for performance of the Work, in consecutive days, beginning and ending on the dates established by the Notice to Proceed, including adjustments authorized by executed amendments.
Contracting Authority	The Ohio State University.
Contractor	A Person, which is party to the Contract for the performance of Work on the Project in cooperation with Separate Contractors and Persons, and in accordance with the Contract Documents.
Contractor Payment Request	The form furnished by the Contracting Authority that is to be used by the Contractor in requesting payments and which, when signed by the Contractor, shall serve as an affidavit that payments requested are in proportion to the Work completed as shown on the Schedule of Values.
Contractor's Punch List	A document prepared by the Contractor that consists of a list of items of Work to be completed or corrected by the Contractor as a condition precedent to the Engineer issuing the Engineer's Punch List.
Coordination Drawings	Drawings and electronic files prepared by the Contractors to demonstrate how multiple-system and interdisciplinary work will be coordinated. Clash reports generated by BIM authoring software may be included in the Coordination Drawing submittals if applicable.
day	A calendar day of 24 hours measured from midnight to midnight, unless otherwise expressly specified to mean a business day.
Defective Work	Work that does not conform to the Contract Documents; or does not meet the requirements of any applicable statute, rule or regulation, inspection, reference standard, test or approval; or has been damaged prior to the Engineer's recommendation of final payment, unless responsibility for the protection thereof has been expressly assumed by the Owner; or that is not

	free from defects in workmanship, materials or equipment during the period of any warranty or guarantee.
Department	The Ohio Department of Administrative Services, the authorized contracting agent for public improvement Projects in accordance with Ohio Revised Code Chapters 123, 153, and 156 acting by and through the General Services Division, State Architect's Office.
Dispute Review Board	A form of Alternative Dispute Resolution that is typically comprised of three members, selected jointly by the Contractor and the Contracting Authority, to monitor the progress of construction and provide recommended resolutions to disputes that are brought before them.
Drawings	Graphic portions of the Contract Documents, showing the design, type of construction, location, dimension, and character of the Work to be provided by the Contractor, which generally includes plans, elevations, sections, details, schedules, diagrams, notes, and text.
Energy Conservation Measure or ECM	An installation or modification of an installation in, or a remodeling of, an existing building in order to reduce the Owner's energy consumption and operating costs.
energy savings summary	A report submitted by the Contractor to the Owner describing Actual Energy Savings achieved for each Energy Conservation Measure, including load adjustments due to weather, occupancy, or major equipment changes, as applicable.
Engineer	A permanent employee of the Contracting Authority, who is a licensed professional engineer under O.R.C. Chapter 4733, assigned to the Project and authorized to perform specific responsibilities.
Extra Materials	Materials required by the Contract Documents that are not incorporated into the Project but are given to the Owner to be used for future maintenance or repairs.
Final Acceptance	The Contracting Authority's acceptance of the Work performed by the Contractor after certification by the Engineer of Contract Completion.
Final Inspection	The final review of the Work of the Contractor by the Engineer to determine whether issuance of the Certificate of Contract Completion is appropriate.
furnish	Supply and deliver to the Site, or other specified location, ready for installation.
General Conditions	The State's Standard General Conditions for projects of the Contract currently in effect, which may be modified by the Department from time to time.
Guarantee Bond	A bond, letter of credit, or other instrument of security submitted by the Contractor, in a form approved by the Contracting Authority, to provide assurance that the Contractor will achieve the amount of the Guaranteed Savings specified in the Service Agreement.
Guaranteed Savings	Costs which the Contractor warrants and guarantees the Owner will avoid due to implementation of the Energy Conservation Measures set forth in the Contract Documents. The Guaranteed Savings are set forth in Schedule B of Exhibit 2 - Guaranteed Savings Schedule.

Hazardous Materials	Any material, substance, pollutant, or contaminant that is defined, regulated, referenced, or classified in the Comprehensive Environmental Response, Compensation and Liability Act, the Federal Water Pollution Control Act, the Resource Conservation and Recovery Act, the Clean Air Act, the Hazardous Materials Transportation Uniform Safety Act, the Toxic Substances Control Act, or any other Applicable Law relating to any hazardous, toxic, or dangerous waste, substance, or material. Any substance or material that, after release into the environment or upon exposure, ingestion, inhalation, or assimilation, either directly from the environment or directly by ingestion through food chains, will, or may reasonably be anticipated to, cause death, disease, behavior abnormalities, cancer or genetic abnormalities and specifically includes, but is not limited to, asbestos, polychlorinated biphenyls (“PCBs”), radioactive materials, including radon and naturally occurring radio nuclides, natural gas, natural gas liquids, liquefied natural gas, synthetic gas, oil, petroleum and petroleum-based derivatives and urea formaldehyde.
install	Put into use or place in final position, complete and ready for intended service or use.
Liquidated Damages	A sum established in the Contract Documents to be paid to the Owner due to the Contractor’s failure to complete the Work within the Contract Time, or any applicable portion of the work on or prior to any Milestone date stated on the Contract Form.
Material Supplier	A Person who furnishes materials or supplies on the Project.
mediation	A voluntary process in which a neutral third party meets with the parties who have a disagreement or dispute and attempts to facilitate a mutually satisfactory resolution.
Milestone	A significant date or event in the development of the Work identified in the Contract Documents and illustrated on the Construction Progress Schedule.
negotiation	A form of Alternative Dispute Resolution in which all parties involved are represented by those invested with the authority to agree to a determination of an adjustment in the Contract Sum, Contract Time, or both.
Notice of Commencement	A notice prepared by the Contracting Authority identifying the Project, the Contractors, the Surety for each Contractor, and the name of the Contracting Authority’s representative upon whom a Claim Affidavit may be served.
Notice of Intent to Award	A written notice provided by the Contracting Authority to the apparent successful Offeror stating that upon satisfactory compliance with all conditions precedent for execution of a Contract within the time specified, the Contracting Authority intends to execute a Contract with the Offeror.
Notice to Proceed	A written notice provided by the Contracting Authority authorizing the Contractor to proceed with the Work and establishing the dates for commencement and completion of the Work.
Offeror	A Person that submitted a Proposal.
Owner	[Insert the name of the facility owner]

Owner's Project Requirements or OPR	A written document that details the functional requirements of the Project and the expectations of how it will be used and operated. These include project goals, measureable performance criteria, cost considerations, benchmarks, success criteria, and supporting information.
Partial Occupancy	The condition that occurs when the Owner occupies or uses a portion of the Project prior to Contract Completion, temporary occupancy is approved by authorities having jurisdiction, and items of Work cannot be completed until a subsequent date.
Performance Bond	A performance and payment bond in the format specified by Ohio Revised Code Section 153.57 submitted by the Contractor to provide assurance that the Contractor will perform the Work of the Contract, including making required payments to Subcontractors and Materials Suppliers.
Performance Contract	That certain agreement by and between the Contracting Authority and the Contractor titled "Performance Contract".
partnering	A voluntary dispute prevention process involving team building activities to help define common goals, improve communication, and foster a problem solving attitude among a group of contracting parties that must work together throughout Contract performance to be less adversarial and more cooperative.
Person	An individual, corporation, business trust, estate, partnership, association, or other public or private entity.
Product Data	Manufacturer's standard illustrations, schedules, diagrams, performance charts, instructions, and brochures that illustrate physical appearance, size, and other characteristics of materials and equipment.
Project	A public improvement, of which the Work performed under the Contract Documents may be the whole or a part.
Proposal	A written offer to perform the Contract, submitted in response to the RFP, accompanied by other required documents.
provide	Furnish and install, complete and ready for intended use.
Punch List	A document listing items of Work requiring correction or completion by the Contractor as a condition precedent to Contract Completion.
Record Documents	Electronic files and printed documents of all nature prepared by the Contractor which incorporate the information shown on the Contractor's As-Built Documents. They consist of the "Record Drawings" and "Record Project Manual," the Certification of Contract Completion (as complete), Contractor's Warranty, Manufacturers' Warrantees, Certificate(s) of Occupancy, approved shop drawings and other action submittals, Field Work Orders, Proposal Requests, Requests for Interpretation, Addenda, Change Orders, Balancing Reports, and the final version of the approved Construction Progress Schedule.
Request for Change Order	A written notice from the Contractor accompanied by a Proposal for a change in the Work.
Request for Interpretation	A written request to the Engineer seeking an interpretation or clarification of the Contract Documents.

Request for Proposal or RFP	An invitation for Offerors to submit a Proposal for the Project.
Samples	Physical examples, color selection items, field samples, and mock-ups furnished by the Contractor to illustrate functional and aesthetic characteristics of products, materials, equipment, or workmanship and establish criteria by which the Work shall be judged.
Schedule of Values	A full, accurate, and detailed statement furnished by the Contractor reflecting a defined breakdown of the Contract Sum.
Service Agreement	That certain agreement by and between the Owner and the Contractor titled “Service Agreement”.
Shop Drawings	Drawings, diagrams, illustrations, and schedules specifically prepared for the Project provided by the Contractor, a Subcontractor, or a Material Supplier to illustrate some portion of the Work. Shop Drawings are not Contract Documents. Shop Drawings on equipment shall include a written statement from the manufacturer of the equipment certifying the equipment is in compliance with the Contract Documents.
Site	The location designated for the Project.
Specifications	Those portions of the Contract Documents consisting of detailed written administrative, procedural, and technical requirements, included in Divisions 01 through 49, for the construction of the Work, whether physically on the Drawings or bound in separate volumes, including identification of acceptable materials, methods, equipment, quality, and workmanship.
State	The state of Ohio, acting by and through the Ohio Department of Administrative Services, General Services Division, State Architect’s Office, on behalf of the Owner, which Department serves as the contracting agent as authorized by Ohio Revised Code Chapters 123, 153, and 156.
State Architect	The public official who exercises the duties and responsibilities of the position of the State Architect and who administers the State Architect’s Office.
State Architect’s Office or SAO	An office in the Ohio Department of Administrative Services which acts under the authority of the Director of Administrative Services to administer capital improvement Projects.
Subcontractor	A Person who undertakes to perform any part of the Work on the Project under a contract with a Contractor or with any Person other than the State, including all such Persons in any tier.
Substitution	An article, device, material, equipment, form of construction, or other item, proposed by a prospective Offeror prior to the Proposal Deadline and approved by the Contracting Authority by Addendum, for incorporation or use in the Work as being functionally and qualitatively equivalent to essential attributes of a Basis of Design or Acceptable Component specified in the proposed Contract Documents.
Surety	A Person or Persons providing a Performance Bond or a Guarantee Bond to the Contractor to indemnify the State against all direct and consequential damages suffered by failure of the Contractor to perform the Contract and to pay all lawful claims of Subcontractors, Material Suppliers and laborers, as

applicable, or of the Contractor to achieve the energy conservation savings stated in the Contractor’s Proposal.

Systems Manual

A system focused composite document that includes the operation manual, maintenance manual, and additional information of use to the Owner after they begin using the facility.

Work

The labor, materials, equipment, and services, individually or collectively which are required by the Contract Documents, to be performed or provided by the Contractor for the Project.

END OF DOCUMENT

Attachment 14a - Performance Contract Form

Ohio Department of Administrative Services
General Services Division
State Architect's Office • 4200 Surface Road • Columbus, Ohio 43228-1395

Ohio DAS
<http://ohio.gov/sao>
StateArchOff@das.state.oh.us
Phone 614.466.4761

**Project OSU-110670
Energy Conservation Measures
The Ohio State University
Columbus, Franklin County**

This Performance Contract, as evidenced by this Contract Form, made by and between:

[Contractor]

(the "Contractor") and The Ohio State University (the "Owner").

WHEREAS, pursuant to Ohio Revised Code ("O.R.C") Chapter 3345, the Owner may implement Energy Conservation Measures ("ECM") and Water Conservation Measures ("WCM") to significantly reduce the operating costs and energy and water consumption of its buildings; and

WHEREAS, in compliance with O.R.C. Chapter 3345, the Owner and the Contractor desire to enter into this Performance Contract for the installation and implementation of ECMs and WCMs in certain of the Owner's facilities; and

WHEREAS, in addition to this Performance Contract, the Owner and the Contractor desire to enter into a Service Agreement, whereby the Contractor shall agree to perform additional services upon the ECMs and WCMs and to guarantee certain energy savings therefrom; and

WHEREAS, capitalized terms used in this Performance Contract and not defined herein shall have the meanings ascribed to them in Schedule A, Exhibit 3 - Contracting Definitions.

WHEREAS, in addition to the terms and conditions contained herein, incorporated into this Performance Contract are the following Contract Documents:

Schedule A: Conditions of the Performance Contract
Exhibit 1: Scope of Work
Exhibit 2: Performance and Payment Bond Form
Exhibit 3: Contracting Definitions
Exhibit 4: General Conditions
Exhibit 5: Wage Rate Requirements
Exhibit 6: Construction Progress Schedule

Schedule B: Service Agreement
Exhibit 1: Service Scope of Work
Exhibit 2: Guaranteed Savings Schedule
Exhibit 3: Baseline Energy Consumption
Exhibit 4: Guarantee Bond Form

Schedule C: Request for Proposal
Exhibit 1: Owner's Request for Proposal ("RFP"), dated November 29, 2011
Exhibit 2: RFP Addendum Issued [Date]

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements set forth herein, the parties hereto agree as follows:

ARTICLE 1 - NATURE OF PERFORMANCE CONTRACT

1.1 The Contractor shall perform the entire Work described in the Contract Documents and reasonably inferable as necessary to produce the results intended by the Contract Documents for:

**Project OSU-110670
Energy Conservation Measures
The Ohio State University
Columbus, Franklin County**

1.2 The Contractor shall install identifiable Energy Conservation Measures, facility improvement measures, and operational efficiency improvements as delineated in the Contract Documents, including Schedule A, Exhibit 1 - Scope of Work, which will result in Guaranteed Savings.

1.3 After installation of the Energy Conservation Measures, facility improvement measures, and operational efficiency improvements delineated in the Contract Documents, the Contractor shall provide the services identified in the Service Agreement (Schedule B), which include services that are necessary to monitor, measure, and/or achieve the identified Guaranteed Savings.

1.4 The Owner shall provide the Contractor or other Persons reasonably necessary for the performance of the Work, with access to the Site which is reasonably necessary to effectuate the Work. Notwithstanding the foregoing, the Owner reserves the right to restrict and/or deny access to the facilities to any of such foregoing Persons if such restriction or denial is based upon the Owner’s reasonable safety and/or security concerns, and Owner reserves the right to require any such foregoing Persons to execute a waiver in order to access the facilities or any part thereof. The Owner may request criminal background checks on any Person being provided access to the Site by, or through, the Contractor.

1.5 By executing this Performance Contract, the Contractor represents that it has visited the Site, become familiar with the local conditions under which the Work is to be performed hereunder, and correlated these observations with the requirements of the Contract Documents. The Contractor shall immediately notify the Owner of any discrepancies between actual field conditions and the Contract Documents. Failure to visit the Site and examine existing conditions shall not relieve the Contractor from these requirements. The compensation set forth in Article 2 hereof shall not be increased, in any amount, because of local conditions not perceived by the Contractor, or because of the Contractor’s failure to visit and inspect the Site.

1.6 The Contractor shall perform the Work required hereunder and the State shall not hire, supervise, or pay any assistants to the Contractor in its performance under this Performance Contract. The State shall not be required to provide any training to the Contractor to enable it to perform the Work required by this Performance Contract.

1.7 The State retains the right to ensure that the Contractor’s Work under this Performance Contract is in conformity with the terms and conditions hereunder.

ARTICLE 2 - COMPENSATION

2.1 In order to finance the Project, the Contractor shall enter into a loan agreement with the Ohio Air Quality Development Authority (“OAQDA”) whereby the OAQDA will loan to the Contractor the proceeds from the issuance of its air quality revenue bonds as payment for the Contractor’s performance under this Contract. The loan funds will be escrowed and will be distributed in accordance with the payment process set forth in Section 2.3.

2.2 The Contractor agrees to repay the OAQDA loan in accordance with the loan agreement. However, the Contractor’s obligation to repay the loan shall be limited to, and payable solely from, the rental payments made by the Owner in accordance with the schedule set forth in a lease/purchase agreement entered into between the Contractor and the Owner.

2.3 In accordance with the terms and conditions of any lease/purchase agreement, the Owner agrees to pay the Contract Sum of \$[Amount] through the Owner to the OAQDA or its subsequent assignee as payment for the Contractor’s performance under this Performance Contract.

2.4 In order for the Contractor to be paid the proceeds of the loan by the OAQDA, the Contractor must submit a Contractor Payment Request to the Owner pursuant to Section 9.2 of the General Conditions. The Contractor Payment Request must include an application and certificate for payment as prescribed by the Owner. The application shall include a description of each ECM or WCM installed or implemented, scheduled value of the work performed, and percentage of completion for each ECM or WCM. Before any OAQDA funds will be released from escrow, the selected escrow agent must receive a fully executed Contractor Payment Request from the Owner. The Owner may withhold its approval of a Contractor Payment Request pursuant to the terms and conditions of Section 9.3 of the General Conditions or if the Contractor is in default of this Performance Contract. The Owner will promptly notify the Contractor, the selected escrow agent, the OAQDA and its subsequent assignee if any approval is withheld.

2.5 The Contractor will not seek any other funds from the Owner as payment for the installation of the Equipment or for any other Work completed under this Contract.

ARTICLE 3 - TIME OF PERFORMANCE

3.1 The Contractor shall diligently prosecute and complete all Work such that Final Acceptance occurs in [No. of Days] consecutive days, following the date of the Notice to Proceed, unless an extension of time is granted by the Owner in accordance with the Contract Documents. In the event that such an extension of time is granted, the schedule for commencement of the Guaranteed Savings period shall be adjusted accordingly. The period established in this paragraph is referred to as the Contract Time.

3.2 The Contractor shall perform and complete all Work under the Performance Contract within the established Contract Time, and each applicable portion of the Work must be completed upon its respective Milestone date, unless the Contractor timely requests, and the Owner grants, an extension of time in accordance with the Contract Documents. In the event that no such extension of time is granted, no adjustments shall be made to the schedule for commencement of the Guaranteed Savings period.

3.3 The Contractor’s failure to complete all Work within the period of time specified, or failure to have the applicable portion of the Work completed upon any Milestone date, shall entitle the Owner to retain or recover from the Contractor, as Liquidated Damages, the applicable amount set forth in the following table for each and every calendar day thereafter until Contract Completion or the date of completion of the applicable portion of the Work, unless the Contractor timely requests, and the Owner grants, an extension of time in accordance with these Contract Documents. The Liquidated Damages amount is applicable to Milestone dates only when so stated in this Contract Form.

LIQUIDATED DAMAGES SCHEDULE

<u>Contract Sum</u>	<u>Amount per day</u>
Less than \$50,000	\$150
From \$50,000.01 to \$150,000.....	\$250
From \$150,000.01 to \$500,000.....	\$500
From \$500,000.01 to \$2,000,000.....	\$1,000
From \$2,000,000.01 to \$5,000,000.....	\$2,000
From \$5,000,000.01 to \$10,000,000.....	\$2,500
More than \$10,000,000	\$3,000

3.4 The Owner's right to recover the Liquidated Damages amount does not preclude any right of recovery for actual damages.

ARTICLE 4 – BONDS

4.1 Throughout the Contract Time, the Contractor shall provide a Performance Bond.

4.2 Pursuant to Schedule B, the Contractor warrants and guarantees to the Owner that the facilities shall realize the Guaranteed Savings. In order to ensure payment of any savings shortfall as provided in Schedule B, the Contractor shall provide, throughout the Contract Time, a Guarantee Bond or assurances acceptable to the Owner, in its sole discretion, that a Guarantee Bond will be made available at the commencement of the Service Agreement.

4.3 The Contractor's failure to maintain either a Guarantee Bond or assurances acceptable to the Owner as set forth in Section 4.2, and a Performance Bond during the Contract Time shall be considered a default under this Performance Contract.

ARTICLE 5 - CONTRACT DOCUMENTS

5.1 The Contract Documents embody the entire understanding of the parties and form the basis of the Contract between the Owner and the Contractor.

5.2 The Contract and any modifications, amendments, or alterations thereto shall be governed, construed, and enforced by and under the laws of the State of Ohio.

5.3 If any term or provision of the Contract, or the application thereof to any Person or circumstance, is finally determined to be invalid or unenforceable by a court of competent jurisdiction, the remainder of the Contract or the application of such term or provision to other Persons or circumstances shall not be affected thereby, and each term and provision of the Contract shall be valid and enforced to the fullest extent permitted by law.

5.4 The Contract shall be binding on the Contractor and Owner, their successors and assigns, in respect to all respective covenants and obligations contained in the Contract Documents, but the Contractor may not assign the Contract without the prior written consent of the Owner.

5.5 The Contract shall not be modified, amended or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the parties hereto.

5.6 A waiver by any party of any breach or default by the other party under this Contract shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default hereunder.

5.7 If there is a conflict between this Performance Contract and any of the Contract Documents incorporated herein, the following shall be the order of control:

1. This Performance Contract
2. Schedule A: General Conditions
3. Schedule C: Request for Proposal
4. Schedule B: Service Agreement

ARTICLE 6 - EFFECTIVENESS

6.1 It is expressly understood by the Contractor that none of the rights, duties, and obligations described in the Contract Documents shall be valid and enforceable unless the Director of the Office of Budget and Management

first certifies that there is a balance in the Owner's appropriation not already encumbered to pay existing obligations.

6.2 The Contract shall become binding and effective upon execution by the Owner and approval by the Attorney General.

6.3 This Performance Contract has been executed in several counterparts, each of which shall constitute a complete original Performance Contract, which may be introduced in evidence or used for any other purpose without production of any other counterparts.

6.4 Any signatory hereto may deliver a copy of its counterpart signature page to this Performance Contract via fax or e-mail. Each signatory hereto shall be entitled to rely upon a signature of any other signatory delivered in such a manner as if such signature were an original.

ARTICLE 7 - REPRESENTATIONS

7.1 The Contractor represents and warrants that it is not subject to an unresolved finding for recovery under Ohio Revised Code (“O.R.C.”) Section 9.24. If this representation and warranty is found to be false, the Contract is void, and the Contractor shall immediately repay to the Owner any funds paid under this Contract.

7.2 The Contractor hereby certifies that neither the Contractor nor any of the Contractor’s partners, officers, directors, shareholders nor the spouses of any such person have made contributions in excess of the limitations specified in O.R.C. Section 3517.13.

7.3 The Contractor, by signature on this document, certifies that it has reviewed and understands the Ohio ethics and conflict of interest laws and will take no action inconsistent with those laws.

7.4 The Contractor certifies that it is currently in compliance and will continue to adhere to the requirements of Ohio ethics laws.

7.5 In accordance with Executive Order 2011-12K, the Contractor hereby certifies, by its signature on this Contract Form, that it: (1) has reviewed and understands the Executive Order, (2) shall abide by those requirements in the performance of this Contract, (3) shall perform no services required under this Contract outside of the United States, (4) shall immediately notify the State of any change or shift in the location of services performed by the Contractor or its Subcontractors under this Contract, and (5) no services shall be changed or shifted to one or more locations that are outside of the United States. Further requirements related to offshore services are stipulated in paragraph 1.12 of the General Conditions.

7.6 The Contractor represents and warrants that it has not provided any material assistance, as that term is defined in O.R.C. Section 2909.33(C), to an organization that is identified by, and included on, the United States Department of State Terrorist Exclusion List and that it has truthfully answered “no” to every question on the “Declaration Regarding Material Assistance/Non-assistance to a Terrorist Organization (“DMA”).” The Contractor further represents and warrants that it has either (1) registered with the Ohio Business Gateway (“OBG”) to file for DMA pre-certification or (2) has provided or shall provide its DMA to the Owner prior to execution of this Contract Form. If these representations and warranties are found to be false, the Contract is void and the Contractor shall immediately repay to the Owner any funds paid under this Contract.

SIGNATURE PAGE

Project OSU-110670
Energy Conservation Measures
The Ohio State University
Columbus, Franklin County

IN WITNESS WHEREOF, the parties hereto have executed this Performance Contract.

CONTRACTOR

Date _____ By: _____
(Authorized Signature)

(Print or Type Contractor Name)

(Print or Type Signatory Name)

(Print or Type Signatory Title)

OWNER
The Ohio State University

Date _____ By: _____
Jay Kasey, Senior Vice President
Office of Administration & Planning

Date _____ By: _____
Geoffrey S. Chatas, Senior Vice President and Chief
Financial Officer, Office of Business & Finance

OHIO ATTORNEY GENERAL
Approved as to Form

Date _____ By: _____
Assistant Attorney General

END OF DOCUMENT

Attachment 14b – Performance and Payment Bond Form

Ohio Department of Administrative Services
General Services Division
State Architect's Office • 4200 Surface Road • Columbus, Ohio 43228-1395

OhioDAS
<http://ohio.gov/sao>
StateArchOff@das.state.oh.us
Phone 614.466.4761

**Project OSU-110670
Energy Conservation Measures
The Ohio State University
Columbus, Franklin County**

(Form of Bond prescribed by Ohio Revised Code Section 153.57 - Not to be used as Bid Guaranty)

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned

_____, as Principal,
at _____ (Address)
and _____ as Surety, are hereby held
and firmly bound unto the State of Ohio, as Obligee, in the penal sum of _____ dollars,
for the payment of which well and truly to be made, we jointly and severally bind ourselves, our heirs, executors,
administrators, successors, and assigns to undertake the Project known as:

Project Number: _____

Project Name: _____

Contract Description: _____
(e.g., General Trades, Plumbing, HVAC, Electrical)

SIGNED AND SEALED this _____ day of _____, _____.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above-named
Principal did on the _____ day of _____, _____, enter into a Contract with the
State of Ohio, which said Contract is made a part of this Bond the same as though set forth herein;

NOW, THEREFORE, if the above-named Principal shall well and faithfully do and perform the things
agreed by the Obligee to be done and performed according to the terms of said Contract; and shall pay all lawful
claims of Subcontractors, Material Suppliers, and laborers, for labor performed and materials furnished in the
carrying forward, performing, or completing of said Contract; we agreeing and assenting that this undertaking
shall be for the benefit of any Subcontractor, Material Supplier or laborer having a just claim as well as for the
Obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being
expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event
exceed the penal amount of this obligation as herein stated.

THE SAID Surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the
terms of said Contract or in or to the Plans and Specifications therefore shall in any way affect the obligations of
said Surety on its bond, and it does hereby waive notice of any such modifications, omissions or additions in or to
the terms of the Contract, the Work or the Contract Documents, including without limitation the Plans and
Specifications.

PRINCIPAL:

x _____

By: _____

Title: _____

SURETY:

x _____

By: _____
Attorney-in-Fact

SURETY INFORMATION:

Street

City State Zip

Telephone Number

SURETY AGENT'S INFORMATION:

Agency Name

Street

City State Zip

Telephone Number

END OF DOCUMENT

Attachment 15a - Service Agreement

Ohio Department of Administrative Services
General Services Division
State Architect's Office • 4200 Surface Road • Columbus, Ohio 43228-1395

OhioDAS
<http://ohio.gov/sao>
StateArchOff@das.state.oh.us
Phone 614.466.4761

**Project OSU-110670
Energy Conservation Measures
The Ohio State University
Columbus, Franklin County**

ECM AND ENERGY SAVINGS GUARANTEE REQUIREMENTS

This Service Agreement (this "Service Agreement" or this "Agreement") is made by and between:

[Contractor]

(the "Contractor") and The Ohio State University (the "Owner").

WHEREAS, pursuant to Ohio Revised Code ("O.R.C") Chapter 3345, the Owner may implement Energy Conservation Measures ("ECM or WCM") and Water Conservation Measures ("WCM") to significantly reduce the operating costs and energy and water consumption of its buildings; and

WHEREAS, in compliance with O.R.C. Chapter 3345, the Contractor and the Owner executed a Performance Contract dated [Date] ("Performance Contract") for the installation and implementation of ECMs and WCMs in certain of the Owner's facilities; and

WHEREAS, in addition to the Performance Contract, the Owner and the Contractor desire to enter into this Service Agreement, whereby the Contractor shall agree to perform additional services upon the ECM and WCMs and to guarantee certain energy savings therefrom; and

WHEREAS, in addition to the terms and conditions contained herein, incorporated into this Service Agreement are the following Exhibits:

- Exhibit 1: Service Scope of Work
- Exhibit 2: Guaranteed Savings Schedule
- Exhibit 3: Baseline Energy Consumption
- Exhibit 4: Guarantee Bond Form

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements set forth herein, the parties hereto agree as follows:

ARTICLE 1: NATURE OF SERVICE AGREEMENT

- 1.1 This Service Agreement incorporates the Performance Contract and all Schedules and Exhibits thereto as if fully rewritten herein.
 - 1.1.1 If there is a conflict between this Service Agreement and the Performance Contract, the Performance Contract shall control.
 - 1.1.2 If any part of the General Conditions is contrary to, prohibited by, or invalid under this Agreement, that provision shall be inapplicable and deemed omitted to the extent so contrary, and the remainder of the General Conditions shall be given full force and effect.
 - 1.1.3 Capitalized terms used in this Contract and not defined hereon shall have the meaning ascribed to them in the Performance Contract, including Schedule A, Exhibit 3 - Contracting Definitions thereto.

- 1.2 The Owner enters into this Service Agreement in reliance upon the Contractor's representations that it has the necessary expertise and experience to perform its obligations hereunder, and the Contractor warrants that it does possess the necessary expertise and experience. The Owner further enters this Service Agreement in reliance upon the Contractor's representations that the work included herein is necessary for the Contractor to guarantee the savings set forth in Exhibit 2, and Contractor therefore waives any rights to setoff of the guaranteed savings based on work performed by the Contractor's own forces.
- 1.3 By executing this Service Agreement, the Contractor represents that it has visited the Site, become familiar with the local conditions under which the Work is to be performed hereunder, and correlated these observations with the requirements of the Contract Documents. The Contractor shall immediately notify the Owner of any discrepancies between actual field conditions and the Contract Documents.
- 1.3.1 Failure to visit the Site and examine existing conditions shall not relieve the Contractor from these requirements. The compensation set forth in Exhibit 1, Service Scope of Work, shall not be increased, in any amount, because of local conditions not perceived by the Contractor, or because of the Contractor's failure to visit and inspect the Site.
- 1.4 The Contractor shall perform the Work required hereunder and the Owner shall not hire, supervise, or pay any assistants to the Contractor in its performance under this Service Agreement. The Owner shall not be required to provide any training to the Contractor to enable it to perform the Work required by this Service Agreement.
- 1.5 The Owner retains the right to ensure that the Contractor's Work under this Service Agreement is in conformity with the terms and conditions hereunder.

ARTICLE 2: RELATIONSHIP OF PARTIES

- 2.1 During the term of this Service Agreement, the Contractor shall be engaged by the Owner solely on an independent contractor basis, and the Contractor shall therefore be responsible for all the Contractor's business expenses, including, but not limited to, employees' wages and salaries, insurance of every type and description, and all business and personal taxes, including income and Social Security taxes and contributions for Workers' Compensation and Unemployment Compensation coverage, if any.
- 2.2 It is fully understood and agreed that the Contractor is an independent contractor and neither the Contractor nor its personnel shall at any time, or for any purpose, be considered as agents, servants, or employees of the Owner or the State.
- 2.3 While the Contractor shall be required to perform the Work described hereunder for the Owner during the term of this Service Agreement, nothing herein shall be construed to imply, by reason of the Contractor's engagement hereunder on an independent contractor basis, that the Owner shall have or may exercise any right of control over the Contractor with regard to the manner or method of the Contractor's performance of Work hereunder.
- 2.4 Except as expressly provided herein, neither party shall have the right to bind or obligate the other party in any manner without the other party's prior written consent.
- 2.5 The Contractor agrees to comply with all Applicable Law in the performance of the Work hereunder.

ARTICLE 3: THE OWNER

- 3.1 During the term of this Service Agreement, the Owner shall furnish, or authorize its energy suppliers to furnish, to the Contractor, upon its reasonable written request, the Owner's pertinent and complete records concerning energy and water consumption and related maintenance for the Site.

- 3.2 The Owner shall notify the Contractor, or its designated Subcontractor, within two business days after the Owner's actual knowledge of:
- 3.2.1 Malfunction in the operation of an ECM or WCM or any preexisting energy-related equipment that the Owner reasonably determines might materially impact the Guaranteed Savings;
 - 3.2.2 Interruption or alteration to the energy supply to the Site that the Owner reasonably determines might materially impact the Guaranteed Savings;
 - 3.2.3 Alteration or modification in any energy-related equipment or its operation that the Owner reasonably determines might materially impact the Guaranteed Savings; or
 - 3.2.4 An emergency condition affecting the ECM or WCM that the Owner reasonably determines might materially impact the Guaranteed Savings.
- 3.3 The Owner shall adhere to, follow, and implement manufacturer, dealer, and supplier recommendations commensurate with the manufacturer, dealer, or supplier warranties that were assigned to the Owner under the Performance Contract. The Owner shall adhere to, follow, and implement the energy conservation procedures and methods of operation set forth in Exhibit 1, Service Scope of Work, including upon the occurrence of one of the events listed in paragraph 3.-2 above.
- 3.4 The Owner is exempt from federal, state, and municipal sales and excise taxes. The compensation included in Exhibit 1, Service Scope of Work, shall be net and shall not include the amount of any such tax. The Owner shall provide exemption certificates to the Contractor upon request.

ARTICLE 4: THE CONTRACTOR

- 4.1 The Contractor shall timely and diligently perform all Work provided in Exhibit 1, Service Scope of Work to the satisfaction of the Owner.
- 4.2 In performing the Work described in Exhibit 1, Service Scope of Work, the Contractor shall:
- 4.2.1 Comply with all Applicable Law.
 - 4.2.2 Supervise and direct the Work, using the Contractor's best skill and attention.
 - 4.2.3 Be solely responsible for all means, methods, techniques, sequences and procedures and for coordinating all portions of the Work.
 - 4.2.4 Employ only skilled and reliable workers and shall not employ on the Work any unfit person or anyone not skilled in the task assigned to them.
 - 4.2.5 At all times enforce strict discipline and good order among its workers. The Owner may order the discontinuance of the services of any worker employed on the Work who does not, in the Owner's sole opinion, possess satisfactory skill and qualification or is otherwise objectionable.
 - 4.2.6 Work collaboratively with the Owner's administrative, academic, and maintenance staff to avoid labor related and other types of disputes.
 - 4.2.7 Agree that all Persons working for or on behalf of the Contractor whose duties bring them upon the Owner's premises shall obey the rules and regulations that are established by the Owner including, but not limited to, those dealing with harassment.
 - 4.2.8 Be solely responsible for the acts of its employees and agents while on the Owner's premises.
 - 4.2.9 Maintain sole responsibility for any Hazardous Material the Contractor may bring to the Site.

- 4.2.10 Within 1 day, respond to notice given by the Owner under paragraph 3.2 herein and promptly thereafter proceed with corrective measures and/or cooperate with the Owner with respect to any emergency corrective measures already commenced.
- 4.2.11 Unless otherwise specifically noted in Exhibit 1, Service Scope of Work, provide and pay for all labor, materials, equipment, tools and machinery, transportation and other facilities and services necessary for the proper execution and completion of the Work.
- 4.2.12 Follow all standards and instructions provided by the manufacturers of equipment and material used in the performance of the Work, to ensure that the terms and conditions of all applicable manufacturer, dealer, or supplier warranties are complied with.
- 4.2.13 Guarantee all of the Work, including any Work performed by Subcontractors, for a period of one year after the date of service. Neither payment, nor any provision in the Contract Documents, nor partial or entire use of the related premises by the Owner shall constitute acceptance of the Work not done in accordance with the Contract Documents, nor shall it relieve the Contractor of liability in respect to any express warranties or responsibility for fault in material or quality of Work.
- 4.2.14 Prior to any Subcontractor performing any Work under this Service Agreement, submit the Subcontractor's name and qualifications to the Owner for approval. Upon written approval issued by the Owner to the Contractor, the Subcontractor may commence such Work.
- 4.2.15 Immediately notify the Owner in the event that, for any reason, equipment must be shut down for an extended period. The Contractor shall report the measures being taken to mitigate the impact to the Owner and the amount of time required to return the equipment to service.
- 4.3 The Contractor hereby warrants and represents that the Contractor is financially solvent, able to pay its debts as they mature, and in possession of sufficient working capital to perform its obligations under this Service Agreement.

ARTICLE 5: TIME OF PERFORMANCE

- 5.1 The Work as stated in Exhibit 1, Service Scope of Work, shall be commenced on [MM/DD/YYYY] and concluded on June 30, [Insert Final Year of Current Biennium]. This period shall be the "Initial Term" of this Service Agreement.
- 5.2 The Owner may, in its sole discretion, renew this Service Agreement for [Insert Contract Term] additional terms of 2 years each ("Renewal Term(s)"), aligned with the corresponding biennium, on the same terms and conditions as set forth herein. The Owner may exercise its Renewal Terms by giving written notice to the Contractor prior to expiration of the then-current term.
- 5.2.1 Any reference in this Service Agreement to "term of this Service Agreement" shall include the Initial Term and any Renewal Terms.
- 5.3 The term of this Service Agreement shall be completed no later than ten (10) years and three (3) months from the date that the Owner executes the Final Certification of Contract Completion.
- 5.4 It is expressly agreed by the parties that none of the rights, duties, and obligations herein shall be binding on either party if award of this Service Agreement would be contrary to the terms of O.R.C. Section 3517.13, O.R.C. Section 127.16, or O.R.C. Chapter 102.

ARTICLE 6: COMPENSATION

- 6.1 The Owner shall pay the Contractor, for Work performed under this Service Agreement, in accordance with Exhibit 1, Service Scope of Work.

- 6.2 The Contractor shall not be reimbursed for travel, lodging, or any other expenses incurred in the performance of this Service Agreement.
- 6.3 The Contractor shall submit an invoice for the Work performed consistent with paragraph 6.1, and each invoice shall contain a description of the Work performed and total hours worked. Upon receipt and approval of the invoice by the Owner, a voucher for payment shall be processed.
- 6.3.1 The Owner may, in its sole discretion, decline to approve an invoice and may withhold payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Owner's sole opinion:
- 6.3.1.1 The Work has not been completed in accordance with Exhibit 1, Service Scope of Work;
- 6.3.1.2 Defective Work has not been remedied;
- 6.3.1.3 The Contractor fails to perform any provision of this Service Agreement;
- 6.3.1.4 Third Party claims have been filed or there is reasonable evidence indicating the filing of such claims; or
- 6.3.1.5 The Contractor has not made proper payments to Subcontractors.
- 6.3.1.6 The Contractor has failed to report as required by paragraph 24.1.
- 6.3.2 When the grounds listed in paragraph 6.3.1 above are removed, payments shall be made for the amount withheld, in accordance with this Article 6, Compensation.
- 6.4 The Contractor shall make prompt payment to all Persons and Subcontractors providing any Work required by Exhibit 1, Service Scope of Work.
- 6.5 If, at any time, there should be evidence of any lien or claim for which, if established, the Owner may become liable and which is chargeable to the Contractor, the Owner shall cause to be retained an amount equal to the lien or claim from subsequent payments due to the Contractor for the purpose of securing such lien or claim.
- 6.5.1 Should there prove to be any such lien or claim after payments are made, the Contractor shall promptly refund to the Owner a sum of money equal to the sum of all monies that the Owner may be compelled to pay in discharging any lien or claim on the premises made obligatory by the Contractor's default.
- 6.6 In the event that the Owner incurs out-of-pocket costs for time and materials in connection with emergency attention to a malfunction in the operation of an ECM or WCM, provided the Owner complies with the terms of paragraph 3.2 hereof, Contractor shall reimburse the Owner for such costs promptly upon request therefor. In the Owner's sole discretion, the Owner may offset against any sums due hereunder any such costs billed but not yet paid by the Contractor.
- 6.7 It is expressly understood and agreed by the parties that none of the rights, duties, or obligations described in this Service Agreement shall be binding on either party until all relevant statutory provisions of the Ohio Revised Code, including, but not limited to, O.R.C. Section 126.07, have been complied with, and until such time as all necessary funds are available or encumbered and, when required, such expenditure of funds is approved by the Controlling Board of the State.

ARTICLE 7: GUARANTEED SAVINGS AND RECONCILIATION

- 7.1 The Contractor hereby warrants and guarantees that the Owner shall achieve the Guaranteed Savings.

- 7.2 The Contractor shall submit an energy savings summary to the Owner on an annual basis, beginning fifteen (15) months from the issuance of the Certification of Contract Completion, and continuing every twelve (12) months until the end of this Service Agreement.
- 7.2.1 The summary shall include and reflect load adjustments due to weather, occupancy, or major equipment changes, if applicable.
- 7.2.2 The summary shall account for the impact of the occurrence of any and all of the factors set forth in paragraph 3.2 above, as applicable. The Owner shall receive credit due for malfunction of an ECM or WCM, Defective Work or any other discrepancy between Actual Energy Savings and Guaranteed Savings that is attributable to the Contractor.
- 7.3 Reconciliation of the Guaranteed Savings shall commence upon the issuance of the Final Certification of Contract Completion.
- 7.4 The Actual Energy Savings shall be measured and/or calculated as specified in Exhibit 3, Baseline Energy Consumption, and Exhibit 1, Service Scope of Work. The Contractor shall provide an explanation and supplemental documentation of Actual Energy Savings upon request by the Owner. The Contractor shall work cooperatively with the Owner to reconcile the Actual Energy Savings and the Guaranteed Savings.
- 7.5 If the Actual Energy Savings in any year of the Contract according to the agreed upon Energy Savings Summary are less than the Guaranteed Savings for that year, the Contractor shall, in the Owner's sole discretion, pay or credit the Owner the difference, as follows:
- 7.5.1 Within 30 days of the Owner's request, the Contractor shall submit payment to the Owner for the amount of the difference; or
- 7.5.2 The Owner may carry the negative balance forward to be included in the following year's reconciliation.
- 7.5.3 The Contractor and the Owner may agree upon further remedial work on the existing ECM or WCMs at no cost to the Owner to meet a potential savings shortfall for the subsequent guarantee year.
- 7.5.4 The Owner may elect to use a combination of the methods set forth in 7.5.1, 7.5.2, and/or 7.5.3.
- 7.6 Any disputes between the Owner and the Contractor regarding reconciliation and reimbursement for savings shortfalls shall be resolved under Article 8 of the General Conditions (Schedule A-Exhibit 4 of the Performance Contract).

ARTICLE 8: GUARANTEE BOND

- 8.1 As a condition precedent to execution of this Service Agreement, the Contractor must file a Guarantee Bond payable to the Owner. The Guarantee Bond shall serve as assurance that the Actual Energy Savings will meet or exceed the Guaranteed Savings Schedule set forth on Exhibit 2 hereto.
- 8.1.1 The initial Guarantee Bond shall be a three-year bond in the total amount of the first three (3) years of Guaranteed Savings. The amount of the bond shall decrease for the second and third years on a pro rata basis.
- 8.1.2 The Guarantee Bond must be signed by an authorized agent, with a Power of Attorney, from a Surety authorized by the Department of Insurance to transact business in the State of Ohio.
- 8.2 If the Contractor cannot reimburse the Owner for savings shortfalls, because of bankruptcy or for any

other reason, the Owner shall collect on the Contractor's Guarantee Bond. If the Owner is unable to collect on the Guarantee Bond, the Owner shall collect the remaining amount of Guaranteed Savings directly from the Contractor. If the Contractor is in bankruptcy, the Owner shall be a creditor in any bankruptcy proceedings for the remaining amount of the Guaranteed Savings.

- 8.3 The Contractor's failure to maintain a Guarantee Bond when required by the Owner during the term of this Service Agreement shall be considered a default under this Service Agreement.

ARTICLE 9: ECM OR WCM MODIFICATION, ALTERATION, OR UPGRADING

- 9.1 During the term of this Service Agreement, the Owner shall not, without the Contractor's prior written approval, which approval shall not be unreasonably withheld, affix or install any accessory, equipment, or device on any of the ECM or WCMs if such addition will materially adversely affect the Actual Energy Savings or materially impair the originally intended function or use of the ECM or WCM.
- 9.2 During the term of this Service Agreement, the Owner shall not, without the Contractor's prior written approval, which approval shall not be unreasonably withheld, move, remove, modify, alter, or change the ECM or WCM or any part thereof in any way that would materially adversely affect the Actual Energy Savings.
- 9.2.1 Notwithstanding paragraphs 9.1 and 9.2 above, the Owner may take reasonably necessary action to protect the ECM or WCM and/or its surrounding property if, because of an emergency, it is not possible or reasonable to notify the Contractor before taking such action.
- 9.2.2 In the event of such emergency, the Owner shall take reasonable steps to protect the ECM or WCM from damage or harm and shall provide the Contractor with any notice required by paragraph 3.2 hereof.
- 9.3 During the term of this Service Agreement, the Contractor may, with the Owner's prior written approval, change the ECM or WCM, revise any procedures for the operation of the ECM or WCM, or implement other minor energy saving actions on the Site, provided that:
- 9.3.1 The Contractor complies with this Service Agreement and the Performance Contract;
- 9.3.2 Such modifications, additions to, or replacement of the ECM or WCM, and any operational changes or new procedures, are reasonably necessary to enable the Contractor to achieve the Guaranteed Savings;
- 9.3.3 There is no resulting decrease to the Guaranteed Savings; and
- 9.3.4 Any cost incurred relative to such modifications, additions, or replacement of the ECM or WCM, or operational changes or new procedures shall be the Contractor's sole responsibility.
- 9.4 All modifications, additions, or alterations made to the ECM or WCM under this Article 9, ECM or WCM Modification, Alteration, or Upgrading, shall become part of the ECM or WCM described in the Contract.

ARTICLE 10: PROJECT PHASES

- 10.1 In the event the Owner decides to enter into a subsequent phase of energy conservation projects during the term of this Service Agreement, the Contractor shall assist the Owner and any relevant third parties in separating and accounting for the Guaranteed Savings that are directly attributable to the Contractor and the work performed under this Service Agreement and the related Performance Contract. The Contractor shall work cooperatively with other Contractors' administrative, construction, and maintenance staff to avoid labor related and other types of disputes.

ARTICLE 11: OWNER DEFAULT

- 11.1 The following events shall constitute “Owner Default” under this Service Agreement:
- 11.1.1 Without 30 days prior notification of, and agreement by, the Contractor, changes are implemented by the Owner in the use, structure, or operating conditions of the Site, which changes significantly and detrimentally affect the ECM or WCM.
 - 11.1.2 Additions, deletions, or material alterations of equipment by the Owner, without the Contractor’s prior written approval as required under Article 9, ECM or WCM Modification, Alteration, or Upgrading.
 - 11.1.3 The Owner’s material failure to perform or comply with the terms of this Service Agreement, provided that such failure continues for 60 days after notice to the Owner demanding that such failure be cured; or if cure cannot be effected in such 60 days, the Owner shall be deemed to have cured the failure upon commencement of a cure within such 60 days and diligent subsequent completion thereof.

ARTICLE 12: TERMINATION

- 12.1 The Owner may, at any time prior to the completion of the Work described in Exhibit 1, Service Scope of Work, suspend or terminate this Service Agreement with or without cause by giving written notice to the Contractor.
- 12.1.1 The Owner shall have terminated this Service Agreement “with cause” if the Owner terminates this Service Agreement because the Contractor:
 - 12.1.1.1 Fails to prosecute the Work hereunder with the necessary force or in a timely manner;
 - 12.1.1.2 Refuses to remedy Defective Work, whether such Work was performed pursuant to the Performance Contract or this Service Agreement;
 - 12.1.1.3 Fails to perform any provision of this Service Agreement;
 - 12.1.1.4 Fails to supply enough properly skilled workers or proper materials;
 - 12.1.1.5 Fails to properly make payment to Subcontractors or Material Suppliers;
 - 12.1.1.6 Disregards Applicable Law or orders of a public authority with jurisdiction over the Project;
 - 12.1.1.7 During the term of any guaranty applicable pursuant to the Performance Contract or this Service Agreement, fails to comply with the terms of such guaranty; or
 - 12.1.1.8 Repeatedly fails to report to the Owner’s security forces as required by paragraph 24.1.
 - 12.1.2 If the Owner terminates this Service Agreement for reasons other than those listed in paragraph 12.1.1, such termination shall be termination “without cause” under paragraph 12.7.1.
- 12.2 The Contractor, upon receipt of notice of suspension or termination, shall cease Work on the suspended or terminated activities under this Service Agreement, suspend or terminate all subcontracts relating to the suspended or terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and, if requested by the Owner, furnish a report, as of the date of receipt of notice of suspension or termination, describing the status of all Work under this Service Agreement, including, without limitation, results, conclusions resulting therefrom, and any other matters the Owner requires.

- 12.3 The Contractor shall be paid for services rendered up to the date the Contractor received notice of suspension or termination, less any payments previously made, provided the Contractor has supported such payments with detailed factual data containing services performed and hours worked. In the event of suspension or termination, any payments made by the Owner for which the Contractor has not rendered services shall be promptly refunded.
- 12.4 In the event this Service Agreement is terminated prior to its completion, the Contractor, upon payment as specified, shall deliver to the Owner all work products and documents which have been prepared by the Contractor in the course of performing Work under this Service Agreement. All such materials shall become, and remain the property of, the Owner, to be used in such manner and for such purpose as the Owner may choose.
- 12.5 The Contractor agrees to waive any right to, and shall make no claim for, additional compensation against the Owner by reason of such suspension or termination.
- 12.6 Upon an uncured event of Owner Default and 60 days written notice provided to the Owner following such event, the Contractor may terminate this Service Agreement and shall be compensated in accordance with paragraphs 12.3 and 12.5 hereof.
- 12.7 The Contractor's guarantee that the Owner shall achieve the Guaranteed Savings for the period following termination shall be cancelled only if:
- 12.7.1 This Service Agreement is terminated by the Owner without cause; or
- 12.7.2 This Service Agreement is terminated by the Contractor pursuant to paragraph 12.6 above.
- 12.7.3 The term of the Guaranteed Savings Period naturally expires.
- 12.8 If the Owner terminates this Service Agreement with cause or the Contractor terminates this Service Agreement other than in accordance with paragraph 12.6 hereof, the Contractor irrevocably consents to accept the Owner's calculations of Actual Energy Savings for the remainder of the Guaranteed Savings Period.
- 12.9 In the event that the Contractor's guarantee that the Owner shall achieve the Guaranteed Savings for the period following termination is cancelled pursuant to paragraph 12.7 and such termination occurs other than at the end of a Guaranteed Savings year, the Guaranteed Savings for such year shall be recalculated. The Contractor shall work cooperatively with the Owner's representative to assist the Owner in determining the final amount of the Guaranteed Savings.

ARTICLE 13: RELATED AGREEMENTS

- 13.1 The Contractor shall not enter into other subcontracts without the Owner's prior written approval, in accordance with paragraph 4.2.14 herein. All Work subcontracted shall be at the Contractor's sole expense.
- 13.2 The Contractor shall bind its Subcontractors to the terms and conditions of this Service Agreement, so far as applicable to the Work performed by the respective Subcontractor, and shall not agree to any provision which seeks to bind the Owner to terms inconsistent with, or at variance from, this Service Agreement.
- 13.3 The Contractor shall furnish the Owner with a list of all Subcontractors, their addresses, tax identification numbers, and the dollar amount of each subcontract.

ARTICLE 14: LIABILITY

- 14.1 To the extent permitted by Applicable Law, the Contractor agrees to indemnify and to hold the Owner and the State harmless and immune from any and all claims for injury or damages arising from this

Service Agreement which are attributable to the Contractor’s own actions or omissions of those of its trustees, officers, employees, Subcontractors, suppliers, third parties utilized by the Contractor, or joint venturers while acting under this Service Agreement.

14.1.1 Such claims shall include, but are not limited to, any claims made under the Fair Labor Standards Act or under any other Applicable Law involving wages, overtime, or employment matters and any claims involving patents, copyrights, and trademarks.

14.1.2 The Contractor shall bear all costs associated with defending the Owner and the State against any such claims.

14.2 The Contractor shall provide a Certificate of Insurance and an Additional Insured Endorsement, collectively showing the Contractor’s compliance with the insurance requirements set forth in this Article 14, Liability, naming "The Ohio State University and its affiliated subsidiary units, commissions, departments and organizations that now or shall hereafter be constituted" as Additional Insured.

14.3 The Contractor shall provide the following minimum insurance requirements during the term of this Service Agreement:

14.3.1 Comprehensive or Commercial General Liability (including Premises-Operations, Independent Contractors' Protective, Products and Completed Operations, Broad Form Property Damage).

(a) Bodily Injury and Property Damage, Combined Single Limit, CSL:

General Aggregate	\$2,000,000
Products & Completed Operations Aggregate	\$2,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage	\$ 100,000

(b) Products and Completed Operations to be maintained for two years after final payment and the Contractor shall continue to provide evidence of such coverage to the Owner on an annual basis during the aforementioned period.

(c) Property Damage Liability insurance shall provide X (explosion), C (collapse), and U (underground) coverage.

(d) Contractual Liability (Hold Harmless Coverage):
Bodily Injury and Property Damage (Combined Single Limit) \$1,000,000 Each Occurrence.

(e) Personal Injury, (with Employment Exclusion deleted), \$2,000,000 Aggregate

(f) If the General Liability policy includes a General Aggregate, such General Aggregate shall be not less than \$2,000,000. Policy shall be endorsed to have General Aggregate apply to this project only.

14.3.2 Umbrella Excess Liability:

(a) \$5,000,000 over primary insurance

(b) Minimal Retention

14.3.3 Automobile Liability (owned, non-owned, hired).

(a) Bodily Injury and Property Damage, Combined Single Limit:

\$1,000,000 each accident

14.3.4 Certificate from the State evidencing Ohio Workers' Compensation insurance.

- 14.4 Before commencing the Work required hereunder, the Contractor shall furnish a certificate satisfactory to the Owner, from each insurance company showing that the above insurance is in force, stating policy numbers, dates of expiration, and limits of liability thereunder. Each such certificate shall expressly provide that the insurer will endeavor to provide no less than 30 days' written notice to the Owner in the event of cancellation of the coverage evidenced by the certificate.
- 14.5 The Contractor shall provide no less than 30 days' prior written notice to the Owner in the event of cancellation, non-renewal, expiration or material alteration of the coverage contained in any required policy of insurance. If the Contractor fails to procure and maintain such insurance, the Owner shall have the right to procure and maintain the said insurance for, and in the name of, the Contractor and the Contractor shall pay the cost thereof and shall furnish all necessary information to make effective and maintain such insurance.

ARTICLE 15: CLEANING

- 15.1 The Contractor shall be responsible for continuous removal of all debris created by the Work performed under this Service Agreement. The Contractor and its Subcontractors shall deposit their debris at a location designated by the Owner.
- 15.2 The Contractor shall be responsible for the daily removal of any materials or equipment that the Contractor requires to perform the Work hereunder. If the Contractor fails to perform such removal, the Owner shall do so and the costs for such shall be charged back to the Contractor.
- 15.3 The Contractor shall remove any unidentifiable debris and shall transport it to a disposal site acceptable to the Owner.

ARTICLE 16: SAFETY AND PROTECTION

- 16.1 The Contractor shall protect its workers and the public from injury and shall protect the property, in and about the Work required hereunder, from damage. The Contractor alone shall be responsible for any injury to the workers or public and for any damage to property in and about the Work required hereunder.
- 16.2 The Contractor shall perform its Work under this Service Agreement in accordance with Applicable Law and the best standard safety precautions, including OSHA Regulation 29 CFR Part 1926.
- 16.3 If the Contractor shall fail, in the Owner's sole opinion, to properly provide adequate protection, the Owner may cause such protection to be provided and the cost and expense thereof shall be deducted from the moneys due or to become due the Contractor under this Service Agreement. In the event moneys due or to become due are insufficient to pay such costs and expenses, the Contractor shall immediately remit payment in the amount of such shortfall to the Owner.
- 16.4 If damage is done to an adjoining property, and the Contractor shall fail to immediately repair the same upon the Owner's order, the Owner shall have power to cause such repairs to be made, and the cost and expense thereof shall be deducted from the moneys due or to become due the Contractor under this Service Agreement. In the event moneys due or to become due are insufficient to pay such costs and expenses, the Contractor shall immediately remit payment in the amount of such shortfall to the Owner.

ARTICLE 17: RECORD KEEPING

- 17.1 During the performance of this Service Agreement, and for a period of three years after its completion, the Contractor shall maintain auditable records of (a) all charges pertaining to this Service Agreement and (b) all information utilized by the Contractor to measure, calculate or otherwise ascertain Actual Energy

Savings, and shall make such records available to the Owner as the Owner may reasonably require.

- 17.2 The Contractor shall include in all subcontracts a provision to the effect that the Subcontractor agrees that the Subcontractor, during the performance of the subcontract and for a period of three years after its completion, shall maintain auditable records of all charges pertaining to the subcontract and shall make such records available to the Owner as the Owner may reasonably require.
- 17.3 If an audit of the Contractor's or any Subcontractor's records by the Owner reveals a deficiency in any calculation relating to the amount of Actual Energy Savings, the Contractor shall pay the Owner the full amount of the deficiency promptly upon demand. If the deficiency exceeds [3] percent of the amount of the Guaranteed Savings for any Guaranteed Savings year, the Contractor shall also pay interest on the deficiency, starting on the date the relevant energy savings summary was submitted to the Owner, plus the Owner's expense for the audit. The interest charge shall be at the rate per calendar month that equals one-twelfth of the rate per annum prescribed by O.R.C. 5703.47 of the Revised Code for the calendar year that includes the month for which the interest charge accrues.

ARTICLE 18: CONFLICTS OF INTEREST AND ETHICS COMPLIANCE

- 18.1 No personnel of the Contractor or member of the governing body of any locality or other public official or employee of any such locality in which, or relating to which, the Work under this Service Agreement is being carried out, and who exercise any functions or responsibilities in connection with the review or approval of this Service Agreement or carrying out of any such Work, shall, prior to the completion of said Work, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of said Work.
- 18.2 Any such Person who acquires an incompatible or conflicting personal interest, on or after the effective date of this Service Agreement, or who involuntarily acquires any such incompatible or conflicting personal interest, shall immediately disclose his or her interest to the Owner in writing. Thereafter, he or she shall not participate in any action affecting the Work under this Service Agreement, unless the Owner shall determine in its sole discretion that, in the light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.
- 18.3 The Contractor represents, warrants, and certifies that it and its employees engaged in the administration or performance of this Service Agreement are knowledgeable of and understand the Ohio Ethics and Conflicts of Interest laws. The Contractor further represents, warrants, and certifies that neither the Contractor nor any of its employees will do any act that is inconsistent with such laws.
- 18.4 The Contractor hereby certifies that none of the Contractor's directors, principle officers or employees are employed by, or affiliated with, the Owner.

ARTICLE 19: NONDISCRIMINATION OF EMPLOYMENT

- 19.1 The Contractor agrees that the Contractor, any Subcontractor, and any person acting on behalf of the Contractor or a Subcontractor, shall not discriminate, by reason of race, color, religion, sex, age, national origin, or disability against any citizen of the State in the employment of any Person qualified and available to perform the Work under this Service Agreement.
- 19.2 The Contractor further agrees that the Contractor, any Subcontractor, and any Person acting on behalf of the Contractor or a Subcontractor shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of Work under this Service Agreement on account of race, color, religion, sex, age, national origin, or disability.
- 19.3 The Contractor represents that it has a written affirmative action program for the employment and effective utilization of economically disadvantaged persons and shall file a description of the affirmative action program and a progress report on its implementation with the equal employment opportunity office

of the Department of Administrative Services.

ARTICLE 20: PREVAILING WAGE

- 20.1 The Contractor shall comply with the prevailing wage requirements described under O.R.C. Chapter 4115.
- 20.2 The Contractor shall pay to laborers and mechanics performing Work on the Project the prevailing wage rates of the Project locality, as determined by the Ohio Department of Commerce, Wage and Hour Bureau.
- 20.3 The Contractor shall post in a prominent place readily accessible by all workers on the Site, a legible listing of the current classifications of laborers, workers, and mechanics employed under this Contract. The Contractor shall ensure that the rates posted are current and remain posted in legible condition during the period of the Contract.
- 20.4 The Contractor shall not be entitled to an increase in the Contract Sum on account of an increase in prevailing wage rates, except as otherwise provided by Applicable Law. The Contractor may access the Ohio Department of Commerce, Wage & Hour Bureau at its Web site, <http://198.234.41.198/w3/webwh.nsf/pages/PrevailingWageBid>, to obtain the current wage rates.

ARTICLE 21: RIGHTS IN DATA AND COPYRIGHTS/PUBLIC USE

- 21.1 The Owner shall have unrestricted authority to reproduce, distribute and use (in whole or in part) any reports, data or materials prepared by the Contractor pursuant to this Service Agreement. No such documents or other materials produced (in whole or in part) with funds provided to the Contractor by the Owner shall be subject to copyright by the Contractor in the United States or any other country.
- 21.2 The Contractor agrees that all deliverables hereunder shall be made freely available to the general public to the extent permitted or required by law.

ARTICLE 22: DRUG FREE SAFETY PROGRAM PARTICIPATION

- 22.1 During the Contract Time, the Contractor shall be enrolled in and remain in good standing in the Ohio Bureau of Workers' Compensation ("OBWC") Drug-Free Safety Program ("DFSP") or a comparable program approved by the OBWC that meets the requirements specified in O.R.C. Section 153.03 ("OBWC-approved DFSP").
- 22.2 If the Contractor provides Subcontractors that provide labor on the Site, the Subcontractors shall be enrolled in and in good standing in the OBWC DFSP or an OBWC-approved DFSP.
- 22.2.1 Each Subcontractor shall require all lower-tier Subcontractors with whom the Subcontractor is in contract for the Work to be enrolled in and be in good standing in the OBWC DFSP or an OBWC-approved DFSP prior to a lower-tier Subcontractor providing labor at the Site.
- 22.2.2 Failure of the Contractor to require a Subcontractor to be enrolled in and be in good standing in the OBWC DFSP or an OBWC-approved DFSP prior to the time that the Subcontractor provides labor at the Site shall result in the Contractor being found in breach of the Contract and that breach shall be used in the responsibility analysis of that Contractor, or the Subcontractor who was not enrolled in a program, for future contracts with the State for five years after the date of the breach.
- 22.2.3 Failure of a Subcontractor to require a lower-tier Subcontractor to be enrolled in and be in good standing in the OBWC DFSP or an OBWC-approved DFSP prior to the time that the lower-tier Subcontractor provides labor at the Site shall result in the Subcontractor being found in breach of the Contract and that breach shall be used in the responsibility analysis of that

Subcontractor, or the lower-tier Subcontractor who was not enrolled in a program, for future contracts with the State for five years after the date of the breach.

- 22.2.4 Prior to authorizing a Subcontractor to commence Work on the Project, the Contractor shall obtain the Owner's approval, and shall also submit written confirmation of the Subcontractor's enrollment on the Declaration of Subcontractors and Material Suppliers form to the Owner.

ARTICLE 23: CONTRACTOR REPRESENTATIONS

- 23.1 The Contractor represents and warrants that it is not subject to an "unresolved" finding for recovery under O.R.C. Section 9.24. If this representation and warranty is found to be false, this Agreement shall be void, and the Contractor shall immediately repay to the Owner any funds paid under this Agreement.
- 23.2 The Contractor represents and warrants that it has not provided any material assistance, as that term is defined in O.R.C. Section 2909.33(C), to any organization identified by, and included on, the United States Department of State Terrorist Exclusion List and that it has truthfully answered "no" to every question on the "Declaration Regarding Material Assistance/Non-assistance to a Terrorist Organization". The Contractor further represents and warrants that it has provided or will provide such to the Owner and/or the Ohio Business Gateway (<http://business.ohio.gov>) prior to execution of this Agreement. If these representations and warranties are found to be false, the Contract is void ab initio and the Contractor shall immediately repay to the Owner any funds paid under this Agreement.
- 23.3 The Contractor affirms to have read and understands Executive Order 2011-12K and shall abide by those requirements in the performance of this Agreement, and shall perform no services required under this Agreement outside of the United States.
- 23.4 The Contractor will not assign any of its rights, nor delegate any of its duties and responsibilities under this Agreement, without prior written consent of the Owner. Any assignment or delegation not consented to may be deemed void by the Owner.

ARTICLE 24: REPORTING TO [NAME OF INSTITUTION'S SECURITY OFFICER]

- 24.1 Whenever the Contractor arrives on the Owner's property to perform Work under this Service Agreement, the Contractor shall report to [Name of Institution's Security Officer] in person or by telephone. Failure to report may prevent invoice approvals. Repeated failure to report may result in termination pursuant to paragraph 12.1.1.

ARTICLE 25: CAMPAIGN CONTRIBUTIONS

- 25.1 The Contractor hereby certifies that neither the Contractor nor any of the Contractor's partners, officers, directors, shareholders nor the spouses of any such person have made contributions in excess of the limitations specified in O.R.C. Section 3517.13.

ARTICLE 26: AMENDMENT AND WAIVER

- 26.1 This Service Agreement shall not be modified, amended or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the parties hereto.
- 26.2 A waiver by any party of any breach or default by the other party under this Service Agreement shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default hereunder.

ARTICLE 27: NOTICES

- 27.1 All notices, consents, and communications hereunder shall be (a) given in writing, (b) either (1) delivered personally, (2) deposited with the United States Postal Service as registered or certified mail, return

receipt requested, (3) sent by overnight express courier with a request that the addressee sign a receipt evidencing delivery, or (4) sent by facsimile, email, or Web-based project management software, provided the original, signed document is delivered within 3 business days after the date of the electronic transmission; and (c) addressed to the following addressees:

Owner
Mr. Charlie Conner
The Ohio State University
400 Central Classroom Building
2009 Millikin Road
Columbus, Ohio 43210

Contractor
[Contact Name]
[Title]
[Company Name]
[Street Address]
[City, State ZIP]

ARTICLE 28: HEADINGS

28.1 The headings in this Service Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Service Agreement.

ARTICLE 29: SEVERABILITY

29.1 The provisions of this Service Agreement are severable and independent, and if any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially enforceable provision shall, to the extent enforceable in any jurisdiction, nevertheless be binding and enforceable.

ARTICLE 30: CONTROLLING LAW

30.1 This Service Agreement and the rights of the parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio. Any action or proceeding concerning this Service Agreement shall be brought in a court of competent jurisdiction in Ohio. The Contractor irrevocably consents to such jurisdiction.

ARTICLE 31: SUCCESSORS AND ASSIGNS

31.1 Neither this Service Agreement, nor any rights, duties, nor obligations hereunder, may be assigned or transferred in whole or in part by the Contractor, without the Owner’s prior written consent.

ARTICLE 32: ANTITRUST ASSIGNMENT

32.1 The Contractor assigns to the Owner all state and federal antitrust claims and causes of action that related to all goods and services provided for in this Service Agreement.

ARTICLE 33: COUNTERPARTS

33.1 This Service Agreement may be executed in several counterparts, each of which shall constitute an original which may be introduced in evidence or used for any other purpose without production of any other counterparts, and all of which, when taken together, shall constitute but one instrument.

33.2 Any signatory hereto may deliver a copy of its counterpart signature page to this Agreement via fax or e-mail. Each signatory hereto shall be entitled to rely upon a signature of any other signatory delivered in such a manner as if such signature were an original.

ARTICLE 34: SURVIVAL

34.1 The restrictions and obligations of paragraphs 12.5, 14.1, 14.3, 17.1, and 17.2 of this Service Agreement shall survive any expiration, termination or cancellation of this Service Agreement and shall continue to bind the parties hereto and their respective successors, heirs and assigns.

ARTICLE 35: EXECUTION

35.1 This Service Agreement shall become binding and effective upon execution by the Contractor and the Owner and approval by the Attorney General.

IN WITNESS WHEREOF, the parties hereto have executed this Service Agreement.

CONTRACTOR

Date _____

By: _____

(Authorized Signature)

(Print or Type Contractor Name)

(Print or Type Signatory Name)

(Print or Type Signatory Title)

OWNER

The Ohio State University

Date _____

By: _____

Jay Kasey, Senior Vice President
Office of Administration & Planning

Date _____

By: _____

Geoffrey S. Chatas, Senior Vice President and Chief
Financial Officer, Office of Business & Finance

OHIO ATTORNEY GENERAL

Approved as to Form

Date _____

By: _____

Assistant Attorney General

Attachment 15b - Guarantee Bond

Ohio Department of Administrative Services
General Services Division
State Architect's Office ▪ 4200 Surface Road ▪ Columbus, Ohio 43228-1395

OhioDAS
<http://ohio.gov/sao>
StateArchOff@das.state.oh.us
Phone 614.466.4761

**Project OSU-110670
Energy Conservation Measures
The Ohio State University
Columbus, Franklin County**

GUARANTEE BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned

_____, as Principal, at _____

_____. (Address)

and _____ as Surety, are hereby held and firmly

bound unto the State of Ohio, as Obligee, in the penal sum of [Insert Amount] dollars, for the payment of which well and truly to be made, we jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above-bounden Principal entered into a certain written Service Agreement with The Ohio State University dated [Insert Contract Execution Date] for services and other work to be performed upon, and to guarantee the achievement of certain energy savings from, the Energy Conservation Measures (Project Number OSU-110670), which Service Agreement is hereby referred to and made a part of this Guarantee Bond the same as if set forth herein;

NOW, THEREFORE, if the above-bounden Principal shall well and faithfully do and perform the things agreed by the Obligee to be done and performed according to the terms of said Service Agreement, then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

THE SAID Surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of said Service Agreement or renewals to said Service Agreement shall in any way affect the obligations of said Surety on this Guarantee Bond, and it does hereby waive notice of any such modifications, omissions, additions, or renewals.

PRINCIPAL:

By: _____

Title: _____

SURETY: _____

By: _____
Attorney-in-Fact

SURETY INFORMATION:

_____ Street

_____ City State Zip

_____ Telephone Number

SURETY AGENT'S INFORMATION:

_____ Agency Name

_____ Street

_____ City State Zip

_____ Telephone Number

Attachment 15c - Service Scope of Work

Ohio Department of Administrative Services
General Services Division
State Architect's Office ▪ 4200 Surface Road ▪ Columbus, Ohio 43228-1395

Ohio**DAS**
<http://ohio.gov/sao>
StateArchOff@das.state.oh.us
Phone 614.466.4761

**Project OSU-110670
Energy Conservation Measures
The Ohio State University
Columbus, Franklin County**

SCOPE OF HVAC WORK

- 1) Provide preventive maintenance on the equipment involved in the proposed ECMs.
- 2) Contracting Authority may modify the scope of work to include additional equipment, delete some or all the equipment involved in the proposed ECMs.

EQUIPMENT MAINTENANCE SERVICE

A. Equipment Included.

1. Equipment involved in the proposed ECMs
2. Additional equipment not part of the proposed ECM's yet identified by Contracting Authority to be included.

B. Equipment Not Included.

1. Maintenance Work, including repair labor and parts replacement, for portions of the systems and equipment that are non-moving and not normally maintained are not required nor included as part of this specification.
2. Excluded items shall be considered as:
foundations, structural supports, domestic water lines, drains, oil lines, gas lines, piping, oil storage tanks, air handling duct work, unit cabinets, boiler trim and refractory material, cooling tower structures, etc.
3. This specification covers the equipment and systems as listed herein, and in the event a system is altered, modified, changed or if any equipment is added, or not included in this specification, then that portion shall be added or deleted and shall be maintained in accordance with this specification.

C. Work Included.

1. The Contractor shall be responsible for scheduling of the preventative maintenance; and task functions to be performed on each scheduled call by calendar periods; and operating hours as pertinent to each task. Master records shall be maintained in the Owner's Facilities Management office and such schedules will be adhered to.
2. The Contractor shall have in its possession the manufacturer's specified maintenance and repair procedures and complete parts lists for all equipment to be maintained.
3. As Work is scheduled, the Contractor shall issue, to the mechanic on the job, the necessary and appropriate manufacturer's recommended maintenance procedures and a listing of any special lubricants, tools, etc., that are required for proper maintenance of the apparatus concerned.
4. Throughout the term of this Service Agreement, the Contractor shall record in a neat and legible manner all pertinent data relevant to each item of equipment included in this program to provide a

comprehensive history for the specific equipment or system.

5. The type of data and information recorded shall include, but is not limited to, the following:
 - a. Type of maintenance (preventive or emergency repair)
 - b. Date of service
 - c. Description of Work performed
 - d. Resultant effect in operating condition, if any
 - e. Proposed follow-up, if any
 - f. Name of repairperson
 - g. Time involved for emergency repair work
 - h. List any parts, name and number, installed

D. Parts Replacement

1. All parts, components, or devices for the mechanical systems as listed above that are worn or are not in proper operational conditions shall be repaired, and/or replaced with new parts, components, or devices.
2. When equipment or parts are replaced in their entirety, and a newer design of this device is available and is functionally equivalent and compatible, the device of the newer design shall be used as the replacement.
3. All repair and replacement parts, components, and devices for the mechanical systems and equipment as listed shall be supplied by the Contractor and shall be included in the cost of the service program.
4. All miscellaneous parts and supplies necessary to maintain the mechanical systems and equipment shall be supplied by the Contractor and shall be included in the cost of the service program (belts, valve packings, lubricants, tools, paints, refrigerant, test instruments, meters, etc.).
5. The Contractor shall provide and maintain a parts box which shall be located in the [Insert Location]. Critical, unique, or frequently used parts and supplies shall be stocked within this box. This equipment shall remain the property of the Contractor until used and/or installed in the mechanical system.

E. MAINTENANCE PROCEDURES AND RECORDS

1. The Contractor shall utilize computer generated preventive maintenance directions, which indicate task functions to be performed on each scheduled service call, as determined by calendar periods, operating hours, (run time), manufacturer's recommendations, and historical data bank, as pertinent to each task.
2. As Work is due, the Contractor shall issue, to its mechanic on the job, the necessary and appropriate recommended maintenance procedures and a listing of any special lubricants, tools, etc., that are required for proper maintenance of the apparatus concerned.
3. The Contractor's administration system shall provide for continuous updating of maintenance procedures and frequencies. Breakdown experience and frequency shall determine the on-site material inventory level and preventive maintenance frequencies.
4. Annually through the course of the service program, the Contractor shall review the system's performance and provide written recommendations in regards to improvements to the mechanical system that shall improve performance, conserve energy and minimize utility and maintenance expenditures. The report shall include budget figures.

F. PREVENTIVE MAINTENANCE AND EMERGENCY SERVICE CALLS

1. The Contractor shall schedule and perform the preventive maintenance Work on no less than a monthly basis.
 - a. After each service call, a service report shall be left with the Owner, detailing the Work provided.
2. The Contractor shall provide emergency service on an as required basis. Emergency service shall be considered as calls in addition to the scheduled preventive maintenance calls.
 - a. All labor, overtime, travel costs, parts, supplies, and any other expenses incurred and expended on such a call shall be provided by the Contractor and shall be included in the cost of the service program.
 - b. Emergency service shall be provided within four (4) hours after notification by the Owner. This service, included under this contract, will continue on a 24-hour day, 7-day-a-week basis at no cost to the Owner until the repair is complete. An exception to this requirement of continuing service will be determined by the Owner on an individual basis when the required repair parts are not available for immediate delivery. All delays must be substantiated in writing to the Owner.
 - c. Emergency service response system shall be a professionally staffed telephone answering service. Automatic telephone answering/recording machines or home telephone numbers are not acceptable.
 - d. Non emergency service calls to be scheduled within twenty-four(24) hours and completed within two (2) weeks.

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Attachment 16 – OSU Standards and Lighting Specifications

Ohio Department of Administrative Services
General Services Division
State Architect's Office ▪ 4200 Surface Road ▪ Columbus, Ohio 43228-1395

<http://ohio.gov/sao>
StateArchOff@das.state.oh.us
Phone 614.466.4761

Project OSU-110670
Energy Conservation Measures
The Ohio State University
Columbus, Franklin County

The ESCO team (including the Ohio registered design professional) should follow the materials and systems design criteria established by the OSU Building Design Standards (BDS). The ESCO team will generally not be required to follow the “procedural” guidelines designated in the OSU BDS unless otherwise directed by the Project Manager. The one exception to this “procedural” element is that any design and construction activity related to OSU Utilities must adhere strictly to the OSU BDS and OSU Utilities Policies and Procedures or OSU HVAC controls systems philosophy as defined in appendix A of the BDS. Any decision related to changing the “point of use energy source” to produce heat or other energy consuming systems for any building on the OSU main campus or the OSU Medical Center must be established with the approval of the University Engineer and the OSU Utilities Division Director.

The OSU Building Design Standard (BDS) can be located at : <http://fod.osu.edu/bds/>.

SECTION 26 50 00 - LIGHTING

PART 1 GENERAL

1.02 DESCRIPTION

- A. Provide new luminaires, timer switches, occupancy sensors, LED exit lights and retrofit kits, lamps and ballasts as specified herein. Luminaires shall be complete with lamps, lampholders, ballasts, end caps, coupling plates, stems, chains, auxiliary supporting steel, suspension straps, trim and other components as necessary for a complete and finished installation.
- B. Contractor's work shall include all labor, materials, tools, appliances and equipment necessary for and incidental to the delivery, installation and furnishing of all work described in paragraph A above.

1.03 REGULATORY AGENCIES

- A. Contractor shall provide luminaires, timer switches, occupancy sensors, LED exit lights and retrofit kits, lamps and ballasts fabricated, wired and installed in compliance with current editions of all applicable city, state and national codes.
- B. Contractor shall provide luminaires, lamps and ballasts listed and labeled by Underwriters Laboratories (UL) or ETL Testing Laboratories.
- C. Contractor shall comply with applicable requirements of the National Electrical Manufacturers Association (NEMA) and the National Fire Protection Association (NFPA) NFPA 70 " National Electrical Code" (NEC), latest edition.

1.04 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Luminaires, timer switches, occupancy sensors, LED exit lights and retrofit kits, lamps and ballasts shall be delivered to job site, factory-assembled and must be wired, to the greatest extent practical (with prior consent of the University), in strict accordance with approved shop drawings, certificates and catalog cuts, and shall be handled in a careful manner to avoid damage.
- B. Exposed finishes shall be protected during manufacture, transport, storage and handling. Delivered materials shall be identical to approved shop drawings. Damaged materials shall be repaired and/or replaced as directed by the Engineer.
- C. Luminaires, timer switches, occupancy sensors, LED exit lights and retrofit kits, lamps and ballasts shall be stored under cover, above the ground, in clean, dry areas, and shall be tagged and/or marked as to type and location.

PART 2 PRODUCTS

2.01 LUMINAIRES

- A. Luminaires shall be listed by application, manufacturer, model, and shall be approved by the Engineer and Owner.
- B. Luminaires shall be provided with lamps in the quantity, type and wattage specified and compatible with ballast.
- C. Lamp installation/removal shall be easily accomplished for all luminaires without tools. Attachments shall be secure and achieved with captive, non-removable fasteners. Luminaires shall allow replacement of ballast without removal of the luminaire or need for special tools.
- D. Marking:
1. All luminaires shall be clearly marked for operation of specific lamps and ballasts.
 2. For maintenance purposes, the following lamp characteristics must be noted, as applicable, in the format "Use.....Lamps Only":
 - a. Lamp diameter code (T-8), tube configuration (twin, quad), base type and nominal wattage.
 - b. Start type (rapid start, instant start).
 - c. Correlated color temperature (CCT) and color rendering index (CRI).
 3. All markings related to lamp type shall be clear and located to be readily visible to service personnel, but invisible from normal viewing angles when lamps are in place.
- E. Materials and Fabrication:
1. Unless otherwise noted, use only completely concealed hardware. Latching luminaire doorframes shall be unobtrusive. Make luminaire free from light leaks by the inherent design of the body and frame. Bond gaskets, when used, to the luminaire metal. Use bottom relamping unless otherwise noted.
 2. Construct luminaires with the minimum number of joints. Make unexposed joints by approved method such as welding, brazing, screwing or bolting. Soldered joints are not acceptable.
 3. Provide housing for luminaires that make electrical components easily accessible and replaceable, without removing the luminaire body from its mounting.
- F. Luminaire Wiring:
1. Provide wiring between lampholders and associated operating and starting equipment in compliance with UL 1570 and NEC.
 2. A one-lamp ballast may be used if luminaires are separated by more than 4 feet or if the nearest luminaire is on another control circuit.
- G. Lampholders and Supports:
1. Provide lampholders that are white and constructed of heat resistant plastic. Lampholders shall comply with UL 542 and ANSI C81.

2. Lampholders for 4'-0" lamps shall be of the "knife-edge" variety so long as "knife-edge" is available for the specific socket type. In all cases, the lampholder providing the tightest electrical connection shall be provided. Follow ballast manufacturer wiring instructions.
 3. Rigidly and securely attach lampholders to the luminaire enclosure.
 4. Provide lampholders suitable for specified lamps, and position the lamps in optically correct spacing and relationship to lenses, reflectors, filters and baffles.
- H. Finishes: Unless otherwise specified, provide reflective surface with a white baked enamel finish with a minimum reflectance of 86%. Prior to painting, give all parts proper etched surface preparation to assure paint adherence and durability.
- I. Lenses, Louvers and Trim:
1. All lenses and louvers shall be positively held within the doorframes so that hinging or other motion of the frame will not cause the diffusing element to drop out.
 2. For recessed luminaires with trim that is removable or open for access to the interior of the luminaire, and serves as ceiling trim, provide trim that is positively held to the luminaire body by adjustable means that permit the trim to be drawn up to the ceiling as tight as necessary to insure complete contact of trim with ceiling surrounding the luminaire.
 3. Unless otherwise specified, prismatic lenses shall meet the following requirements:
 - a. Lens shall be made of clear virgin acrylic of nominal 0.125" overall thickness.
 - b. Lens shall be composed of either 1/8" or 3/16" male or female prisms with non-curved prism faces. Female prisms shall have a maximum depth of 0.053" for 1/8" prisms and 0.80" for 3/16" prisms. Male prisms shall have a minimum unpenetrated thickness of 0.90" or thicker.
 - c. Lens shall be a minimum of 7.5 oz. per square foot and show no visible evidence of sagging in the installed position.
 - d. Lens shall be strain-free, uniform in appearance and destaticized.
 - e. Lens shall have minimum 80% visible transmittance.

2.02 BALLASTS

A. PHYSICAL CHARACTERISTICS

1. Fluorescent ballasts may be rapid start or instant start. Preheat ballasts are prohibited.
2. Fluorescent ballasts shall be electronic, with an operating frequency between 20 and 60 kHz. Ballasts operating at 60 Hz., such as electromagnetic or cathode-disconnect ballasts, are not allowed.

B. POWER QUALITY

1. All fluorescent ballasts shall have a power factor greater than or equal to 0.95. High intensity discharge (HID) shall be manufacturer's standard high power factor, constant wattage type.
2. All fluorescent ballasts unless otherwise specified, shall exhibit a total harmonic distortion (THD), as defined by ANSI as the ratio of the harmonic content to the root-mean-square (rms) value of the periodic current, of less than 20%. Low harmonic distortion ballasts, if required by the Owner, shall have a THD of less than 10%.

3. The lamp current crest factor (CCF), defined as the ratio of peak lamp current to rms lamp current, shall not exceed 1.7, in conformance with ANSI Standard C82.11.

C. ELECTRICAL DATA

1. The maximum input power used by different types of ballasts shall not exceed the following values:

<u>Lamp Type</u>	<u>Number of Lamps</u>			
	<u>One</u>	<u>Two</u>	<u>Three</u>	<u>Four</u>
F17T8	17	34	51	68
F32T8	32	64	96	128
F96T8	N/A	120	N/A	N/A

2. Fluorescent rapid start ballasts shall conform to the following range of acceptable electrode preheat voltages:

<u>Lamp Type</u>	<u>Preheat Voltage (V)</u>		<u>Operating Voltage (V)</u>	
	<u>Min.</u>	<u>Max.</u>	<u>Min.</u>	<u>Max.</u>
F32T8	3.0	4.5	2.5	4.4

3. The Ballast Efficacy Factor (BEF), defined as the ratio of the ballast factor in percent to active power in watts, demonstrated by different types of ballasts shall exceed the following values:

<u>Lamp Type</u>	<u>Number of Lamps</u>			
	<u>One</u>	<u>Two</u>	<u>Three</u>	<u>Four</u>
F17T8	4.700	2.800	2.000	1.570
F32T8	2.800	1.400	0.933	0.700
F96T8	N/A	0.750	N/A	N/A

E. LIFE

The minimum acceptable rated life of all ballasts shall be 15 years.

F. TEMPERATURE RATING

1. The lowest acceptable maximum temperature rating shall be 104 degrees F. (40 deg. C.).
2. The highest acceptable minimum starting temperature for all ballasts used indoors shall be 60 degrees F. (16 deg. C).

G. WARRANTY

The minimum acceptable warranty period for all ballasts shall be five years from the date of installation.

H. CERTIFICATION

All ballasts shall be listed by Underwriter's Laboratories (UL), meeting all applicable UL safety requirements such as the Class "P" standard for indoor ballasts.

I. SOUND RATING

All ballasts shall have a sound rating of "A".

2.03 LAMPS

A. T-8 LAMPS

1. Lamp shall be rated at nominal 17, 32, and 59 Watts for 2 ft., 4 ft., and 8 ft. lengths, respectively.
2. Lamps shall be nominal T-8, 1" diameter tubes.
3. Lamps shall only be operated on ballasts designed for T-8 lamps.
4. Initial rated lumen output shall be at least 1,325, 2,800, and 5,700 lumens for 2 ft., 4 ft., and 8 ft. lengths, respectively.
5. Rated lamp life shall be at least 15,000 and 20,000 hours, per IES LM 40-87 operating on an instant start or rapid start mode, respectively.
6. Lamp Lumen Depreciation (LLD) for 4 foot lengths, shall result in a mean lumen value of at least 2,520 lumens (90% of the initial lamp lumens) at 40% of rated life (6,000 hours in instant start mode or 8,000 hours in rapid start mode) and at least 2,350 lumens (84% of the initial lamp lumens) at 70% of rated life (10,500 hours in instant start mode or 14,000 hours in rapid start mode).
7. Mortality curves at 3 operating hours per start shall show that less than 15% of lamps are burned out at 70% of rated life (10,500 hours in instant start mode or 14,000 hours in rapid start mode).
8. Lamp phosphors shall be a composition which includes rare earth phosphors, with a correlated Color Rendering Index (CRI) of not less than 75 CRI (NEMA designation RE 735).

B. COMPACT FLUORESCENT LAMPS

1. Lamps shall fit existing fixtures without modification.
2. Lamps shall be screw-in, modular types with replaceable lamps.

2.04 OCCUPANCY SENSORS

- A. Wall switch sensors shall be capable of detection of motion at desktop level up to the specified square footage. Sensor shall control lighting in sensed area only.
- B. Wall switch sensors shall have a 180 degrees coverage capability maximum 300 square feet and 150 square feet for desktop activity, utilize advanced passive infrared (PIR) technology, can be set to operate as either Auto-ON or Manual-ON switches. With Auto-ON selected, the units must automatically turn on lighting upon the detection of occupancy. With Manual-ON, user must press the switch to turn lighting on. Then with either setting, lights turn off after the space is vacated and the time delay elapses. 1.0 mm hard poly IR 2 level lenses; 2 level lens for desktop detection, DIP switch adjustable unit sensitivity, tamper proof design, minimum 5 year warranty and UL and CUL listed.
- C. Ceiling mount sensors shall utilize advanced omnidirectional Doppler technology, advanced signal processing (ASP) circuitry which filters out moving air noise by checking for small cyclical changes found in turbulent air to help eliminate false ON problems, DIP switch override and output disable, digital DIP switch time delay 15 seconds to 30 minutes. Ceiling mount sensors shall provide a minor motion coverage range of 150 to 1300 square feet with an overall ½ step coverage range from 300 to 2000 square feet.

- D. Occupancy sensors shall provide coverage of 100% of the controlled area.
- E. Each Sensor shall achieve the manufacturer's product performance rating when operating with electronic ballast and PL lamp systems.
- F. Coverage of sensors shall remain constant after sensitivity control has been set. No automatic reduction shall occur in coverage due to the cycling of air conditioner or heating fans.
- G. All sensors shall have user adjustable controls for time delay and sensitivity. Minimum delay range shall be 30 seconds to 30 minutes.
- H. In the event of failure, a manual bypass "override on" feature shall be provided on each sensor. When bypass is utilized, lighting shall remain on constantly or control shall divert to a wall switch until sensor is replaced. The override feature shall be designed for use by building maintenance personnel and shall not be readily accessible to building occupants.
- I. Ultrasonic microphone receiver frequency shall be 25 kHz or greater and shall be temperature and humidity resistant.
- J. All sensors shall provide an LED indication light to verify that motion is being detected and that the unit is working.
- K. Sensors shall be suitable for NEC 725 Class 2 wiring and use plenum cable when required.
- L. Specific low voltage wire surface routing shall be approved by the Engineer.
- M. Control Units - For ease of mounting, installation and future service, control unit(s) shall be capable of being mounted on external J boxes and be integrated self-contained unit consisting internally of loan switching control relay and transformer to provide low-voltage power to a minimum of two (2) sensors.
- N. Relay Contacts shall have ratings of:
 - 10A - 120 VAC Tungsten
 - 20A - 120 VAC Ballast
 - 20A - 277 VAC Ballast
- O. Relay contacts shall be isolated.
- P. Between sensors and controls units shall be three (3) conductors, 18 AWG, stranded UL Classified, PVC insulated or TEFLON jacketed cable approved for use in plenums.
- Q. The minimum acceptable warranty period for all sensors and control units shall be five (5) years from the date of purchase.

PART 3 EXECUTION

3.01 INSTALLATION

- A. The Contractor shall install new luminaires complete with lamps, equipment, materials, parts, attachments, devices, hardware, hangers, cables, supports, channels, frames and brackets as necessary to make a safe, complete and fully operative installation.
- B. The Contractor shall install new lamps and ballasts in existing fixtures where required. Clean all existing reflectors, aperture plates, lenses, and louvers. To prevent static buildup on lenses and reflectors, clean with a manufacturer's recommended water-diluted solution of glass cleaner.
- C. The Contractor shall install timer switches and occupancy sensors where required. It shall be the contractor's responsibility with the supplier's assistance to locate and aim sensors in the correct location required for complete and proper volumetric coverage within the range of coverage(s) of controlled areas. Rooms shall have one-hundred (100) percent coverage to completely cover the controlled area to accommodate all occupancy habits of single or multiple occupants at any location within the room(s). The contractor shall provide additional sensors if required to properly and completely cover the respective room. Proper judgment shall be exercised in executing the work so as to ensure the best possible installation in the available space and to overcome local difficulties due to space limitations or interference from structural components.
- D. Ground non-current-carrying parts of electrical equipment in accordance with UL and NEC provisions.

3.02 DISPOSAL

- A. All existing fluorescent lamps removed as part of the project shall be recycled. Contractor shall provide documentation of recycling upon request by the Engineer.
- B. Leaking PCB - containing ballasts shall be disposed of as regulated hazardous substances in a Toxic Substance Control Act (TSCA) permitted incinerator or chemical landfill. If a landfill is chosen, PCB's shall be removed prior to disposal of the capacitor. Intact PCB containing ballasts also may be disposed of by incineration or at a chemical landfill.
- C. Refer to the State of Ohio, Environmental Protection Agency (EPA) fact sheet dated April, 2002 on, "The Management of Fluorescent Lamps and PCB Ballasts in Ohio" for further guidance and regulations associated with the proper disposal of lamps and ballasts. Contact the EPA Division of Hazardous Waste Management at (614) 644-2917 or Office of Pollution Prevention at (614) 644-3469 for additional assistance.

3.03 FIELD QUALITY CONTROL

- A. Upon completion of installation, luminaires, lamps and ballasts shall be in first class operating order and free from defects in condition and finish. At time of final inspection, all luminaires and equipment shall be clean, fully lamped, and be complete with required lenses or diffusers, reflectors, side panels, louvers or other components necessary for the function of the luminaires. Any reflectors, lenses, diffusers, side panels or other parts damaged prior to final inspection shall be replaced by Contractor prior to inspection.
- B. The Contractor shall furnish stock or replacement lamps and ballasts amounting to 2% (but not less than one in each case) of each type and size lamp and ballast used. Deliver replacement stock as directed.

3.04 SUPPORTS

The Contractor shall provide necessary hardware with luminaires, such as stems, plates, plaster frames, hangers and similar items, for safe luminaire support.

3.05 O&M MANUALS

The Contractor shall assemble and submit, in bound 8.5" x 11" format, an Operation and Maintenance Manual including product technical documents and cut sheets; manufacturer and product representative contacts; and operating and calibration instructions for all systems included in the upgrade, including but not limited to lamps, ballasts and lighting control devices. After approval by the Engineer, this manual will be kept on site for reference use by facility maintenance personnel. Transfer of the document will include a thorough walk-through and demonstration of upgrade equipment by Contractor for facility personnel and the Engineer.

END OF SECTION

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Request for Qualifications (A/E)

Ohio University - Design & Construction
Ridges Building #19, Suite 220
Athens, Ohio 45701



http://www.facilities.ohiou.edu/design_construction
Phone 740-593-2727

Administration of Project: Local Administration

Project Name	<u>Housing Utility Infrastructure Development</u>	Response Deadline	<u>Dec. 19, 2011 4:00 PM</u> local time
Project Location	<u>Ohio University, Main Campus</u>	Project Number	<u>OHU-11292011</u>
City / County	<u>Athens / Athens</u>	Project Manager	<u>Richard Shultz</u>
Agency/Institution	<u>Ohio University</u>	Contracting Authority	<u>Ohio University</u>
No. of paper copies requested (stapled, not bound)	<u>3</u>	No. of electronic copies requested on CD (PDF)	<u>1</u>

Submit the requested number of Statements of Qualifications (SAO Form F110-330) directly to Richard Shultz at the address above and via electronically to shultz@ohio.edu. See Section H for additional submittal instructions.

Project Overview

A. Project Description

Ohio University is engaging in a major rehabilitation of its residence halls, including new construction, demolition, and renovation. In order to serve these projects, an upgrade to the utility infrastructure on the University's South Green is necessary. This project will build on the recommendations of a master planning study (currently underway) to develop design and construction documents for this utility upgrade, which will also include expansion of the existing campus wide chilled water system and main chiller plant, building demolition and parking lot development. The project will be addressed as two parts: A & B. Any proposer may be selected for either or both parts, but must submit qualifications satisfying the requirements for both.

B. Scope of Services

Part A:

Design (through Schematic Design) the installation of expanded steam, chilled water, domestic water, electrical, natural gas, storm sewer and sanitary sewer systems to serve two soon to be constructed 145,000 GSF residence halls, two future 175,000 GSF residence halls and the renovation of several existing residence halls (all to be completed in a ten-year time frame). The POR for this design will be available to the consultant in the form of a Utility Master Plan, currently being developed.

Develop construction documents and administer construction for the portion of the utility infrastructure serving the two 145,000 GSF residence halls.

Design, develop construction documents, and administer construction for the demolition of two existing structures, and for the construction of 300 to 400 new parking spaces in locations on campus yet to be determined.

Total project budget for this portion anticipated to be \$4,500,000.

Part B:

Design, develop construction documents and administer construction for a 1600 LF extension of the current campus chilled water piping system.

Design, develop construction documents, and administer construction for the installation of a new 2500 ton chiller in the existing Lausche chilled water plant.

Total project budget for this portion anticipated to be \$6,000,000

For projects advertised with an appropriately developed Program of Requirements (POR), upon award of the Agreement, commence with Design. For projects without such a POR, upon award of the Agreement, commence by developing the Program of Requirements.

The selected Architect/Engineer (A/E), as a portion of its required Scope of Services and prior to submitting its proposals, will discuss and clarify with the Owner and the Contracting Authority, the cost breakdown of the Architect/Engineer Agreement detailed cost components to address the Owner's project requirements. Participate in the Encouraging Growth, Diversity & Equity (EDGE) Program as required by statute and the Agreement.

Request For Qualifications (A/E) continued



Project Name Housing Utility Infrastructure Development

Project Number OHU-11292011

G. Evaluation Criteria for Selection

Demonstrated ability to meet Owner's programmed project vision, scope, budget, and schedule on previous projects. Previous experience compatible with the proposed project (e.g., type, size). Relevant past work of prospective firm's proposed consultants. Past performance of prospective firm and its proposed consultants. Qualifications and experience of individuals directly involved with the project. Proposer's previous experience (numbers of projects, sizes of projects) when working with its proposed consultants. Specification writing credentials and experience. Experience and capabilities of creating or using Critical Path Method (CPM) schedules and of using CPM schedules as a project management resource. Approach to and success of using partnering and Alternative Dispute Resolution. Proximity of prospective firms to the project site. Proposer's apparent resources and capacity to meet the needs of this project. The selected A/E and all its consultants must have the capability to use the Internet within their normal business location(s) during normal business hours.

Interested A/E firms are required to submit the Commitment to Participate in the EDGE Business Assistance Program form in its Statement of Qualifications (SAO Form #F110-330) submitted in response to the RFQ, to indicate its intent to contract with and use EDGE-certified Business Enterprise(s), as a part of the A/E's team. The Intent to Contract and to Perform and / or waiver request letter and Demonstration of Good Faith Effort form(s) with complete documentation must be attached to the A/E's Technical Proposal. Both forms can be accessed via the SAO website at <http://ohio.gov/sao> (click on Forms). The Intent to Contract and to Perform form is again required at the Fee Proposal stage.

For all Statements of Qualifications, please identify the EDGE-certified Business Enterprises, by name, which will participate in the delivery of the proposed professional services solicited in the RFQ.

Prior to executing the Architect/Engineer Agreement, the selected A/E must represent and warrant that it has not provided any material assistance, as that term is defined in O.R.C. Section 2909.33(C), to an organization that is identified by, and included on, the United States Department of State Terrorist Exclusion List and that it has truthfully answered "no" to every question on the Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization, and that it has provided or shall provide such to the Contracting Authority and/or the Ohio Business Gateway (<https://ohiobusinessgateway.ohio.gov/OBG/Membership/Security.mvc>).

H. Submittal Instructions

Firms are required to submit the current version of Statement of Qualifications (SAO Form F110-330) available via the SAO website at <http://ohio.gov/sao> (click on Forms).

Paper copies of the Statement of Qualifications should be stapled only. Do not use special bindings or coverings of any type. Two-sided printing is preferred. Cover letters and transmittals are not necessary.

Electronic submittals should be combined into one PDF file named with the project number listed on the RFQ and your firm's name. Use the "print" feature of Adobe Acrobat Professional or similar software for creating a PDF rather than using a scanner. If possible, please reduce the file size of the PDF. In Adobe Acrobat Professional, go to Advanced, then PDF Optimizer. Also, please label the CD and the CD cover with the project number and firm name.

Submit all questions regarding this RFQ in writing to Richard Shultz at shultz@ohio.edu with the project number included in the subject line (no phone calls please). Questions will be answered and posted to the OAKS Capital Improvements (OAKS CI) website at <http://ci.oaks.ohio.gov> on a regular basis until one week before the response deadline. The Question & Answer (Q&A) document can be found by downloading a new version of the RFQ or by clicking on the Q&A link to the right of the project listing. The name of the party submitting a question will not be included on the Q&A document.

Architect/Engineer Selection Rating

Ohio University - Design & Construction
 Ridges Building #19, Suite 220
 Athens, Ohio 45701



http://www.facilities.ohiou.edu/design_construction
 Phone 740-593-2727

Project Name Housing Utility Infrastructure Development Proposer Firm _____
 Project Number OHU-11292011 City, State, Zip _____

Selection Criteria		Value	Score
1. A/E Firm Location (5 points)			
Proximity of primary A/E firm office where majority of work is to be performed in relationship to project site	Less than 100 miles	4 - 5	
	100 to 200 miles	2 - 3	
	More than 200 miles	0 - 1	
2. A/E Firm Size (5 points)			
Number of relevant licensed professionals within primary A/E firm available to perform the work.	Small = Less than 6 licensed professionals	1	
	Medium = 6 to 10 licensed professionals	3	
	Large = More than 10 licensed professionals	3	
3. Current Workload (5 points)			
Amount of fees awarded by the Contracting Authority to the primary A/E Firm in the previous 24 months (exclude projects on hold)	Less than \$300,000	4 - 5	
	\$300,000 to \$800,000	2 - 3	
	More than \$800,000	0 - 1	
4. Primary A/E Qualifications (30 points)			
a. Project Management Lead	Experience / ability of A/E project manager to manage scope / budget / schedule / quality	0 - 10	
b. Project Design Lead	Experience / creativity of lead designer to meet needs of owner	0 - 5	
c. Technical Staff	Experience / ability of technical staff to develop quality construction documents	0 - 5	
d. Construction Administration	Experience / ability of field representative to identify / solve issues during construction	0 - 10	
5. A/E Consultant Qualifications (10 points)			
Key Discipline Leads	Experience / ability of all key discipline leads to effectively perform the work	0 - 10	
6. Project Team Qualifications (15 points)			
a. Previous Team Collaboration Number of projects that a majority of the team members have worked together	Less than 3 projects (Low)	0 - 1	
	3 to 6 projects (Average)	2 - 3	
	More than 6 projects (High)	4 - 5	
b. LEED* Experience within Team	LEED AP(s)** on Team	0 - 1	
	LEED Registered Project(s)	0 - 2	
	LEED Certified Project(s)	0 - 2	
	Satisfies ALL above Criteria	Sum = 0 - 5	
c. Team Organization	Clarity of responsibility / communication demonstrated by table of organization	0 - 5	
7. Overall Project Team Experience (30 points)			
a. Budget and Schedule Management	Performance in completing projects within original budget and schedule limitations	0 - 5	
b. Experience with Similar Project Type	Less than 4 projects (Low)	0 - 3	
	4 to 8 projects (Average)	4 - 6	
	More than 8 projects (High)	7 - 10	
c. Past Performance	Level of performance as indicated by past A/E evaluations / letters of reference	0 - 5	
d. Knowledge of State of Ohio Capital Project Administration Process	Less than 5 projects (Low)	0 - 3	
	5 to 10 projects (Average)	4 - 6	
	More than 10 projects (High)	7 - 10	
		Subtotal	

* LEED = Leadership in Energy & Environmental Design developed by the U.S. Green Building Council
 ** LEED AP = LEED Accredited Professional credential by the Green Building Certification Institute

Notes:

Evaluator:

Name _____

Signature _____ Date _____

