

March 30, 2021

**Resolution authorizing execution of an Agreement with Hammes Company Healthcare, LLC to provide Owner's Representation Services associated with the planning, design, and new construction of a mental health and addiction crisis center.  
(Alcohol, Drug & Mental Health) (\$2,715,939)**

**WHEREAS**, the Alcohol, Drug and Mental Health Board of Franklin County (ADAMH) and the Board of Commissioners, Franklin County, Ohio ("County") wish to secure the professional services of a qualified firm to provide Owner's Representation Services associated with the planning, design, and new construction of a mental health and addiction crisis center to be operated by ADAMH;

**WHEREAS**, Hammes Company Healthcare, LLC ("Hammes") in its response and subsequent scope review sessions exhibited itself as qualified to provide the scope of services as outlined in the Request For Qualifications No. 2020-03-27; and

**WHEREAS**, the parties wish to enter into a Franklin County Board of Commissioners Agreement for Owner's Representation Services (Construction Manager at Risk Involved), the "Agreement"; and

**WHEREAS**, the term of the Agreement shall be for the period beginning March 30, 2021 through completion; and

**WHEREAS**, the Agreement executed by Hammes and the County shall be the governing contract which is fully incorporated herein, and is binding on both parties; and

**WHEREAS**, Franklin County Public Facilities Management recommends the approval and execution of the Agreement; now, therefore,

BE IT RESOLVED BY THE BOARD OF COMMISSIONERS, FRANKLIN COUNTY, OHIO

1. That the attached Franklin County Board of Commissioners Agreement for Owner's Representation Services (Construction Manager at Risk Involved) with Hammes Company Healthcare, LLC in an amount not to exceed Two Million, Seven Hundred Fifteen Thousand, Nine Hundred Thirty-Nine Dollars (\$2,715,939) is hereby approved.
2. That the attached purchase order in the amount of \$1,392,000 that is individually described on the accompanying Auditor's Certificate is hereby approved.

SIGNATURE SHEET FOLLOWS

## OVERVIEW OF PROPOSED AGREEMENT

**Request For Qualifications No.:** 2020-03-27

**Project:** Franklin County Mental Health and Addiction Crisis Center

**Services:** Owner's Representation Services (Construction Manager at Risk Involved)

**Recommendation:** **Hammes Company Healthcare, LLC**  
1400 North Water Street, Suite 500  
Milwaukee, WI 53202

### Summary of Scope of Work:

**Objective:** The Board of County Commissioners, Franklin County, Ohio, in cooperation with the Alcohol, Drug and Mental Health Board of Franklin County (ADAMH), requested submittals from interested parties with proven experience to provide Owner's Representation services associated with the planning, design, and new construction of a mental health and addiction crisis center to be operated by ADAMH.

**Description of Project:** The Board of County Commissioners and ADAMH are interested in advancing the planning, design and construction of a new mental health and addiction crisis center to be operated by ADAMH. ADAMH has partnered with the County, with the Central Ohio Hospital Council (COHC), and with other community stakeholders to plan and prepare to design and construct the new crisis center. The crisis center will support adults in Franklin County experiencing, or at risk of experiencing, a crisis associated with their mental health and/or substance abuse disorder.

ADAMH and COHC are co-chairing the Franklin County Mental Health and Addiction Crisis Center Steering Committee, which is comprised of diverse community experts representing consumers of services and their families, advocates, hospitals, community providers, EMS, law enforcement, Franklin County, and the City of Columbus, amongst others, to identify key strategies and assist in providing recommendations for the crisis center.

The crisis center will serve as a preferred destination for mental health and addiction crisis services, and is intended to decompress hospital emergency departments, with the ability to facilitate medical clearances and patient transfers. In addition, the crisis center will provide an appropriate and efficient center for law enforcement to take individuals who will be properly treated at the crisis center, rather than transporting to the jail / corrections center for arrest.

The estimated total project budget, including Owner's Representation, planning and design, construction, fixtures, furnishings, equipment, technology needs, and contingency is initially estimated to be \$50 million. This estimate is based upon the projected volumes and intended service offerings, with approximately 72,000 square feet.

**Notable Responsibilities of the Owner's Representative:** Such responsibilities include, but are not limited to, the following:

- Facilitate the finalization and validation of site selection to meet the needs of the Crisis Center. The Owner's Representative will assist the County in identifying the optimal location based on building footprint, location of client needs, access to public transportation, central location, and other factors.
- Validate the estimated project budget.

- A Plan to facilitate local, minority-owned, women-owned, and small business participation in planning, design, and construction projects. The Owner's Representative will assist the Owner and ADAMH in setting an aspiration goal for Small and Emerging Businesses for the construction of the crisis center.
- Assist the County and ADAMH in developing a Program of Requirements based on all aspects discovered through the execution of the planning process.
- At the direction of the County, in cooperation with ADAMH, the Owner's Representative will develop, implement and manage a process to ensure that the design professional, the construction manager, and other parties stay focused.
- Attend some or all of a number of Workgroups, Steering Committee meetings, and other focused meetings to ensure alignment. This shall be at the direction of the Owner, in cooperation with ADAMH.
- Assist in the development of the bid documents, review, and selection of the design professional and construction manager at risk professional, as well as other professionals as needed.
- A Conceptual Planning Report.
- A Project Master Schedule of activities reflecting schedule milestones, summary elements, terminal elements and the roles and responsibilities of all project team participants.
- Facility Needs Assessment and Pre-Architectural Program of Requirements, developing a concept design, space program, and adjacency diagram identifying the key elements and size based on the projected population, programming, and bed requirements.
- A Comprehensive Project Budget and Cash-flow (Draw) Schedule for the design and construction of the proposed facility.
- An estimate of annual maintenance and operating costs for the facility.
- Generation of a Plan for Communication and Approvals.

**Basic Services Fee:**

\$1,988,939

For Basic Services provided by the Owner's Representative and all Consultants, the County shall pay the Owner's Representative a Basic Fee in the amount of One Million Nine Hundred Eighty-Eight Thousand Nine Hundred Thirty-Nine Dollars (\$1,988,939).

**Reimbursable Expenses:**

\$692,000

The Owner's Representative shall use its best efforts to minimize Reimbursable Expenses. In all events, total Reimbursable Expenses shall not exceed Six Hundred Ninety-Two Thousand Dollars (\$692,000).

**Additional Fees:**

\$35,000

The County shall pay the Owner's Representative the respective Additional Fees for the following Additional Services including Ginger Cunningham Additional Services Allowance of \$30,000 and Tracy Stocking Additional Services Allowance of \$5,000.

**Total Estimated Contract Amount:**

**\$2,715,939**

Franklin County Public Facilities Management recommends your approval of the award of this contract to Hammes Company Healthcare, LLC in an amount not to exceed Two Million Seven Hundred Fifteen Thousand Nine Hundred Thirty-Nine Dollars (\$2,715,939).



Darla Reardon, Director, PFM



Date



## COUNTY AUDITOR'S CERTIFICATE

I, Michael Stinziano, hereby certify that \$1,392,000 for Hammes Company Healthcare, LLC has been lawfully appropriated for such purpose pursuant to the approval of Commissioner Resolution # \_\_\_\_\_-21 and is in the County Treasury or in the process of collection to the credit of Fund 4075, Crisis Center Capital Fund, free from any previous encumbrance. This certificate is provided in compliance with Ohio Revised Code Section 5705.41.

\_\_\_\_\_  
Michael Stinziano, Franklin County Auditor

\_\_\_\_\_  
Date



**FRANKLIN COUNTY AUDITOR MICHAEL STINZIANO**

373 South High Street | 21st Floor | Columbus, Ohio 43215

T (614) 525.HOME | C (614) 219.9224 | [auditorstinziano@franklincountyohio.gov](mailto:auditorstinziano@franklincountyohio.gov) | [franklincountyauditor.com](http://franklincountyauditor.com)

PRINTED IN HOUSE





Franklin County PFM-OR-150CM

**Franklin County Board of Commissioners  
Agreement for Owner's Representation Services  
(Construction Manager at Risk Involved)  
January 2021 Edition**

This **AGREEMENT** for Owner's Representation Services, made as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2021 by and between Franklin County, Ohio (the "County"), through it's Board of County Commissioners, whose address is as follows:

Franklin County Board of Commissioners  
Franklin County Courthouse  
373 South High Street  
Columbus, Ohio 43215

and the Owner's Representative: Hammes Company Healthcare, LLC  
1400 North Water Street, Suite 500  
Milwaukee, WI 53202

Contact: Nancy Connolly, President

**WHEREAS**, it is the intention of the County to obtain owner's representation services for the following project:

The Project is: Franklin County Mental Health and Addiction Crisis Center

County Representative: ADAMH Board of Franklin County  
447 E. Broad Street  
Columbus, Ohio 43215

Contact: Jonathan Thomas

**WHEREAS**, this agreement has been authorized by Resolution No. \_\_\_\_\_, passed the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_, by the Franklin County Board of County Commissioners, Franklin County, Ohio; and

**WHEREAS**, unless adjusted as provided herein, all fees and reimbursable expenses payable to the Owner's Representative under this Agreement will not exceed Two Million Seven Hundred Fifteen Thousand Nine Hundred Thirty-Nine Dollars (\$2,715,939); and

**WHEREAS**, the Owner's Representative desires, and is capable, to provide owner's representation services for the Project;

**NOW, THEREFORE**, in consideration of the mutual promises herein contained, the County and the Owner's Representative agree as follow

## **1. RESPONSIBILITIES OF OWNER'S REPRESENTATIVE**

### **1.1 Owner's Representative's Services**

**1.1.1 Relationship; Timeliness; Standard of Care.** The Owner's Representative shall perform the Owner's Representative's services in accordance with professional and other applicable standards of skill, care and diligence in a timely manner in accordance with the Project Schedule and so that the Project shall be completed as expeditiously and economically as possible within the Construction Budget and in the best interests of the County.

**1.1.2 Scope of Services; Applicable Law.** The Owner's Representative shall provide services for the Project in accordance with the terms of this Agreement. The Owner's Representative shall provide such services in accordance with the terms and requirements of: (i) all applicable Sections of the Ohio Revised Code, (ii) all applicable state rules and regulations, (iii) all applicable federal and local statutes, ordinances, rules and regulations, (iv) the applicable Request for Qualifications for Owner's Representative Services for the Planning, Design, and Construction of a Franklin County Mental Health and Addiction Crisis Center (the "Announcement"), (v) the Owner's Representative's Technical Proposal for the Project (the "Technical Proposal"), and (vi) the County's Standards of Design, if any.

**1.1.3 Construction Budget.** The Detailed Estimate of Construction Cost as determined pursuant to Paragraph 2.4.3 shall establish the Construction Budget. Once established, the Construction Budget shall not be exceeded without the written consent of the County. The County shall provide written notice to the Owner's Representative of any change in the Construction Budget. It is recognized that the Owner's Representative, and the County do not have control over the cost of labor, materials or equipment, over Contractors' methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Owner's Representative cannot and does not warrant or represent that bids or negotiated prices will not vary from the Construction Budget or from any estimate of cost or evaluation prepared by or agreed to by the Owner's Representative.

**1.1.4 Representation Schedule.** Within thirty (30) days after the execution of this Agreement, the Owner's Representative shall submit to the County a Representation Schedule for the performance of the Owner's Representative's services which shall include allowances for reasonable periods of time required for the review and approval of items by the County and as applicable, for approvals of governmental authorities having jurisdiction over the Project. County acknowledges that the initial Representation Schedule is a reasonable estimate based on current information for the Project, but may require modification as the Project Schedule is finalized by the County, the Owner's Representative, the A/E, and the CMR. The Representation Schedule, when approved by the County, shall not be exceeded by the Owner's Representative without notice and adjustment of the Project Schedule approved by the County. The Owner's Representative shall assist the Construction Manager at Risk (hereinafter, the "Construction Manager") to incorporate the Representation Schedule into the Project Schedule. Once the Representation Schedule is

incorporated into the Project Schedule, the Representation Schedule shall not be exceeded or otherwise modified unless the Project Schedule is exceeded or requires modification through no fault of the Owner's Representative or with the approval of the County after notice.

1.1.5 Personnel. The identities of the principal persons, and the extent of their participation in, performing the Owner's Representative's services set forth as in the Technical Proposal shall not be altered without the written consent of the County.

1.1.6 Non-Discrimination. The Owner's Representative represents that the Owner's Representative is in compliance with all applicable equal employment opportunity requirements under federal and state law, including, but not limited to, Section 153.59 of the Ohio Revised Code, as applicable.

1.1.7 Consultants. The Owner's Representative may provide services through one or more consultants employed by the Owner's Representative (the "Consultants"), provided, however, the Owner's Representative shall remain responsible to the County for all duties and obligations of the Owner's Representative under this Agreement. Unless waived or otherwise modified in writing by the County upon written request of the Owner's Representative, no Consultant shall be retained upon terms inconsistent with this Agreement. The identity of any Consultant, and the extent of such Consultant's participation in, performing the Owner's Representative's services set forth as in the Technical Proposal shall not be altered without the consent of the County.

1.1.8 Drug-Free Workplace. The Owner's Representative shall make a good faith effort to ensure that no employee of the Owner's Representative will purchase, transfer, use or possess or be under the influence of alcohol or illegal drugs or abuse legally obtained drugs while on or about the Project. Except for the term "employee," terms in this Subparagraph are used as defined in Rule 123:1-76 of the Ohio Administrative Code.

1.1.9 Ethics. The Owner's Representative represents that it is familiar with all applicable ethics law requirements, including without limitation Sections 102.04 and 3517.13 of the Ohio Revised Code, and certifies that it is in compliance with such requirements.

1.1.10 Limitation of Authority. The Owner's Representative shall not have any authority to bind the County for the payment of any costs or expenses without the express written approval of the County. The Owner's Representative shall have authority to act on behalf of the County only to the extent provided herein. The Owner's Representative's authority to act on behalf of the County shall be modified only by a Modification in accordance with Subparagraph 9.5.2.

1.1.11 Approval or Disapproval of Owner's Representative's Services. The County shall have the right to reasonably disapprove any portion of the Owner's Representative's services, work, deliverables relating to the Project, including, Drawings prepared or reviewed by the Owner's Representative. In the event that any Phase of the Owner's Representative's services is disapproved by the County, the Owner's Representative shall proceed, when requested by the County, with revisions to the work, documents, Drawings, or other deliverable(s) prepared or performed by Owner's Representative for that Phase to attempt to satisfy the objections. The Owner's Representative acknowledges that any review or approval by the County of any services, work, documents, Drawings, or other deliverables prepared or performed by the Owner's Representative pursuant to this Agreement shall not relieve the Owner's Representative of the Owner's Representative's responsibility to properly and timely perform such services and work and to prepare such documents, Drawings, and other deliverables.

1.1.12 Unresolved Finding for Recovery. The Owner's Representative warrants and represents that, at the time of execution of this Agreement, the Owner's Representative is not subject to an unresolved finding for recovery under Section 9.24 of the Ohio Revised Code. If this

representation is deemed to be false, this Agreement is void and the Owner's Representative shall immediately repay to the County any and all funds which have been paid to the Owner's Representative under the terms of this Agreement.

## **2. SCOPE OF OWNER'S REPRESENTATIVE'S BASIC SERVICES**

### **2.1 General**

2.1.1 Basic Services to be provided by the Owner's Representative shall consist of all of the services listed and described in Paragraphs 2.1 through 2.7 of this Agreement. The Project involves six (6) separate phases. Owner's Representative shall provide the Basic Services described in Paragraphs 2.1 through 2.7 of this Agreement for each phase of the Project.

2.1.2 Meetings. The Owner's Representative shall schedule, conduct and participate in project meetings. The Owner's Representative shall prepare and distribute minutes of all project meetings to the Architect (hereinafter, the "Design Professional" or the Architect), the Construction Manager, the County and any other parties involved. The Owner's Representative shall participate in preconstruction, progress, quality control and special meetings with the Design Professional, the Construction Manager, the County, appropriate Consultants, the Contractors and any other parties involved in the Project to discuss such matters as procedures, progress, problems and scheduling. The Owner's Representative shall participate in partnering meetings with the Design Professional, the Construction Manager, the County, appropriate Consultants, the Contractors and other parties involved in the Project.

2.1.3 Government Approvals. The Owner's Representative shall identify and analyze requirements of governmental authorities having jurisdiction to approve design of the Project and participate in consultations with such authorities. At all appropriate times throughout the performance of the Basic Services, the Owner's Representative shall contact, meet, consult and otherwise coordinate with each of the various governmental and quasi-governmental entities with jurisdiction over the Project for the purpose of facilitating the design and construction of the project.

### **2.2 Predesign Phase (Program Validation)**

2.2.1 Selection of Architect. The Owner's Representative shall assist the County in the selection of the Design Professional by suggesting design criteria and developing a notice and request for qualifications in accordance with R.C. 153.65 to 153.71 for approval by the County, reviewing proposals from, interviewing and ranking design professionals on their qualifications in accordance with R.C. 153.65 to 153.71. The Owner's Representative shall provide to the County a written summary of comments on each design professional who submits their qualifications and shall provide the County with a written recommendation on the ranking of the design professionals. The Owner's Representative shall cooperate with the County in making any revisions to this Agreement necessary to coordinate the services to be performed by the Design Professional and assist the County in negotiating the Design Professional Agreement.

2.2.2 Selection of Construction Manager. The Owner's Representative shall assist the County in the selection of the Construction Manager by suggesting criteria and developing a notice and request for proposal in accordance with R.C. 9.33 to 9.333 for approval by the County, reviewing proposals from, interviewing and ranking construction managers on their qualifications in accordance with R.C. 9.33 to 9.333. The Owner's Representative shall provide to the County a written summary of comments on each construction manager who submits a proposal and shall provide the County with a written recommendation on the ranking of the construction managers. The Owner's Representative shall otherwise assist and cooperate with the County to coordinate

the services to be performed by the Construction Manager and assist the County in selecting a Construction Manager and negotiating the Construction Management Agreement.

**2.2.3 Program of Requirements.** The Owner's Representative shall develop a Project Proforma consistent with the requirements of Section 4.2.3 of the RFQ and a Program of Requirements consistent with the requirements of Section 4.2.3 of the RFQ. The Owner's Representative shall review and comment upon the Design Professional's preliminary evaluation of the Program of Requirements, schedule and budget requirements, including the Construction Budget, each in terms of the other. The Owner's Representative shall prepare a Conceptual Planning Report and otherwise satisfy the requirements of Section 4.2.3 of the RFQ.

**2.2.4 Approved Program of Requirements and Revisions.** The Owner's Representative shall assist the Construction Manager and the Design Professional to prepare, date and sign a revised Program of Requirements upon approval by the County (the "Approved Program of Requirements"). If any changes or adjustments to the Approved Program of Requirements are desired at any time after the Approved Program of Requirements has been approved by the County, the Owner's Representative shall assist the Construction Manager and the Design Professional to prepare a written amendment to the Approved Program of Requirements describing the changes or adjustments. The Approved Program of Requirements, as amended from time to time, shall determine the Scope of the Project.

### **2.3 Schematic Design Phase (Preliminary Drawings)**

**2.3.1 Review and Consultation.** The Owner's Representative shall review and comment upon (i) the Design Professional's further evaluation or refinement of the Approved Program of Requirements and the schedule and budget requirements, (ii) applicable statutes, ordinances, codes and regulations, including without limitation zoning, energy, handicap access, storm water runoff requirements, (iii) any reports, documents, or other data provided by the Design Professional, Consultant, or other person or entity relating to the Project. The Owner's Representative shall participate in consultations with governmental authorities having jurisdiction to approve design or construction of the Project or legal requirements applicable to the Project. For renovation or remodeling, the Owner's Representative shall review and comment upon the Design Professional's investigation of existing conditions and verification of the accuracy of information provided by the County about existing conditions as reasonably necessary and practical. The Owner's Representative will assist and coordinate with the County with respect to any need for the County to engage any other consultants or contractors with respect to the Project.

**2.3.2 Recommendations and Costs.** The Owner's Representative shall provide information and recommendations relating to value engineering, constructability, logistics, availability and suitability of materials, labor and systems, safety and security plans, quality control, time requirements for construction and factors related to the cost of the Project including costs of alternative designs or materials, preliminary budgets and possible economies.

**2.3.3 Preliminary Life Cycle Analysis.** The Owner's Representative shall review any alternative design concepts for a Preliminary Life Cycle Analysis prepared or to be prepared by the Design Professional and provide recommendations thereon about the matters listed in Subparagraph 2.3.2.

**2.3.4 Schematic Design Documents.** Upon completion of the Schematic Design Phase for each phase of the Project or appropriate portion thereof, the Owner's Representative shall assist the Construction Manager and the Design Professional to prepare and submit a Statement of Probable Construction Cost based on current area volume and other unit costs and a Preliminary Project Schedule, which shall incorporate the Representation Schedule (as described in Paragraph 1.1.4) and the Design Schedule (as described in the Announcement), for approval of the County.

2.3.5 Submittal to County. The Owner's Representative shall complete a Design Review Acceptance form, and submit it to the Construction Manager who shall attach a copy of the Statement of Probable Construction Cost and any report prepared pursuant to Subparagraph 2.3.5 to the form and deliver the form and attachments to the County for approval.

## 2.4 Design Development Phase (Basic Drawings)

2.4.1 Life Cycle Analysis. The Owner's Representative shall review any Life Cycle Cost Analysis and provide recommendations thereon about the matters listed in Subparagraph 2.3.2.

2.4.2 Design Development Documents. The Owner's Representative shall receive copies of all Design Development Documents from the Design Professional, review them and transmit to the County, the Construction Manager and the Design Professional any recommendations about the matters listed in Subparagraph 2.3.2.

2.4.3 Cost Estimate and Project Schedule. Upon completion of the Design Development Phase for each phase of the Project or appropriate portion thereof, the Owner's Representative shall assist the Construction Manager and the Design Professional to prepare and submit a Detailed Estimate of Construction Cost and a Project Schedule indicating milestone completion dates for approval by the County. In assisting to establish the Detailed Estimate of Construction Cost, the Owner's Representative shall include reasonable contingencies for design, bidding and price escalation and determine in conjunction with the Construction Manager, the Design Professional and the County the materials, equipment, component systems and types of construction to be included in the Contract Documents. The Owner's Representative, the Construction Manager and the Design Professional shall review any difference between the Statement of Probable Construction Cost and the Detailed Estimate of Construction Cost, identify reasons for any difference and recommend means to eliminate the difference, if necessary. The Owner's Representative, the Construction Manager, the Design Professional and the County shall agree upon the means to eliminate any difference between the Statement of Probable Construction Cost and the Detailed Estimate of Construction Cost, and the Owner's Representative shall assist the Construction Manager to prepare a report describing the agreed upon means. The Owner's Representative, the Construction Manager and the Design Professional shall review any differences between the Preliminary Project Schedule and the Project Schedule, identify reasons for the differences and recommend whether the differences should be eliminated and, if necessary, means to eliminate the differences. If the Owner's Representative, the Construction Manager, the Design Professional and the County agree to eliminate any such differences, the Owner's Representative shall assist the Construction Manager to prepare a report describing the agreed upon means. The Owner's Representative, the Construction Manager, the Design Professional and the County shall make any necessary amendments to the Approved Program of Requirements in accordance with Subparagraph 2.2.4.

2.4.4 Submittal to the County. The Owner's Representative shall complete a Design Review Acceptance form and submit it to the Construction Manager who shall attach a copy of the Project Schedule, the Detailed Estimate of Construction Cost and any report prepared pursuant to Subparagraph 2.4.3 to the form and deliver the form and attachments to the County for approval.

## 2.5 Construction Documents Phase (Construction Drawings and Specifications)

2.5.1 Drawings and Specifications. The Owner's Representative shall assist the Construction Manager to prepare the Scope of Work for inclusion by the Design Professional in the Drawings and Specifications with the approval of the County to facilitate the bidding and awarding of Contracts, taking into consideration factors including, but not limited to, time of performance, availability of labor, overlapping trade jurisdictions, involvement of minority, disadvantaged and female business enterprises, provision of training for start-up and maintenance, provision of

operation and maintenance manuals and provisions for temporary facilities, and to eliminate areas of conflict and overlapping in the Work to be performed by the various Contractors. The Owner's Representative shall receive copies of all Drawings and Specifications from the Design Professional, review them and transmit to the County any recommendations thereon about the matters listed in Subparagraph 2.3.2 and possible Alternates.

**2.5.2 Revisions to Cost Estimate and Project Schedule.** The Owner's Representative shall inform the Construction Manager, the Design Professional, and the County of the need for any changes in Project requirements or in construction materials, systems or equipment as the Drawings and Specifications are developed and of the need for any adjustments in the Detailed Estimate of Construction Cost and the Project Schedule. Upon approval of the County of any such changes or adjustments, the Owner's Representative shall assist the Construction Manager to prepare a revised Detailed Estimate of Construction Cost or a revised Project Schedule, as applicable, incorporating such changes or adjustments. The Owner's Representative shall complete a Design Review Acceptance form and submit it to the Construction Manager who shall attach a copy of the revised Detailed Estimate of Construction Cost or the revised Project Schedule, as applicable and deliver the form and attachments to the County for approval.

**2.5.3 Bidding Documents.** The Owner's Representative shall assist the Construction Manager, the Design Professional and the County in the preparation of documents necessary for bidding of Contracts, including without limitation bidding information and instructions, estimates of cost, Notices to Bidders, Bid Forms and Special Conditions.

**2.5.4 Government Approvals.** The Owner's Representative shall cooperate with the Design Professional in submitting to the appropriate review authority such sets of the Drawings and Specifications as may be required for approval, together with any necessary completed applications and all required fees. The Owner's Representative shall assist the Design Professional to secure any necessary National Pollution Discharge Elimination County Storm Water General Permit by submitting a notice of intent application form to the Ohio Environmental Protection Agency at least forty-five (45) days prior to the commencement of the Construction Phase, to prepare and certify a storm water pollution prevention plan to provide sediment and erosion controls at the Project and to prepare and process the required notice of termination prior to Contract Completion. In addition, the Owner's Representative shall cooperate with the Design Professional with filing of documents required for the approval of governmental authorities having jurisdiction over the Project.

**2.5.5 Additional Filings.** Upon approval of the Building Department of the Drawings and Specifications, the Owner's Representative shall receive from the Design Professional one (1) set of corrected copies of the Drawings and Specifications and a copy of the documents bearing approval stamps of the Building Department, as applicable.

**2.5.6 Special Items.** The Owner's Representative shall attend any necessary meetings with the Construction Manager, the Design Professional and the County and provide recommendations and information to the Construction Manager, the Design Professional and the County for discussion at such meetings regarding the assignment of responsibilities for refuse removal and for safety precautions and programs; temporary Project facilities and utilities, weather protection, fire protection and scaffolding; and equipment, materials and services for common use of Contractors, if any. The Owner's Representative shall also review the Contract Documents and other contracts and documents to assist the Construction Manager in verifying that the contracts and other documents are consistent with the requirements and assignment of responsibilities in the Contract Documents.

**2.5.7 Labor Recommendations.** The Owner's Representative shall assist the Construction Manager in providing to the Design Professional and the County an analysis of the types and

quantities of labor required for the Project, reviewing the availability of appropriate categories of labor required for all Contracts and making recommendations for actions designed to minimize adverse effects of labor shortages.

**2.6 GMP Proposal and Amendment Phase (Bidding Assistance and Recommendation)**

**2.6.1 Obtaining Bids.** The Owner's Representative shall assist the Construction Manager with the development of, and make recommendations for, bidding criteria, bidding schedules and bidding information and shall develop Bidders' interest in the Project.

**2.6.2 Prebid Conferences.** The Owner's Representative shall assist the Construction Manager in conducting prebid conferences with prospective Bidders to familiarize Bidders with the Contract Documents, any special requirements of the Contract Documents and equal employment opportunity, set aside and prevailing wage requirements. The Owner's Representative shall assist the Construction Manager to obtain responses from the Design Professional to all questions at prebid conferences and review Addenda prepared by the Design Professional to incorporate those responses. The Owner's Representative shall assist the Construction Manager to prepare a record of the questions and answers discussed at the prebid conferences which shall be used by the Design Professional to prepare Addenda.

**2.6.3 Bid Packages.** The Owner's Representative shall assist the Construction Manager and the County in obtaining all necessary prevailing wage determinations. The Owner's Representative shall assist the Construction Manager in assembling the Contract Documents into appropriate packages.

**2.6.4 Bid Review.** The Construction Manager, with the assistance of the Owner's Representative, shall review all bids received for responsiveness, participate in investigating the responsibility of Bidders and deliver a written recommendation to the County about the award of, or rejection of, any bid or bids for each Contract for the Project in accordance with applicable law. In making the recommendation, the Construction Manager and the Owner's Representative shall evaluate all applicable Alternates referenced in the Contract Documents.

**2.6.5 Bid Substitutions.** Substitutions contained in the bid of any Bidder shall not be considered by the Owner's Representative in recommending the award of any Contract unless those substitutions were requested by the Bidder and approved by the County prior to receipt of the bid.

**2.6.6 Pre-award Conferences.** The Construction Manager, with the assistance of the Owner's Representative, shall conduct pre-award conferences with apparently successful Bidders and shall gather documentation for contract execution from such Bidders. Upon the failure of a Bidder to provide such documentation in a timely manner, the Construction Manager and the Owner's Representative shall assist the County in considering whether an extension of time for submitting such documentation is appropriate.

**2.6.7 Subcontractor and Material Supplier Review.** The Owner's Representative, based upon review of the Contract Documents, any past experience and reasonable inquiry, shall participate in investigating any Contractor, Subcontractor or Material Supplier proposed by Construction Manager or any Contractor and recommend approval or disapproval.

**2.6.8 Over Budget Options.** If the Construction Budget is exceeded by the total of the lowest and best bids and any legally negotiated prices for the Project, the County shall, at its sole option (1) approve in writing an increase in the Construction Budget; (2) authorize re-bidding or re-negotiation for some or all parts of the Project within a reasonable time without an increase in the Construction Budget; (3) abandon the Project, in whole or in part, and terminate this Agreement in accordance with Subparagraph 8.1.2 or Subparagraph 8.1.4, as applicable; or (4) cooperate in the revision of



the Scope of the Project as defined in Subparagraph 2.2.2 to reduce the actual cost of construction to the Construction Budget. If the County adopts option (1) and such increase in the Construction Budget is more than ten percent (10%), the Owner's Representative may request, in writing, an adjustment to the Basic Fee in accordance with Subparagraph 5.4.5. If the County adopts option (2), (3) or (4), the Owner's Representative shall modify the Approved Program of Requirements, the Project Schedule and the Contract Documents and assist with conducting and cooperate in any necessary bidding or negotiation without additional charge.

**2.6.9 Further Revisions to Cost Estimate and Project Schedule.** If necessary, the Owner's Representative shall inform the Construction Manager and the County of the need for any adjustments in the Detailed Estimate of Construction Cost and the Project Schedule. Upon approval of the County of any such adjustments, the Owner's Representative shall assist the Construction Manager in preparing a revised Detailed Estimate of Construction Cost or a revised Project Schedule, as applicable, incorporating such adjustments and delivering the revised Detailed Estimate of Construction Cost or Project Schedule to the County for approval.

**2.6.10 Contract Execution Notices.** The Owner's Representative shall assist the Construction Manager and County as needed in the preparation and issuance of Notices of Award and Notices to Proceed, preparation and execution of the Construction Contracts, preparation and issuance of Notices to Surety and the Notice of Commencement.

## **2.7 Construction Phase (Administration of Construction)**

**2.7.1 Duration; Extent, Access.** The Construction Phase will commence with the execution of a Guaranteed Maximum Price Amendment or other agreement with the Construction Manager for the construction of the Project and will terminate upon Final Acceptance of the Project by the County. The Owner's Representative shall provide its services during the Construction Phase to assist the County in complying with its contractual obligations under the Construction Management Agreement between the Construction Manager and the County and the other Contract Documents. The Owner's Representative shall at all times have access to the Project whenever any Work is in preparation or in progress.

**2.7.2 Duties Generally.** The Owner's Representative shall make scheduled bi-monthly site review visits to the Project and such additional site review visits, as directed by the County, to (i) assist the Construction Manager to investigate existing conditions at the Project and verify information furnished by the County, (ii) observe the status of the Work and the quality of workmanship, (iii) evaluate and substantiate costs incurred, estimated costs, and the adequacy of balances to complete, and (iv) review and analyze the status of construction completion and the matters listed in Subparagraph 2.3.2. Following each visit, a written report will be submitted by the Owner's Representative to the Construction Manager, the Design Professional and the County. The reports shall contain, at least, the following information:

2.7.2.1 Description of conflicts, deficiencies and omissions between the Work observed in place and the terms or requirements of the Contract Documents. In addition, outstanding defects or deviations noted in previous reports will be described, noting the correction or resolution, if any.

2.7.2.2 Description of the progress of the Work and Project to date in relation to the Project Schedule, noting concerns or issues with sequencing or completion timing and assisting with updating of the Project Schedule.

2.7.2.3 Review of existing and ongoing soils, structural steel, concrete, and other testing results (as prepared by others) for compliance with the Contract Documents and description of the effect, if any, upon the use of the structure in the event of a deficiency.

2.7.2.4 Notification to the County of Defective Work and of deviations from the Contract Documents observed, and description of any corrective action recommended or taken.

2.7.2.5 Review of the progress of the Work to date to evaluate whether the Work has been generally accomplished in a good and workmanlike manner and is in general conformity with the requirements and intent of the Contract Documents.

2.7.2.6 Review and evaluation of Bulletins, Change Orders, Shop Drawings Samples, and other submittals.

2.7.2.7 Provision of quality, labeled, color photographs within reports to demonstrate matters set forth in reports.

2.7.2.8 Review and evaluation of Applications for Payment and related submittals and provision of an opinion to the County as to the appropriateness of each Application with respect to progress of the Work and Project.

2.7.2.9 Review and evaluation of safety programs developed the Construction Manager and others, noting any deficiencies in the implementation of such programs.

2.7.2.10 Review compliance with insurance requirements in Contract Documents and agreements with Design Professional, Consultants, and others.

Knowledge of matters observed by the Owner's Representative shall be imputed to the County only to the extent set forth in one or more written reports the Owner's Representative submits to the County.

2.7.3 Partial Occupancy. The Owner's Representative shall assist the Construction Manager and the County in determining dates of Partial Occupancy of the Work or portions thereof designated by the County and shall assist in obtaining any necessary temporary occupancy certificate or other required certificate or permit from any applicable government authority. The Owner's Representative shall review any lists prepared by the Design Professional of incomplete or unsatisfactory Work and assist the Construction Manager to prepare schedules for the completion and correction of such Work. The Owner's Representative shall review Contractor Punch Lists and Design Professional Punch lists, evaluate whether the Punch lists are complete and correct based upon the last visit of the Owner's Representative to the Project site and assist the Construction Manager with Final Inspections.

2.7.4 Contractor Claims. The Owner's Representative shall review and evaluate claims from the Construction Manager, the Design Professional, Consultants, and others for additional compensation and equitable adjustment of compensation, and shall deliver a written recommendation to the County about each claim. Owner's representative shall attend and assist and support the County at any dispute resolution meetings and other proceedings related to each claim.

2.7.5 Contractor Responsibilities. The Owner's Representative shall not be responsible for and shall not have control or charge of construction means, methods, techniques, sequences, procedures or scheduling used by Construction Manager to comply with the Construction Manager's obligations under its Contract for the Project or for safety precautions and programs in connection with the Work on the Project. The Owner's Representative shall not be responsible for or have control or charge over the acts or omissions of Construction Manager, the Architect or Design Professional, any Contractors or Subcontractors, any of their respective agents or employees, or any other persons or entities performing any Work or other services relating to the Project.

2.7.6 One Year Warrantee Inspection. One month prior to the expiration of the one-year period for correction of the Work under the County's Contract with the Construction Manager, the Owner's Representative shall participate in a walkthrough of Project with the County. The Owner's Representative shall consult with the County to address any issue identified in the walkthrough according to the procedures specified in the Contract with the Construction Manager.

### **3. ADDITIONAL SERVICES**

#### **3.1 General**

3.1.1 The following services are Additional Services which are not included in Owner's Representative's Basic Services and shall be provided and compensable only if approved by the County in writing prior to Owner's Representative providing the Additional Services. The following services shall be paid for as provided in this Agreement in addition to the compensation for Basic Services; provided, however, the Owner's Representative shall not be compensated for any of the following services made necessary by the act or omission of the Owner's Representative or any Consultant.

3.1.2 Specialized Services. Providing specialized design and engineering services, including without limitation such services for acoustics, computers, communications, fixtures, furnishings and equipment.

3.1.3 Additional On-Site Services. Providing administration or observation of construction beyond those services to be provided as Basic Services pursuant to Subparagraph 2.7..

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

3.1.5 Special Studies. Providing planning, site evaluations, environmental studies, or comparative studies of prospective sites, and preparing special surveys, studies and submissions required for approval of governmental authorities or others having jurisdiction over the Project.

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

3.1.7 Replacement Work. Providing consultation concerning replacement of any Work on the Project damaged by fire, casualty or other cause not due to negligence of the Owner's Representative or any Consultant and furnishing services as may be required in connection with the replacement of such Work.

#### **4. RESPONSIBILITIES OF THE COUNTY**

4.1 Required Actions. The County shall review, approve or take such actions as are required of the County by this Agreement, the Contract Documents and applicable law in a reasonable and timely manner.

4.2 Instructions to Contractors. All instructions of the Owner's Representative to Contractors shall be through, or in consultation with, the Construction Manager, with notice to the Design Professional and the County.

4.3 County's Requirements. The County shall provide full information regarding its requirements for the Project including without limitation a list of requirements which shall set forth the County's design, time and financial objectives, constraints and criteria, including space requirements and relationships, flexibility and expandability, time constraints imposed by fiscal and budgetary considerations, special equipment and systems and site requirements.

4.3.1 Other Agreements. The County shall provide a copy of the Design Professional's Agreement for Professional Design Services and of the Agreement for Construction Management Services to the Owner's Representative upon request.

4.3.2 County's Representative. The County will designate the Owner's Representative as the Owner's Representative under the Contract with the Construction Manager. If the County changes the Owner's Representative, the County shall notify the Construction Manager of such change in writing.

4.4 Site Description. If reasonably requested by the Owner's Representative as necessary for the Project, the County shall furnish a legal description and a certified land survey of the site, giving, as applicable, grades and lines of streets, alleys, pavements and adjoining property; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and complete data pertaining to existing building, other improvements and trees; and full information concerning available service and utility lines both public and private, above and below grade, including inverts and depths. The Owner's Representative shall be entitled to rely upon the accuracy and completeness of information provided by the County under this Paragraph.

4.5 Notice to Owner's Representative. If the County observes or otherwise becomes aware of any Defective Work or other fault or defect in the Work or Project, prompt notice thereof shall be given to the Owner's Representative.

4.6 Legal Representation. The County shall not be responsible to provide, or pay for, any legal representation of the Owner's Representative.

#### **5. COMPENSATION**

5.1 Total Compensation. The total compensation of the Owner's Representative and all Consultants shall consist of the Basic Fee, any Additional Fees, and Reimbursable Expenses.

5.2 Basis of Compensation

5.2.1 Basic Fee. For Basic Services provided by the Owner's Representative and all Consultants, the County shall pay the Owner's Representative a Basic Fee in accordance with Paragraph 5.3 hereof in the amount of One Million Nine Hundred Eighty-Eight Thousand Nine Hundred Thirty-

Nine Dollars (\$1,988,939) A change in the Basic Fee may be made only by a Modification in accordance with Subparagraph 9.5.2.

5.2.1.1 Extent of Basic Fee. The Owner's Representative's Basic Fee includes all compensation for Basic Services, including without limitation, for salaries or other compensation of the Owner's Representative's employees at the principal office, branch offices and the field office, general operating expenses of the Owner's Representative's principal office, branch offices and the field office, any part of the Owner's Representative's capital expenses, including interest on the Owner's Representative's capital employed for the Project, overhead or expenses of any kind, except Reimbursable Expenses, any costs incurred due to the negligence of the Owner's Representative, the Owner's Representative's general advertising, federal, state or local income, sales or other taxes, state franchise taxes and qualification fees, and membership in trade, business or professional organizations.

5.2.2 Additional Fees. The County shall pay the Owner's Representative the respective Additional Fees for the following Additional Services:

<u>Additional Service</u>	<u>Additional Fee</u>
<u>A. Ginger Cunningham Additional Services Allowance</u>	<u>\$30,000 (150 hours @ \$200/hr.)</u>
<u>B. Tracy Stocking Additional Services Allowance</u>	<u>\$5,000 (25 hours @ \$200/hr.)</u>

5.2.2.1 Other Additional Services. For other Additional Services provided by the Owner's Representative and any Consultants in accordance with Article 3, the County shall pay the Owner's Representative Additional Fees in an amount negotiated to the mutual reasonable satisfaction of the County and the Owner's Representative, but in all events, such Additional Fees shall not exceed two and one-half (2.5) times the Direct Personnel Expense incurred by the Owner's Representative and any applicable Consultant in providing those Additional Services. Except for the Additional Services and Additional Fees listed above, Additional Services and any Additional Fees may be approved only by a Modification in accordance with Subparagraph 9.5.2. The Owner's Representative, with the prior written consent of the County, may provide Additional Services through one or more Consultants.

5.2.2.2 Direct Personnel Expense. Direct Personnel Expense shall mean the portion of direct salaries and wages of all personnel of the Owner's Representative or any Consultants, as applicable, including professional, technical, management, administrative and clerical employees, and principals engaged on the Project related to their time devoted to the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto such as employment taxes and other statutory employee benefits, social security contributions, insurance, sick leave, holidays, vacations, pensions, profit sharing and similar benefits related to their time devoted to the Project.

5.2.3 Reimbursable Expenses. Reimbursable Expenses means actual expenditures incurred by the Owner's Representative or its Consultants in the interest of the Project and approved by the County. Reimbursable Expenses include, but are not limited to, fees for reproduction of

Construction Documents for distribution to Bidders, building permits, soil or other testing or special inspections, printing, postage, travel and lodging, and, if requested by the County, Project Professional Liability Insurance. Any reimbursable expense that exceeds Five Hundred Dollars (\$500) shall require written pre-approval by the County. Owner's Representative shall provide a written receipt or other written proof of payment of the reimbursable expense by the Owner's Representative in order to be reimbursed by the County. No other expenditures shall be Reimbursable Expenses unless so provided in a Modification in accordance with Subparagraph 9.5.2.

5.2.3.1 Limits. The Owner's Representative shall use its best efforts to minimize Reimbursable Expenses. In all events, total Reimbursable Expenses shall not exceed Six Hundred Ninety-Two Thousand Dollars (\$692,000), without the written approval of the County and a Modification in accordance with Subparagraph 9.5.2. Reimbursable Expenses for the following items shall not exceed the respective amounts:

<u>Item</u>	<u>Amount</u>
<u>A. Tracy Stocking Travel and Lodging</u>	<u>\$5,000</u>
<u>B. Printing</u>	<u>\$2,000</u>
<u>C. Third Party Testing (Soil, Concrete, Steel)</u>	<u>\$150,000</u>
<u>D. Exterior Envelope Inspection</u>	<u>\$25,000</u>
<u>E. MEP Commissioning</u>	<u>\$75,000</u>
<u>F. Permits and Zoning Fees</u>	<u>\$25,000</u>
<u>G. Water Tap Fee</u>	<u>\$110,000</u>
<u>H. Sewer Tap Fee</u>	<u>\$300,000</u>

### 5.3 Method and Terms of Payment

5.3.1 Basic Fee. Payment of the Basic Fee shall be made monthly in proportion to services performed in each Phase in accordance with the following percentages of the Basic Fee:

Predesign Phase	10%
Schematic Design Phase	5%
Design Development Phase	10%
Construction Documents Phase	10%
GMP Proposal and Amendment Phase	5%
Construction Phase	55%
Project Close-out	5%

Any balance of the final 5% of the Basic Fee shall be paid upon Project Close-out as follows: one-half after preparation of all Punch-Lists and one-half after completion of all Punch-List items to the reasonable satisfaction of the County and receipt of Project Record Submittals by the County as provided in this Agreement. The County may waive the withholding of any final balance or part thereof, if Owner's Representative has performed to the reasonable satisfaction of the County. Payment of the last twenty percent (20%) of the Basic Fee for the Predesign Phase, the Schematic Design Phase, the Design Development Phase, the Construction Documents Phase, and the GMP Proposal and Amendment Phase shall be made only after all documents and Drawings required for the respective Phase have been submitted to the County, as applicable, in form and substance reasonably satisfactory to the County. The Basic Fee, including without limitation the final 5% thereof, shall be subject to all setoffs in favor of the County for claims against the Owner's Representative. Payments for Basic Services shall be based upon a properly completed Owner's Representative's Pay Request and shall be made within the applicable time limits provided by Section 126.30 of the Ohio Revised Code.

**5.3.2 Additional Fees, Reimbursable Expenses.** Payments of Additional Fees for Additional Services in accordance with Article 3 and Subparagraph 5.2.2 and for Reimbursable Expenses as set forth in Subparagraph 5.2.3 shall be made monthly based upon services performed or expenses incurred, as applicable, and as shown by a properly completed Owner's Representative's Pay Request.

**5.3.3 Payments by Owner's Representative.** Within ten (10) business days of receipt of payment made pursuant to this Agreement, the Owner's Representative shall pay all portions thereof due to Consultants and to persons who provided items the expenses of which are Reimbursable Expenses.

**5.3.4 Compensation for Extension of Project Time.** If the Owner's Representative notifies the County not less than thirty (30) days prior to the time for completion of the Project set by the Project Schedule approved pursuant to Subparagraph 2.4.4, that such time for completion is reasonably expected to be exceeded by more than ten percent (10%) through no fault of the Owner's Representative, the compensation, if any, for Basic Services to be rendered during such extended period shall be negotiated to the mutual reasonable satisfaction of the County and the Owner's Representative. If, as a result of such negotiation, the County agrees that the Owner's Representative shall be paid additional compensation, a Modification to that effect shall be executed in accordance with Subparagraph 9.5.2 before the Owner's Representative renders any services made necessary by such extension of the time of completion, unless otherwise agreed in writing by the County.

**5.3.5 Compensation for Change of Scope of Project or Construction Budget.** The Scope of the Project is defined by the Approved Program of Requirements as provided in Subparagraph 2.2.2. The Construction Budget is defined in Subparagraph 1.1.3. If the County materially changes the Scope of the Project after the Schematic Design Phase or the Construction Budget at any time after the execution of this Agreement through no fault of the Owner's Representative, any necessary adjustment in the compensation of the Owner's Representative shall be negotiated to the mutual reasonable satisfaction of the County and the Owner's Representative. If, as the result of such negotiation, the County agrees that the Owner's Representative shall be paid additional compensation, a Modification to that effect shall be executed in accordance with Subparagraph 9.5.2 before the Owner's Representative renders any services made necessary by such change in the Scope of the Project or the Construction Budget, unless otherwise agreed in writing by the County.

## 6. INSURANCE AND INDEMNIFICATION

### 6.1 Insurance

6.1.1 Workers' Compensation and Liability Insurance. Except when a modification is requested in writing by the Owner's Representative and approved in writing by the County, the Owner's Representative shall carry and maintain at the Owner's Representative's cost, with companies authorized to do business in Ohio, all necessary liability insurance (which shall include as a minimum the requirements set forth below) during the term of this Agreement:

- a. Workers' Compensation and employer's liability insurance to the full extent as required by applicable law;
- b. Commercial general liability coverage for bodily injury and property damage, including limited contractual liability coverage, in not less than the following amounts:
  - i. General Aggregate Limit:  
\$2,000,000 each occurrence;
  - ii. Each Occurrence Limit:  
\$1,000,000 each occurrence; and
- c. Commercial automobile liability coverage, including non-owned and hired, in an amount not less than \$1,000,000.

The Owner's Representative shall name the County as an additional insured under the commercial general liability and commercial automobile liability insurance policies described in this Paragraph. The Owner's Representative shall provide copies of insurance policies, including declarations pages, endorsements, and amendments, for all insurance described in this Paragraph to the County upon request. All insurance provided by The Owner's Representative pursuant to this Paragraph shall: (i) be primary and non-contributory to any insurance of the County; and (ii) provide for a waiver of subrogation in favor of the County. All insurance policies shall be issued by companies lawfully authorized to write insurance under the laws of the jurisdiction where the Project is located and having a financial strength rating of not less the "A-" and VIII as assigned by A.M. Best, or equivalent rating assigned by a similar rating agency acceptable to the County.

6.1.2 Owner's Protective Professional Indemnity Insurance. For all projects with a construction budget of \$5,000,000 or more, the County will obtain OPPI ("Owner's Protective Professional Indemnity") coverage lying excess over all underlying Owner's Representative liability policies. All Owner's Representatives must maintain professional liability insurance as required in 6.1.3.

6.1.3 Professional Liability Insurance. The Owner's Representative shall maintain Professional Liability Insurance to protect against claims arising from the performance of the Owner's Representative's professional services caused by any negligent acts, errors or omissions for which the Owner's Representative is legally liable. Such Professional Liability Insurance shall be in an amount not less than \$1,000,000 per claim and in the annual aggregate. The Owner's Representative shall keep such insurance in effect for so long as the Owner's Representative may be held liable for its performance of professional services for the Project or a minimum of at least 5 years after project completion. If the Professional Liability Insurance is written on a claims-made basis, such insurance shall have a retroactive date no later than the date on which the Owner's Representative commenced to perform services relating to the Project. The insurance company issuing the Professional Liability Insurance policy must be authorized to do business in Ohio and



have a rating of at least A status as noted in the most recent edition of the Best's Insurance Reports.

6.1.4 Certificates. The Owner's Representative shall provide the County with certificates of insurance evidencing the required coverages and amounts, including without limitation any certificates of renewal of insurance. The certificates of insurance shall contain a provision that the policy or policies will not be canceled without thirty (30) days' prior written notice to the County.

## 6.2 Indemnification

6.2.1 Indemnification by Owner's Representative Generally. To the fullest extent permitted by law, the Owner's Representative shall and does agree to indemnify and hold harmless the County and the members of the County's boards or commissions, and the County's trustees, directors, officers, volunteers, employees and representatives from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses (including attorney's fees and other costs of defense), of any nature, kind or description, which (a) arise out of, are caused by or result from performance of the Owner's Representative's services hereunder and (b) are attributable to bodily injury, personal injury, mental anguish or shock, sickness, disease, disability or death of any person, or to damage to or destruction of property, including the loss of use and consequential damages resulting therefrom, but (c) only to the extent they are caused by any negligent acts, errors or omissions of the Owner's Representative, anyone directly or indirectly employed by, or anyone by the direction of the Owner's Representative, anyone for whose acts the Owner's Representative may be liable by virtue of a written contract or agreement, or anyone for whose acts the Owner's Representative is legally liable. This Subparagraph is intended to be, and shall be construed as consistent with, and not in conflict with, Section 2305.31 of the Ohio Revised Code.

6.2.2 Intellectual Property Indemnification. To the fullest extent permitted by law, the Owner's Representative shall and does agree to indemnify and hold harmless the County and its members, trustees, officers, employees and representatives from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses (including attorney's fees and other costs of defense), of any nature, kind or description, which result from any claimed infringement of any copyright, patent or other intangible property right caused by the Owner's Representative, anyone directly or indirectly employed by the Owner's Representative or anyone for whose acts the Owner's Representative is legally liable. The Owner's Representative shall not be required to indemnify and hold harmless such persons for such matters when the claimed infringement occurs in materials provided by the County.

## 7. DISPUTE RESOLUTION PROVISIONS

7.1 Mediation. Instead of, or in addition to, the procedures set forth below, the County and the Owner's Representative may, with the consent of both parties, which consent may be withheld by either party for any reason, and by written agreement, submit any claims, requests, disputes or matters in question between or among them to mediation upon such terms as shall be mutually agreed to by the parties.

7.2 Notice and Filing of Requests. Any request by the Owner's Representative for additional fees or expenses shall be made in writing to the County and filed prior to payment of the final 5% of the Basic Fee. Failure of the Owner's Representative to timely make such a request shall constitute a waiver by the Owner's Representative of any request for such fees and expenses.

7.3 Request Information. In every written request filed pursuant to Paragraph 7.2, the Owner's Representative shall provide the nature and amount of the request; identification of persons, entities and events responsible for the request; activities on the Project Schedule affected by or relating to the request or new activities created by any delay and the relationship with existing activities; anticipated duration of any delay; and recommended action to avoid or minimize any future delay.

7.4 Meeting with County Representative. If the Owner's Representative submits a written request to the County pursuant to Paragraph 7.2, the County's Project Representative shall, within thirty (30) days of receipt of the request, schedule a meeting in an effort to resolve the request and render a decision on the request promptly thereafter or render a decision on the request without a meeting, unless a mutual agreement is made to extend such time limit. The meeting scheduled by the County's Project Representative shall be attended by persons expressly and fully authorized to resolve the request on behalf of the Owner's Representative.

7.5 Appeal to County Administrator. If the efforts of the County's Project Representative do not result in the resolution of the request, the Owner's Representative may notify and appeal to the County Administrator (the "Administrator") in writing. Within thirty (30) days of receipt of the Owner's Representative's notice of appeal, the County Administrator shall schedule a meeting and render a decision on the appeal promptly thereafter or render a decision on the appeal without a meeting, unless a mutual agreement is made to extend such time limit. The purpose of such a meeting shall be to make an effort to resolve the matters in dispute and shall be attended by persons expressly and fully authorized to resolve the matters on behalf of the Owner's Representative. Chapter 119 of the Ohio Revised Code shall not be applicable to any proceedings of the Director.

7.6 The decision of the County Administrator shall be the final and conclusive determination of the County.

7.7 Delegation. No provision of this Article shall prevent the County Administrator from delegating the duties or authorities of the Administrator to any other person selected at the discretion of the Administrator.

7.8 Performance. The Owner's Representative shall proceed with the Owner's Representative's performance of this Agreement during the pendency of any dispute or dispute resolution process, unless otherwise agreed by the Owner's Representative and the County in writing. The County shall continue to make payment, in accordance with this Agreement, of any amounts not in dispute pending final resolution of any dispute in accordance with this Article.

## **8. TERMINATION AND REMEDIES**

### **8.1 Termination of Agreement**

8.1.1 Means of Termination. This Agreement may be terminated by the County for cause upon seven (7) days written notice should the Owner's Representative fail to perform in accordance with the terms of this Agreement. This Agreement may be terminated by the County without cause upon thirty (30) days written notice to the Owner's Representative. This Agreement may be terminated at any time upon the mutual written consent and agreement of the County and the Owner's Representative.

8.1.2 Owner's Representative's Remedies Upon Termination by County Without Cause. In the event of a termination of this Agreement by the County which is not due to the failure of the Owner's Representative to perform in accordance with the terms of this Agreement, the Owner's

Representative shall be compensated for all Basic Services of a completed Phase performed prior to the termination date in accordance with the percentages set forth in Subparagraph 5.3.1, together with Reimbursable Expenses incurred prior to the termination date. In such event of a termination by the County without cause, for services rendered prior to the termination date in an uncompleted Phase and for Additional Services, the Owner's Representative shall receive compensation for services performed prior to termination consistent with the Representation Schedule, together with Reimbursable Expenses incurred prior to the termination date.

**8.1.3 Owner's Representative's Remedies Upon Termination by County for Cause.** In the event of a termination of this Agreement which is due to the failure of the Owner's Representative to perform in accordance with the terms of this Agreement, the Owner's Representative shall be compensated only for Basic Services performed and paid for prior to the termination date in accordance with the percentages set forth in Subparagraph 5.3.1, together with Additional Services completely performed prior to the termination date. In such event, the Owner's Representative shall be reimbursed only for Reimbursable Expenses incurred prior to the date of the notice of termination, unless the County consents in writing to the payment of Reimbursable Expenses incurred after that date. Notwithstanding the foregoing, Owner's Representative shall not be entitled to any compensation under this Paragraph to the extent that the breach of this Agreement by Owner's Representative or other acts or omissions of the Owner's Representative may or have caused the County to suffer or incur damages or other liabilities.

**8.1.4 Owner's Representative's Remedies Upon Termination by Mutual Consent.** In the event of a termination of this Agreement upon the mutual consent of the County and the Owner's Representative, any compensation for Basic Services or for Additional Services or payment of Reimbursable Expenses shall be negotiated and set forth in a Modification to this Agreement in accordance with Subparagraph 9.5.2 prior to such termination.

**8.1.5 Post-Termination Matters.** If the County and the Owner's Representative agree that any services are to be performed for the Project by the Owner's Representative after any termination of this Agreement under Article 8 hereof, the amount of any compensation and the method and terms of payment of such compensation or any Reimbursable Expenses related to such services shall be negotiated and set forth in a Modification to this Agreement in accordance with Subparagraph 9.5.2 prior to the commencement of such services.

## **8.2 Remedies**

**8.2.1 Cumulative Remedies.** No remedy conferred upon the County by the terms of this Agreement is intended to be exclusive of any other remedy provided at law or in equity. Each and every remedy of the County shall be cumulative and shall be in addition to any other remedy given to the County hereunder and under applicable law.

**8.2.2 Remedies Not Waived.** No delay, omission or forbearance to exercise any right, power or remedy accruing to the County hereunder shall impair any such right, power or remedy of the County or be construed to be a waiver by the County of any breach hereof or default hereunder.

## **9. MISCELLANEOUS PROVISIONS**

### **9.1 Ownership and Use of Documents**

**9.1.1 Property of County.** Drawings, Specifications and other documents prepared by, or with the cooperation of, the Owner's Representative or any Consultant pursuant to this Agreement are the property of the County whether or not the Project for which they are prepared is commenced or completed. The Owner's Representative or Consultant, as applicable, may retain copies, including

reproducible copies of such Drawings, Specifications and other documents for information and reference. Such Drawings, Specifications or other documents may be used by the County or others employed by the County for reference in any completion, correction, remodeling, renovation, reconstruction, alteration, modification of or addition to the Project, without compensation to the Owner's Representative or Consultant. Unless the Project is a prototype, such Drawings, Specifications or other documents shall not be used by the County, or be given or sold by the County to be used by others, on other projects except by agreement in writing and with agreed upon appropriate compensation to the Owner's Representative or Consultant, as applicable. This Paragraph shall survive any termination of this Agreement.

**9.1.2 Owner's Representative's Intellectual Property.** All inventions, patents, design patents and computer programs acquired or developed by the Owner's Representative in connection with or relation to the Project shall remain the property of the Owner's Representative.

**9.2 Public Relations.** Prior to completion of the Project, any public relations or publicity about the Project shall be solely within the control and with the consent of the County.

**9.3 Records.** The records of all of the Owner's Representative's Direct Personnel Costs, Reimbursable Expenses and payments to Consultants pertaining to the Project shall be kept on a generally recognized accounting basis and shall be available to the County at all times and shall be maintained for seven (7) years after Final Acceptance of the Project by the County. All other records kept by the Owner's Representative related to the Project shall be available to the County at all times and shall be maintained for six (6) years after Final Acceptance of the Project by the County.

**9.4 Successors and Assigns.** The County and the Owner's Representative, each bind themselves, their successors, assigns and legal representatives, to the other party to this Agreement and to the successors, assigns and legal representatives of the other party with respect to all terms of this Agreement. The Owner's Representative shall not assign, or transfer any right, title or interest in this Agreement without the prior written consent of the County.

#### **9.5 Extent of Agreement**

**9.5.1 Entire Agreement.** This Agreement represents the entire and integrated agreement between the County and the Owner's Representative relating to the Project and supersedes all prior negotiations, representations or agreements, either written or oral.

**9.5.2 Modifications.** This Agreement and its terms may be amended only by a written Modification approved and signed by both the Owner's Representative and the County. The maximum financial obligation of the County under the terms of this Agreement shall not be exceeded unless and until such additional funds are appropriated and approved by the Franklin County Board of County Commissioners, certified as available by the Franklin County Auditor, and an appropriate Modification is entered into by the parties. The County's Project Representative shall not have the authority to waive the application of this provision; nor shall the Owner's Representative rely on any representation made by any agent or employee of County with respect to the waiver of the application of this provision.

**9.5.3 Multiple Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

**9.5.4 Captions.** The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections hereof.

9.5.5 Precedence. If there are any inconsistencies between the provisions of this Agreement and the provisions of the Announcement, the Technical Proposal or any other document, the provisions of this Agreement shall prevail.

9.5.6 Conditions to Validity. It is expressly understood by the Owner's Representative that none of the rights, duties and obligation described in this Agreement shall be valid and enforceable unless the Franklin County Auditor first certifies that there is a balance in the County's appropriation not already obligated to pay existing obligations, as provided in Section 5705.41(D), ORC. The Contract shall become binding and effective upon execution by the County and approval by the Franklin County Prosecuting Attorney of the Contract, as required by Section 153.44, ORC.

9.5.7 No Third-Party Interest. No person or corporation, other than the signer of this Agreement as Owner's Representative, shall have any interest hereunder and no claim shall be made, or be valid, and neither the County, nor any official or agent thereof, shall be liable for or be held to pay any money except as provided herein.

## 9.6 Governing Law

9.6.1 Law of Ohio. This Agreement, and any modification, amendments or alterations thereto shall be governed, construed and enforced by and under the laws of the State of Ohio. All claims, disputes and other matters in question arising out of, or relating to, this Contract or its breach, shall only be brought in the Franklin County Common Pleas Court, General Division.

9.6.2 Capitalized Terms. Capitalized terms in this Agreement shall have the same meaning as those in the General Conditions, unless otherwise defined herein or unless another meaning is indicated by the context.

9.7 Assignment of Antitrust Claims. Each party to this Agreement recognizes that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the ultimate purchaser of goods and services; in this instance the ultimate purchaser is the County. Therefore, the following assignment is made:

Intending to be legally bound, the Owner's Representative, acting herein by and through the person signing this Agreement on its behalf as a duly authorized agent, hereby assigns, sells, conveys and transfers to the County any and all right, title and interest in and to any and all claims and causes of action which the Owner's Representative may now have or hereafter acquire under the antitrust laws of the United States of America or the State, PROVIDED that the claims or causes of action relate to the particular goods, products, commodities, intangibles, or services purchased, procured, or acquired by, or rendered to, the County pursuant to this Agreement, and EXCEPT as to any claims or causes of action which result from antitrust violations commencing after the price is established under this Agreement and which are not passed on to the County by any means. In addition, the Owner's Representative warrants and represents that it will require any and all of its Consultants and suppliers to assign any and all federal and State antitrust claims and causes of action to the County, subject to the proviso and exception stated above. The provisions of this Subparagraph shall become effective at the time the County executes its concurrence to this Agreement without further acknowledgment by any of the parties.

If to the County

Jonathan Thomas  
ADAMH Board of Franklin County  
447 E. Broad Street  
Columbus, Ohio 43215

**9.8.5 Change of Address.** The County or the Owner's Representative may, by notice given hereunder, designate any further or different addresses telephone numbers or facsimile numbers to which subsequent notices, certificates, requests or communications shall be sent.

9.9 Severability. If any provision of this Agreement, or any covenant, obligation or agreement contained herein is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect any other provision, covenant, obligation or agreement, each of which shall be construed and enforced as if such invalid or unenforceable provision were not contained herein. Such invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, covenant, obligation or agreement, shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

9.10 Non-Solicitation. The County and the Owner's Representative hereby agree that, without the prior written consent of the other party, which consent may be withheld in the party's sole discretion, neither party shall solicit employment of any employee of the other party that is directly involved in the performance of services under this Agreement during the period beginning on the date of execution of this Agreement and concluding six (6) months after the termination of this Agreement. For the purposes of this section, "solicit" shall mean initiating contact directly with a specific individual for the purpose of hiring that individual. "Solicit" shall not include the posting of an available position on the internet or any other format or medium, and shall not include a situation where an employee responds to the posting of a position or where the employee initiates contact with the other party for the purposes of obtaining any position. For the Purposes of this section only, "County" means the Franklin County Department of Public Facilities Management, the Franklin County Department of Purchasing, and the ADAMH Board of Franklin County. In the event either employs any employee of the other party, the parties agree that the non-violating party will suffer significant damages as a result thereof and, because of the high quality and unique training and industry knowledge of each party's employees, such damage to the party will be difficult if not impossible to determine. Accordingly, in the event a party employs an employee of the other party the violating party shall pay, upon demand of the non-violating party, twelve (12) months of such employee's compensation (including salary, bonus and the fair market value of any fringe benefits provided to such employee) at the level of such compensation paid to the employee by the non-violating party as of the date such employee leaves the employ of the non-violating party.

**SIGNATURES ON FOLLOWING PAGE**

**Agreement for Owner's Representation Services (CMR)**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

**County**

The Franklin County Board of Commissioners

**Owner's Representative**

Hammes Company Healthcare, LLC

\_\_\_\_\_  
Kevin L. Boyce, President

\_\_\_\_\_  
Printed Name: Nancy Connolly  
Title: President

\_\_\_\_\_  
Marilyn Brown, Commissioner

**Exhibit A:** Owner's Representative's Technical Proposal

**Exhibit B:** RFQ Franklin County Mental Health and Addiction Crisis Center

\_\_\_\_\_  
John O'Grady, Commissioner

Approved As To Form:

G. Gary Tyack  
Franklin County Prosecuting Attorney

\_\_\_\_\_  
Date: 3/18/21  
Assistant Prosecuting Attorney

Approved:

Darla Reardon, Director  
Franklin County Public Facilities Management

\_\_\_\_\_  
Date: 3/18/21  
for Darla Reardon

Approved:

Erika Clark Jones, Chief Executive Officer  
ADAMH Board of Franklin County

\_\_\_\_\_  
Date: 24 March 2021





Exhibit A

# Hammes Healthcare

RFQ# 2020-03-27

OWNER'S REPRESENTATIVE  
SERVICES FOR THE PLANNING,  
DESIGN AND CONSTRUCTION OF A  
FRANKLIN COUNTY MENTAL  
HEALTH AND ADDICTION CRISIS  
CENTER

---

HAMMES PROPOSAL TO FRANKLIN COUNTY | 02.05.2021

# Hammes

February 5, 2021

Franklin County Purchasing Department  
373 South High Street, 25th Floor  
Columbus, Ohio 43215-6315  
Attn: Sharon Tubbs, Senior Purchasing Coordinator

RE: RFQ# 2020-03-27

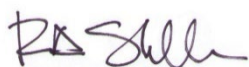
Dear Sharon,

Thank you for considering Hammes to provide owner's representative services for the Franklin County Mental Health and Addiction Crisis Center. Hammes Healthcare is a nationally recognized leader in the planning, project management and development of acute and non-acute healthcare facilities. Benefits of selecting Hammes as your partner include:

1. **100% Healthcare Focus:** Over nearly three decades, Hammes has built a prominent healthcare planning, design, and development practice that delivers strategic and operational solutions integrated with our ambulatory network and facility planning services. As owners ourselves, it is our fiduciary duty first and foremost to care for your capital. We will remain focused on your bottom line.
2. **Local Team:** Our proposed team lives in this community and has been leading healthcare projects in Central Ohio for decades. Hammes Healthcare has provided owner's representative services to OhioHealth for over 10 years and has managed more than \$1 billion in project costs. **The scope of this work includes emergency rooms, clinical space, new construction, renovations, and mental health components.**
3. **MBE Partnership:** Hammes is excited to partner with Velocity Construction on this project. Additionally, we will work with the design and construction community to ensure robust participation from small and emerging businesses at all levels of the project.
4. **Behavioral Health Expertise:** Hammes has extensive experience with projects that include Behavioral Health components. We have also engaged Tracy Stocking as a subject matter expert to support the programming and design phase of the project.
5. **Budget Development and Design Management Controls:** Hammes provides audit-ready, real-time project updates on cost, schedule, quality, safety, and program adherence.
6. **Successful Track Record of Managing Complex Healthcare Projects:** We have a proven track record of on-time, on-budget performance with an emphasis on collaboration and evidenced-based, financially responsible processes.

We look forward to the opportunity to discuss your project in more detail.

Sincerely,



**Ray Scheller**  
Regional Vice President  
Hammes Healthcare



**Brian Dean**  
Vice President  
Hammes Healthcare





---

## Contents

RFQ Responses .....	1
Appendices .....	29

---

# RFQ Responses

# RFQ Responses

## 9.1 Consultant Team’s Firms

*9.1 Identify the Consultant team’s firms/locations. Show ability to perform the required Consultant’s Scope based on the team’s experience obtained from similar public works projects within the last seven years.*

### Local Office Location

Hammes Healthcare  
355 E. Campus View Blvd, Suite 115  
Columbus, OH 43235

### Hammes Overview

Founded in 1991, Hammes is a national real estate consulting, development, investment, and management firm. Clients, partners, and investors benefit from our comprehensive understanding of the entire real estate development process spanning owner’s representation, strategy, planning, financing, project management, leasing, and property management.

Hammes has a proven track record of delivering large-scale master planning and real estate development projects across the United States. We have worked in partnership with public and private healthcare systems to bring our clients’ visions to life. Hammes’ ability to solve complex real estate problems with quality solutions inspires confidence in our clients and results in longstanding, repeat relationships.

### Commitment to Healthcare Real Estate

Our commitment to the healthcare industry stemmed from a need we observed in the early 1990s as healthcare providers were increasingly looking to develop and expand their ambulatory networks. Recognizing a need for specialized healthcare real estate planning and project management, **Hammes Healthcare** was founded in 1993 to address the complexities and challenges unique to healthcare providers. Since then, Hammes has emerged as a nationally recognized leader in healthcare real estate strategy and planning, project management, development, investment and property management, working with leading healthcare providers across the country.



As a testament to our proven track record of planning and developing medical office buildings, ambulatory care centers, hospitals, cancer centers, children's hospitals, laboratories, research labs and other healthcare facilities, we are consistently recognized as a top national healthcare developer. Hammes has been ranked by *Modern Healthcare's* Construction & Design Survey as a leading healthcare developer for 22 consecutive years—19 years as No. 1—and by *Revista's* Outpatient Healthcare Real Estate Development Report.

**The Hammes Healthcare Difference**

**100% Focus on Healthcare**

Healthcare is our core business. We are accustomed to working with health systems in all aspects of market and capital planning and facilities development. We understand the unique challenges, regulatory issues and competing interests healthcare providers face every day. As a long-term partner with many leading health systems, we define our success by how our services measurably contribute to our client's strategic goals.

We apply our extensive healthcare real estate expertise and work collaboratively with healthcare systems to create healthcare environments that are great places to work and, at the core, facilities and spaces that assist in enhancing clinical outcomes and the overall well-being of patients and their families.

**Experience & Leadership**

Having worked with many of the nation's leading healthcare systems, we understand the challenges our clients face responding to dynamic market changes. Our platform and people are organized and experienced to support clients in managing these complex challenges.

Our skilled and experienced professionals bring leadership, discipline, focus, follow-through, best-in-class solutions, and a high degree of professionalism to every engagement. Our team members are uniquely qualified to serve as fluent quarterbacks with expertise across all aspects of healthcare real estate planning and development strategies.

**National Presence. Local Expertise.**

We believe that delivering successful outcomes requires professionals with experience and knowledge of local healthcare, real estate and construction marketplaces. Our strong national footprint combined with our integrated network of 16 regional offices allows us to share national resources and best practices while supporting clients locally.

Advisory Services	Project Management	Real Estate Investment	Property Management
<ul style="list-style-type: none"><li>• Network Planning</li><li>• Real Estate Optimization</li><li>• Master Planning</li><li>• Space Planning &amp; Programming</li><li>• Development Feasibility</li><li>• Third-Party Reviews &amp; Second Opinion Studies</li><li>• Operations Advisory</li></ul>	<ul style="list-style-type: none"><li>• Owner's Representation</li><li>• Program Management</li><li>• Project Management</li><li>• Staff Augmentation</li><li>• PMO Consulting</li><li>• Operational Readiness</li></ul>	<p>Investment capital available for:</p> <ul style="list-style-type: none"><li>• Ground-up development</li><li>• Monetizations/acquisitions</li><li>• Adaptive reuse</li></ul>	<ul style="list-style-type: none"><li>• Property Management</li><li>• Accounting</li><li>• Leasing</li><li>• Lease Administration</li></ul>

**Velocity Construction Services Overview**

Velocity Construction Services, LLC is Hammes' Small & Emerging Business Partner for this project. Velocity is an Ohio-based professional services firm that provides a broad range of project management and project support services to both public and private sectors. Their understanding of the local and regional markets allows them to successfully assist clients in delivering projects on time, within budget, with an emphasis on quality and safety.

With a principal focus in the engineering and construction industry, Velocity has performed project management and support services on projects ranging from \$100K-\$100M in value, many of which have been high profile in nature.

Velocity provides unparalleled consultation to the construction industry. Their services include estimating, scheduling, project construction management, general contracting, design/build, and claim services. Velocity has mastered all phases of construction project management from the concept and budgeting stage to the construction and project close-out phase.

In addition to their expertise in the phases of project management, they also incorporate technology proficiencies to increase productivity in a cost-effective manner. Attention to positive relationships, technical excellence, and practical approaches to project management have made Velocity an industry leader.

70% of Velocity's experience has been within the public market, providing the new construction and renovation needs of government facilities. The government has unique needs consisting of unforgiving deadlines, uninterrupted services during construction and flexible schedules. Velocity has the experience, knowledge, and resources to conquer government projects with the highest standards and the most rigorous schedules.

#### **Local Office Location**

Velocity Construction Services, LLC  
399 Venture Drive  
Lewis Center, OH 43035

## **9.2 Staffing Proposal**

*9.2 Provide a staffing proposal including a narrative description, organizational chart of the proposed team and resumes of key personnel. Proposals should include the following:*

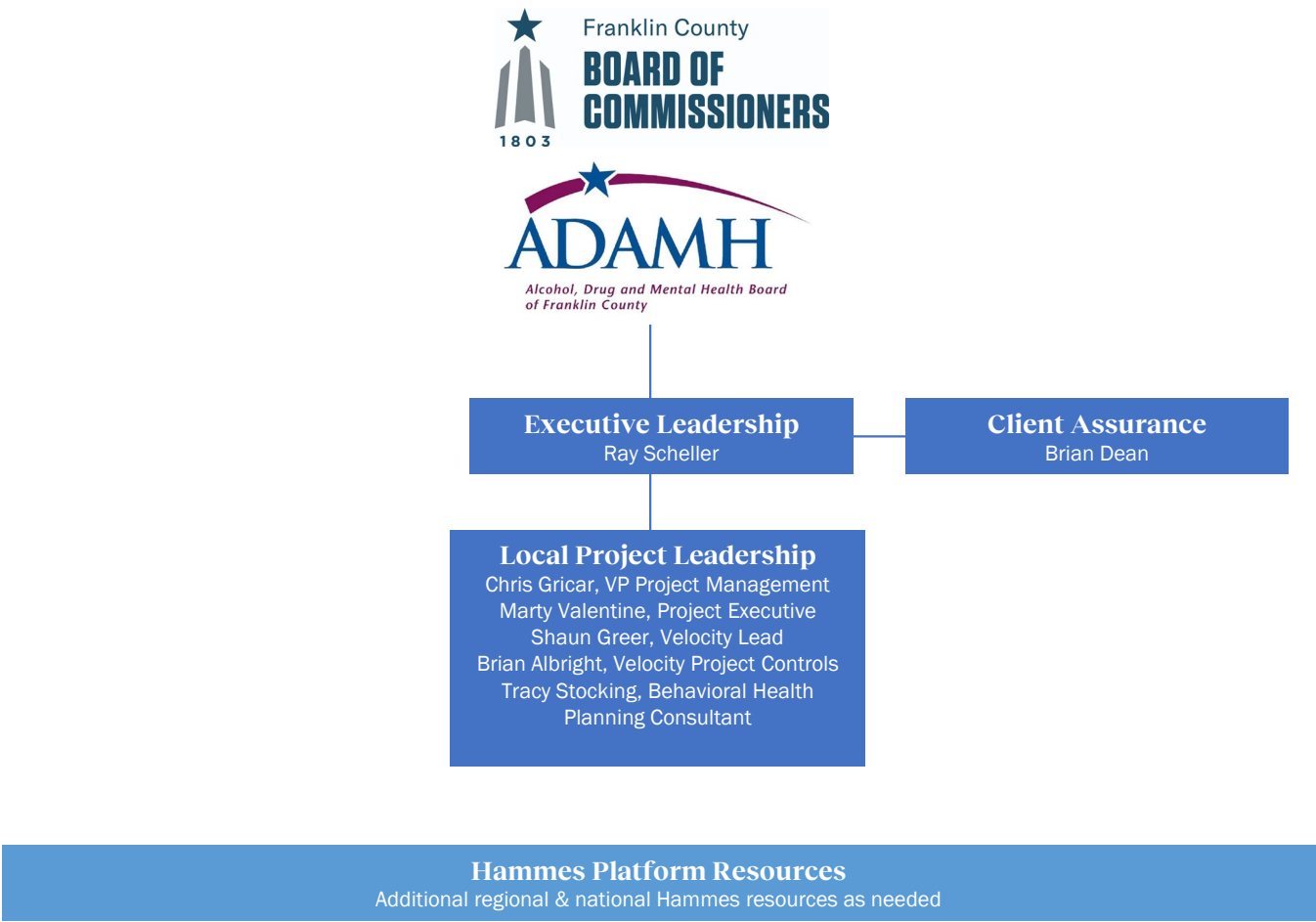
#### **Project Organization & Key Personnel**

- *Identification of key personnel to be utilized for the project.*

The Hammes team is comprised of a multi-disciplinary roster of accomplished professionals with complementary skillsets. As a leading healthcare owner's representative firm, we routinely synchronize with contractor partners in an integrated approach. We will leverage our established relationship with Velocity Construction Services to streamline processes and maintain open channels of communication across the development program.

On the next page, we have provided an organizational chart that summarizes our project team structure, key personnel, and roles.

Project Organization



Team Resumes

- Key personnel’s office location(s)
- Key Personnel’s resumes including name title, education, experience references, professional affiliations, certifications, licenses and registrations

We have provided the professional qualifications of our proposed team on the pages that follow.





# Raymond A. Scheller, AIA, NCARB

## Executive Leadership

---

### LOCATION

Milwaukee, WI

### EDUCATION

Bachelor of Architecture,  
University of Kentucky

Associate Degree, Construction  
Technology, Northern Kentucky  
University

### AFFILIATIONS

Registered Architect—Kentucky

American Institute of Architects

NCARB

### LOCATION

Milwaukee, WI

### EDUCATION

Bachelor of Architecture,  
University of Kentucky

Associate Degree, Construction  
Technology, Northern Kentucky  
University

### AFFILIATIONS

Registered Architect—Kentucky

American Institute of Architects

Ray has more than 27 years of healthcare facility planning, design, and construction experience. Prior to joining Hammes, Ray was the Vice President of Planning, Design, and Construction for Bon Secours Mercy Health (BSMH) where he provided system-wide leadership over 43 acute hospitals, 1,000 points of care, and 57,500 employees across seven states. Key responsibilities at BSMH included:

- Member of merger integration team for planning, design and construction
- Developed planning, design and construction policies and procedures
- Led systemwide infrastructure assessment identifying \$350M of facility capital investment for 5-year capital planning
- Led planning, design and construction capital approval process

Collaborated directly with BSMH Regional CEOs for strategic and

## Relevant Experience

---

### MetroHealth System – Transformation Project

CLEVELAND, OH

- 680,000 SF 264-bed bed tower replacement 68,000 SF CUP
- 120,00 SF 28 Ante-Partum/Post-Partum Beds and 48 NICU beds renovation + 3 C-section rooms
- 1,500-car parking garage

### Fairview Health Services – UMMC

MINNEAPOLIS, MN

162,599 SF, two-hospital campus renovation/  
expansion

### Altru Health

GRAND FORKS, ND

Replacement hospital business plan review and  
project management

### St. Francis Medical Center

MIDLOTHIAN, VA

New ambulatory care center with medical office building. Ambulatory surgery center, cancer center addition/renovation and master facility plan

### OhioHealth – Master Services Agreement

SYSTEMWIDE, OH

- Neuroscience Tower: 409,000 SF
- 6 MOB: 370,000 GSF
- 2 Administrative Office Buildings: 382,000 GSF
- Suburban Access Hospital: 80,000 SF
- Various Other Expansion & Renovation Projects: ED, OR, NICU, ER, Cancer, Helipad, Parking, Energy Modernization, etc.

## Relevant Experience

---

### **Bon Secours Health System**

MARRIOTTSVILLE, MD

\$220 million annual capital program

### **Bon Secours St Francis**

GREENVILLE, SC

Emergency department and cancer center addition/renovation and master facility plan

### **Harborview Medical Campus**

SUFFOLK, VA

New micro hospital and master facility plan

### **Bon Secours Charity Health System**

SUFFERN NY

Emergency department addition/renovation and new ambulatory surgery center

### **Memorial Regional Medical Campus**

MECHANICSVILLE, VA

New school of nursing

### **Richmond Community Hospital Campus**

RICHMOND, VA

New medical office building

### **St. Francis Medical Center**

MIDLOTHIAN, VA

New ambulatory care center with medical office building. Ambulatory surgery center, cancer center addition/renovation and master facility plan

### **Bon Secours Baltimore**

BALTIMORE, MD

Community works housing with freestanding youth development center and master facility plan

### **Jewish Hospital**

LOUISVILLE, KY

**Medical Center East** - new ambulatory care center and inpatient rehab facility addition/renovation with master facility plan

**Medical Center South** - new ambulatory surgery center with master facility plan

### **Breckinridge Memorial Hospital**

HARDINBURG, KY

25-bed critical access hospital



# Brian Dean

## Client Assurance

---

### LOCATION

Columbus, OH

### EDUCATION

Master of Business  
Administration  
Capital University

Bachelor of Arts,  
Ohio University

### LOCATION

Columbus, OH

### EDUCATION

Master of Business  
Administration  
Capital University

Bachelor of Arts,  
Ohio University

Brian has 18 years of project development experience. He spent 10 years with a large, healthcare construction management firm prior to joining Hammes. He has spent his career working in all aspects of project development and his role has ranged from onsite supervision to coordination of preconstruction and cost-planning resources to overall account management. He is currently responsible for providing project management support for multiple assignments as well as leading the Key Performance Indicator (KPI) process.

## Relevant Experience

---

### **Bon Secours Mercy**

#### **Multiple Advisory Services Engagements**

CINCINNATI, OH

Provided overall project management support to ensure assignments were completed on-time, on-budget and included all necessary scope.

### **Altru Health**

#### **Strategic Planning**

GRAND FORKS, ND

Provide overall project management and account leadership for strategic planning and project recovery efforts on a new hospital.

### **OhioHealth**

COLUMBUS, OH

Provide client assurance and overall relationship management services for all projects. The scope of work with OhioHealth has spanned 10 years and over \$1 billion worth of work put in place.

### **Battelle Memorial Institute**

COLUMBUS, OH

Provide site leadership for a 65,000 SF building 7C renovation of laboratory space on the Battelle Memorial Institute Campus.

### **Memorial Hospital of Union County**

#### **Preconstruction Services**

MARYSVILLE, OH

Let preconstruction & estimating services for a new 183,000 SF Cardiology Surgery Center & New Medical Office Building

### **Covenant Health**

#### **Ambulatory Network Planning**

SAGINAW, MI

Provide overall project management support to ensure Ambulatory Network Planning assignment was completed on-time, on-budget and included all necessary scope.



# Christopher L. Gricar, PE, LEED AP

## Vice President, Project Management

### LOCATION

Columbus, OH

### EDUCATION

Bachelor of Architectural Engineering, Construction Management, Pennsylvania State University

International Exchange Program, Reinforced Concrete Design, University of Leeds

### AFFILIATIONS

LEED Accredited Professional

Architectural Engineering Institute

American Society of Civil Engineers

Penn State Alumni Association of Architectural Engineers

Mensa International

### LICENSES

Registered Professional Engineer: Ohio

*\*Projects completed prior to joining Hammes*

### LOCATION

Columbus, OH

Chris brings more than 23 years of experience successfully managing large, complex and multi-building projects. His responsibilities include design reviews, scheduling, logistics and safety planning, scope preparation, bid/award and contract negotiations, quality assurance and control, budget management, occupancy and closeout.

## Relevant Experience

### OhioHealth MedCentral

MANSFIELD, OH

New 183,000 SF, five-story MOB and Surgical Expansion with pre/post-op, PACU, surgical support, 12 Operating Rooms, Orthopedic and Heart & Vascular Clinics, Fitness and Rehab Center and 240 space parking garage

### OhioHealth Grant Hospital

COLUMBUS, OH

- 5,000 SF Heart Services Expansion
- 70,000 SF, 3-story Bone & Joint Expansion
- 35,000 SF 4th Floor Vertical Expansion
- 31,000 SF Cancer Services Center
- 320,000 SF Parking Structure
- ED Trauma Expansion & Heliport

### OhioHealth Grove City Methodist Hospital

GROVE CITY, OH

New 80,000 SF, inpatient hospital, 26 patient beds, 18 Bay ED, OR, Pre/Post/PACU

### OhioHealth Riverside Methodist Hospital

COLUMBUS, OH

- 87,000 SF, 23-room OR Renovation
- 42-bed NICU, 12-bed Antepartum NICU/High Risk OB Renovation
- 6-bed NICU Expansion
- Cardiovascular OR Upgrade
- IR/CT Renovation
- Hybrid OR, Cath Lab, EP Renovation
- 409,000 SF, 9-story, 224-bed Neuroscience Center Addition; 400-car Parking Garage

### OhioHealth Berger Hospital

CIRCLEVILLE, OH

10,000 SF ED Renovation

### OhioHealth David P. Blom Administrative Campus

COLUMBUS, OH

270,000 SF Administrative Office Building and 1,240 space parking garage

### OhioHealth Dublin Methodist Hospital

DUBLIN, OH

30,000 SF, 2-story Obstetrics, Observation Addition

### OhioHealth Ashland MOB

ASHLAND, OH

22,000 SF freestanding ED and MOB

### OhioHealth Athens MOB

ATHENS, OH

30,000 SF Medical Office Building

### OhioHealth O'Brien Hospital

ATHENS, OH

ICU Relocation and Radiation Oncology Addition

### Nationwide Children's Hospital NICU / PICU / HEM / ONC Addition and Renovations\*

COLUMBUS, OH

3-story, 84,000 SF vertical expansion to main hospital; 90-bed NICU and PICU; 30-bed hematology/oncology unit

### The Ohio State University James Cancer Hospital and Solove Research Institute\*

COLUMBUS, OH

New 1,122,000 SF, 21-story facility; 312 inpatient beds including Acute Care, Critical Care and BMT beds; 14 ORs; 6 Interventional Radiology Suites; 7 Linear Accelerators for radiation therapy; Cancer Emergency Department



# Marty Valentine

## Project Executive

---

**LOCATION**  
Columbus, OH

**EDUCATION**  
Bachelor of Science, Applied Sciences, Marian College  
Associate Degree, Radiologic Technology, Marian College

**PROFESSIONAL AFFILIATIONS**  
PMP Certified (2014)

Marty’s 24 years of experience is comprised of healthcare owner’s representation, direct patient care, service line management and project management. Her responsibilities have included managing complex healthcare renovations, new builds, acute care, ambulatory and behavioral health. Marty is a certified PMP and will be the main point of contact and on-site project leader for this engagement.

## Relevant Experience

---

**LOCATION**  
Columbus, OH

**EDUCATION**  
Bachelor of Science, Applied Sciences, Marian College  
Associate Degree, Radiologic Technology, Marian College

**PROFESSIONAL AFFILIATIONS**  
PMP Certified (2014)

**OhioHealth**

COLUMBUS, OH  
32,000 SF Dublin Hospital Expansion; Women’s Health Post Partum Unit, Surgery, Supply Chain and Sterile Processing

**OhioHealth**

COLUMBUS, OH  
Riverside NICU Expansion

**OhioHealth**

COLUMBUS, OH  
80,000 SF Riverside Surgery Modernization

**OhioHealth**

COLUMBUS, OH  
New 22,000 SF Ashland MOB and Free-Standing ED

**OhioHealth**

COLUMBUS, OH  
Berger Hospital ED Renovation

**Nationwide Children’s Hospital**

COLUMBUS, OH  
Heart Center Service Line Program Manager  
Information Services Senior Project Manager  
Projects Included:

- EPIC electronic medical record implementation at offsite NICU’s
- Renovation of offsite NICUs
- New Hospital Tower



# Shaun Greer

## Velocity Lead

---

### LOCATION

Columbus, OH

### EDUCATION

Construction Management  
Degree, Columbus State  
Community College

### AFFILIATIONS

Associated General Contractors  
(AGC)

### LOCATION

Columbus, OH

### EDUCATION

Construction Management  
Degree, Columbus State  
Community College

### AFFILIATIONS

Associated General Contractors  
(AGC)

Mr. Greer has more than 21 years of experience in the construction industry involving management of projects ranging from \$1 - \$150 million. His experience in construction management and general contracting entails a variety of public and private sector projects including hospitals, wastewater treatment facilities, automobile manufacturing plants, power plants, public safety, laboratories, heavy and light industrial facilities, educational and office buildings.

## Relevant Experience

---

### Wexner Medical Center

COLUMBUS, OH

8 new operating rooms

### Postle Hall

COLUMBUS, OH

Renovation of the school of dentistry

### Ohio Pharmacy-ODMHA

COLUMBUS, OH

Complete renovation

### Nationwide Childrens Hospital

COLUMBUS, OH

Complete demo and redevelopment of Timken hall

### RX Refill Pharmacy

COLUMBUS, OH

4,500 SF renovation with security upgrades

### OSU Rhoades Hall

COLUMBUS, OH

15,000 SF renovation of O.R., nurses station, and waiting area

### Theodore Levin Courthouse

DETROIT, MI

750,000 SF renovation and addition

### New Columbus Crew Stadium

COLUMBUS, OH

20,000-seat stadium

### COTA Fields Ave.

COLUMBUS, OH

Complete renovation and upgrade LEED Gold

### OSU MRI & ONCOLOGY

COLUMBUS, OH

Renovation of the 2nd floor



VELOCITY CONSTRUCTION SERVICES, LLC



# Brian Albright

## Velocity Project Controls

---

### LOCATION

Columbus, OH

### EDUCATION

Associate of Construction  
Management  
AAS Architecture  
Columbus, OH

Brian is a Project Manager and Document Controls Specialist at Velocity Construction. As Project Manager, he works with the owner from conception through completion of a project, while professionally and efficiently managing the construction process. He processes the construction submittals, along with the operations and maintenance documentations to and from the Contractor and the Architect at the closing of a job and turns the manuals over to the Owner upon completion.

### LOCATION

Columbus, OH

### EDUCATION

Associate of Construction  
Management  
AAS Architecture  
Columbus, OH

## Relevant Experience

---

### **New Crew Stadium**

COLUMBUS, OH

20,000 seat stadium

### **5/3 ADA remediation**

FLORIDA & ILLINOIS- MULTI SITE

### **5/3 Pacom Security Panel Program**

COLUMBUS, OH

### **5/3 Headquarters 3<sup>rd</sup> and 4<sup>th</sup> floor renovation**

COLUMBUS, OH

### **Ohio Mutuak Insurance Group Renovation**

COLUMBUS, OH

### **MB Bank Decommissioning Multi-Site Program**

COLUMBUS, OH



VELOCITY CONSTRUCTION SERVICES, LLC





# Tracy D. Stocking, AIA

## Behavioral Health Planning Lead

---

### LOCATION

Salt Lake City, UT

### EDUCATION

Master of Architecture,  
University of Utah

Bachelor of Management,  
University of Phoenix

### PROFESSIONAL AFFILIATIONS

American Institute of Architects  
– Architecture of Health – AIA  
Utah

Utah State Health Care Facilities  
Committee – Former Member

Utah Society for Healthcare  
Engineering – Member

Utah Health Care Association –  
Member

Tracy Stocking has more than 30 years of experience consulting and providing design services for a wide spectrum of skilled behavioral health facilities. He served for 8 years as the AIA representative on the Utah State Health Care Facilities Committee. Tracy's work ethic, expertise, and professionalism over the years has earned the respect of some of the top healthcare organizations in the region including University of Utah Hospitals, Intermountain Healthcare and Veteran Affairs in Salt Lake City.

## Relevant Experience

---

### **Salt Lake Regional Medical Center Geri Psychiatric Ward Expansion**

SALT LAKE CITY, UTAH

Planning study to expand the Geri Psych Ward  
from 20 beds to 36 beds

### **McKay Dee Hospital Center—Behavioral Health Outpatient Clinic**

OGDEN, UT

Design for 35 private provider offices, group  
therapy rooms, conference rooms, reception /  
waiting areas, administrative and support offices,  
patient and staff restrooms, medication and  
storage

### **McKay Dee Hospital - Adolescent In-Patient Psychiatric Unit**

OGDEN, UTAH

Renovation of the 5th floor patient tower, housing  
the inpatient Adolescent Psychiatric Unit.  
Substance abuse treatment is integrated with  
psychiatric care in this secure 10 bed unit.

### **Salt Lake Regional Medical Center Geri Psychiatric Ward Expansion**

SALT LAKE CITY, UTAH

Planning study to expand the Geri Psych Ward  
from 20 beds to 36 beds

### **McKay Dee Hospital Center—Behavioral Health Outpatient Clinic**

OGDEN, UT

Design for 35 private provider offices, group  
therapy rooms, conference rooms, reception /  
waiting areas, administrative and support  
offices, patient and staff restrooms, medication  
and storage

### **University of Utah Hospital Psychiatric Ward and HID Unit**

SALT LAKE CITY, UTAH

3-Phase, complex remodel including a new center  
with a nurse station, lobby, 16 patient rooms and  
an isolation unit for highly infectious patients.

### **University of Utah Neuropsychiatric Institute**

SALT LAKE CITY, UTAH

Renovation of over 45 Patient Sleeping Rooms  
and Bathrooms, ECT Suite, Pharmacy, Nurse  
Stations, Interview Rooms, Offices, etc.

### **University of Utah Hospital Psychiatric Ward and HID Unit**

SALT LAKE CITY, UTAH

3-Phase, complex remodel including a new center  
with a nurse station, lobby, 16 patient rooms and  
an isolation unit for highly infectious patients.

### **University of Utah Neuropsychiatric Institute**

SALT LAKE CITY, UTAH

Renovation of over 45 Patient Sleeping Rooms  
and Bathrooms, ECT Suite, Pharmacy, Nurse  
Stations, Interview Rooms, Offices, etc.



## Roles & Responsibilities

- Describe the roles and responsibilities of the key personnel in your staffing proposal

Team Member/ Office Location	Role/Responsibilities
<b>Ray Scheller</b> Milwaukee, WI	<b>Regional Vice President, Project Management:</b> Oversees the project management efforts including marshalling firm and partner resources and ensuring schedule discipline.
<b>Brian Dean</b> Columbus, OH	<b>VP, Client Assurance:</b> Provides regional account support & management of Key Performance Unit (KPU) process to ensure client satisfaction.
<b>Chris Gricar</b> Columbus, OH	<b>VP, Project Management:</b> Provides project delivery leadership, including coordination with local, MBE partner firm Velocity Construction Services.
<b>Marty Valentine</b> Columbus, OH	<b>Project Executive:</b> Provides day-to-day administration of owner's representation. Duties include: project controls, monitoring and escalation of project issues, and coordination of team resources.
<b>Shaun Greer</b> Dublin, OH	<b>Velocity Lead:</b> Oversees the Velocity team members & coordinating project oversight.
<b>Brian Albright</b> Columbus, OH	<b>Velocity Project Controls:</b> Provides day-to-day oversight of budget tracking and creating project controls dashboard for high level communication to Franklin County & ADAMH leadership.
<b>Tracy Stocking</b> Salt Lake City, UT	<b>Behavioral Health Planner:</b> Provides experience-based best practices in integrating behavioral health program elements into the program.

## Hourly Breakdown

- Number of hours of key personnel to be devoted to the project (by week or month)

## Current Assignments & Project Allocation

- Key personnel's current assignments and the percentage of their time each will devote to each assignment if selected for this project

Team Member/Role	Hourly Commitment	Current Assignments	Monthly Allocation of Total Time
<b>Ray Scheller</b> Milwaukee, WI	17.3 hours/month	Currently has excess project capacity.	10%
<b>Brian Dean</b> Columbus, OH	17.3 hours/month	Currently has excess project capacity.	10%
<b>Chris Gricar</b> Columbus, OH	17.3 hours/month	Currently has excess project capacity.	10%
<b>Marty Valentine</b> Columbus, OH	173 hours/month	Current project commitments are ending in February 2021.	100%
<b>Shaun Greer</b> Dublin, OH	17.3 hours/month	Currently has excess project capacity.	10%
<b>Brian Albright</b> Columbus, OH	86.5 hours/month	Recent projects have ended and Brian has immediate capacity.	50%
<b>Tracy Stocking</b> Salt Lake City, UT	17.3 hours/month	Currently has excess project capacity.	10% (through programming and design)

## 9.3 Consultant/Sub-Consultant Relationship

*9.3 Disclose the project relationship/contractual arrangement between the Consultant (prime Consultant) and any sub-consultants.*

Hammes is the prime contractor for this contract and will be providing contract management services. Velocity Construction Services is a sub-contractor, providing project controls support with emphasis on cost control.

## 9.4 Past Project Experience

*9.4 Provide examples of past projects that illustrate satisfactory performance based on high quality work, effective use of budget controls, meeting established deadlines on a consistent basis.*

### Project Management Experience from the Industry Leader

Our team's experience in healthcare project management is unsurpassed. Hammes has been engaged on the development of more than 200 expansion, renovation, replacement, and new hospital projects across the country, over 300 medical office buildings and ambulatory care centers, and 75 academic and specialty centers. We provide full program management, staff augmentation, and PMO consulting services to help our clients achieve their goals more efficiently and effectively.

### We Bring Value to Our Clients

- *Serving as the owner's advocate and providing leadership* to keep the project on track, balancing the ebb and flow of emergent functional needs with the strengths of the team members.
- *Eliminating non-value-added processes and management steps*, which encourages Lean delivery principles to improve quality and efficiency in the project management process.
- *Saving money* through comprehensive budget and schedule management.
- *Anticipating needs while providing adaptability and flexibility* of the program to accommodate future changes.
- *Directing the development of state-of-the-art facilities* that incorporate best-in-class operational, safety, and patient care principles. We manage the creation of facilities that will be responsive to the dynamic changes in healthcare, especially patient needs, and flexible to meet new demands in the future.
- *Creating a collaborative team culture and robust communication platform*. Hammes drives a successful project through a collaborative, transparent environment that engages all stakeholders, so they bring their best ideas to the project.

*"It is clear to me that this facility would not be possible without the assistance, leadership and partnership of the Hammes team. When we called for assistance with this project, it was in deep trouble. Hammes sent us the 'A' team and not only put the project back on track but executed the construction methodically and rigorously. Folks here could feel that the Hammes team was just as committed to the success of this project as our team."*

**Tim Birkenstock**  
SVP & Chief Financial Officer,  
Nicklaus Children's Hospital

### Representative Project Experience

On the pages that follow, we have provided detailed project profiles that detail our performance and the value we delivered for healthcare system clients.

# Hammes OhioHealth

---

## LOCATION

Ohio, Multiple Locations

## PROJECT SIZES

Neuroscience Tower: 409,000 SF

6 MOBs: 370,000 GSF

2 Administrative Office Buildings:  
382,000 GSF

Suburban Access Hospital: 80,000 SF

Various Other Expansion &  
Renovation Projects: ED, OR, NICU,  
ER, Cancer, Helipad, Parking, Energy  
Modernization, etc.

## TYPE OF CONTRACT/ AGREEMENT

CM at Risk

---

## Background

OhioHealth is a nonprofit healthcare system in central Ohio with a network of 12 hospitals and more than 200 ambulatory sites spanning 47 Ohio counties.

Hammes Healthcare first began working with OhioHealth in 2012 to provide owner's representation services for a new 409,000-SF, 224-bed neuroscience tower and 400-space parking garage at OhioHealth's Riverside Methodist Hospital campus. Having developed a strong and collaborative working relationship on this initial project, OhioHealth engaged Hammes Healthcare for numerous additional large-scale, complex projects.

Over the course of our relationship, Hammes has become an extension of OhioHealth's design and construction team. Now, with a

master services agreement in place, Hammes reviews OhioHealth's capital pipeline with OhioHealth each year to determine the best course of action for managing and staffing the system's numerous capital projects.

## Value Added

Having worked on 28 projects, Hammes serves as a trusted partner to OhioHealth, helping the system protect and expand market share throughout the region. Hammes is currently working with OhioHealth on several strategic planning and/or project management assignments—including the multi-year, phased-expansion and renovation of the 25-operating room surgical department at Riverside Methodist Hospital (anticipated completion 2021).



# Hammes MetroHealth

## LOCATION

Cleveland, OH

## PROJECT TYPE

Public Owner

New Hospital

Outpatient Pavilion

## PROJECT SIZE

600,000 SF, 270 bed Main Hospital

26 Acre Urban Park Development

## TYPE OF CONTRACT/ AGREEMENT

CM at Risk

## Background

The MetroHealth System, headquartered in Cleveland, Ohio, is a public health system serving Ohio's Cuyahoga County. In 2014, MetroHealth announced plans for an ambitious Campus Transformation project aimed at substantially improving accessibility to care and the health of the entire community.

## The Challenge

MetroHealth's Campus Transformation project includes converting 26 acres on the existing 52-acre hospital site into green space, a new 270-bed main hospital to replace its aging hospital, a new central utility plant, a new outpatient facility (in a future phase), new parking garages, walkways/connectors and other support buildings. The system anticipates the construction of the new hospital to be completed by 2022 with plans to begin demolishing the old hospital that same year.

The campus transformation will also see the creation of a 12-acre urban park and continue to inspire additional development throughout MetroHealth's Clark-Fulton neighborhood.

## The Solution

MetroHealth engaged Hammes Healthcare as its owner's representative for the project. In collaboration with MetroHealth leadership, Hammes focused on the use of Integrated Project Delivery strategies to foster collaboration and enhance the communication among the team. These efforts include co-location of the entire project team, engaging in design-assist efforts with key subcontractors during pre-construction, building Information Modeling to identify clashes early on, and shifting work off-site to improve safety, quality and scheduling.

## Value Added

MetroHealth and Hammes jointly implemented an Integrated Staffing Model to leverage the capabilities of MetroHealth's project management staff, building the Hammes team around them to fill in, as necessary. This effort created one cohesive team, with clear roles and responsibilities, to manage risk without duplicating efforts.







VELOCITY CONSTRUCTION SERVICES, LLC

# Theodore Levin Courthouse- Alteration Prospectus

## LOCATION

Detroit, OH

## PROJECT TYPE

Public Owner

758,400 GSF Modernization

13,500 GSF New Construction

8 elevators

10 stories plus basement

26 courtrooms

528 tons of steel

7,000 SF of Kawneer 2500 Ultra

Thermal Unitized Curtain Wall

## SERVICES PROVIDED

CMA

## PROJECT SIZE

758,400 SF

## Project Overview

GSA (General Services Administration) and Velocity's close collaboration led to the successful modernization of the Theodore Levin U.S. Courthouse, an iconic Detroit landmark. The building upgrades will help the courthouse thrive for another 80+ years and contribute to the city's revitalization.

Originally completed in 1934 and occupying a full city block, the Levin Courthouse served as Detroit's main Post Office and included seven federal courtrooms. As the programmatic use shifted over the years and the Post Office relocated, the number of courtrooms increased to 26. Various infrastructure systems were added to serve the changing needs, but these interventions also increased building population, creating circulation, security, and life safety issues. The once modern systems were antiquated and deteriorating, well beyond their expected useful life.

The Construction team protected the building's historic character while addressing these

concerns and providing a modern workplace. A new stair and elevator tower in Levin's light court improves egress, vertical circulation, and security. The building boasts a state-of-the-art arraignment courtroom, Class A office space, and comprehensive MEP upgrades. The main floor historic corridor ceilings are returned to their former grandeur — a fitting backdrop to celebrate the naturalization ceremonies for new U.S. citizens.

While construction impacted every floor, a detailed phasing plan and thorough understanding of tenant needs meant no staff were moved out of the building during construction, and the federal courts continued to operate without interruption.

Now Levin effectively supports the U.S. District Court's mission while providing a safe and comfortable building experience for all who work and visit there.





# The Ohio State University Wexner Medical Center

## The James Cancer Hospital & Solove Research Center

### LOCATION

Columbus, OH

### PROJECT TYPE

Public Owner

New Campus Construction  
Ambulatory

Operating Room

Imaging suites

Inpatient rooms

Pharmacy

Nutrition

Research and Out Patient Services

### SERVICES PROVIDED

General Contractor

### PROJECT SIZE

21-Story | 1,080,00 SF

### Project Overview

The James Cancer Hospital and Solove Research Institute at The Ohio State University's Wexner Medical Center is a 21-story cancer and critical care tower designed to accommodate 348 inpatient beds, 252 acute care beds, 24 bone marrow transplant beds, and 72 critical care beds. The clinical space provides outpatient service, expanded operating rooms, radiation oncology space with eight linear accelerators, inpatient rooms, a pharmacy,

translational research areas, a public concourse, and meeting space. In addition to the tower, the phased expansion of the medical center included extensive mechanical, electrical and plumbing system upgrades and renovations to four adjacent, original health facilities, significant site infrastructure and surrounding roadway work, relocation of a memorial park and landscape rework.





VELOCITY CONSTRUCTION SERVICES, LLC

# Nationwide Children's Hospital Timken Hall Demolition & Redevelopment

## LOCATION

Columbus, OH

## PROJECT TYPE

Demolition of existing 4 story building  
and Redevelopment of green space

## SERVICES PROVIDED

General Contractor

## PROJECT SIZE

4-Story | 375,000 SF

## Project Overview

The complete demolition of an existing four-story building. The new open space will consist of a green space complete with new site furniture, sidewalks, brick pavers, and parking

lot. New exterior EIFS facade will be installed along with a curtain wall to add natural sunlight into the atrium area.



## 9.5 Client References

*9.5 Provide references for similar types of facilities. Reference shall include project name, location, square footage, project cost, contact person, email address and telephone number for all representative project of a similar scope since January 1, 2014.*

Client/Project Details	Contact Information
<b>OhioHealth Systemwide Program</b> Various Ohio Locations 1.8M SF \$1.2B program Current Client	Doug Scholl, AIA System Director, Facility Planning Office: 614.788.4473 Mobile: 614.581.2356 douglas.scholl@ohiohealth.com
<b>MetroHealth Campus Transformation Program</b> Cleveland, OH 600K SF \$1B program Current Client	Walter Jones Senior VP of Campus Transformation Mobile: 216.778.4540 wjones@metrohealth.org









## 9.6 Successful Performance on Similar Facilities

*9.6 Provide sufficient detail of successful performance relative to new construction of emergency room, clinical and mental health, or similar facilities.*

### Sample Relevant Healthcare Projects

We have a sound, practical knowledge of local market and regulatory conditions. Our team has a wealth of experience managing facilities similar to Franklin County's project. The projects listed on the next page reflect a sampling of that experience.



	Project Name & Location	Project Type/Size
	<b>MetroHealth</b> <i>Cleveland, OH</i>	600,000 SF, 270 bed Main Hospital New Emergency Department 26 Acre Urban Park Development
	<b>OhioHealth</b> <i>Various OH Locations</i>	Neuroscience Tower: 409,000 SF 6 MOBs: 370,000 GSF 2 Administrative Office Buildings: 382,000 GSF Suburban Access Hospital: 80,000 SF Various Other Expansion & Renovation Projects: ED, OR, NICU, ER, Cancer, Helipad, Parking, Energy Modernization, etc.
	<b>Fairview Health Services/UMMC</b> <i>Minneapolis, MN</i>	Two-Hospital Campus Renovation/ Expansion 162,599 SF ED Renovation \$111 Million
	<b>Shady Grove Adventist - Germantown</b> <i>Germantown, MD</i>	17,000 SF Freestanding ED Renovation 11,000 SF Imaging Center 27,000 SF Structured Parking
	<b>Piedmont Newton Hospital</b> <i>Covington, GA</i>	ED Expansion and Renovation 12,000 SF Renovations 5,000 SF New Construction
	<b>Beebe Healthcare</b> <i>Millville, DE</i>	South Coastal Campus – Freestanding ED & Cancer Center 23-Exam Room ED
	<b>Cone Health</b> <i>High Point, NC</i>	Medical Office Building & Freestanding ED 60,000 SF ACC 15,000 SF MOB
	<b>Sentara Healthcare</b> <i>Lake Ridge, VA</i>	Ambulatory Care, Medical Office Building, Freestanding ED 42,000 SF MOB 17,000 SF 1st Floor, Freestanding ED 21,000 SF 2nd Floor, ASC

## 9.7 LEED Experience

*9.7 Provide past experience with LEED or other sustainably bench marked projects.*

Hammes, as project manager, has completed LEED certified projects and LEED design basis standards projects. Recent and current LEED projects are listed in the table that follows.

### LEED Certified Project Experience

Project	Location	Year Completed	LEED Certified	Green/Sustainable Design
Einstein Medical Center Montgomery	Eastern Norriton, PA	2012	Silver	Yes
Emory Healthcare Musculoskeletal Institute	Atlanta, GA	Est. 2021	Silver	Yes
Moffitt Cancer Center New Expansion Hospital	Tampa, FL	Est. 2023	Silver	Yes
Mercy Medical Center West Lakes	West Des Moines, IA	2010	Silver	Yes
Virtua Voorhees Hospital	Voorhees, NJ	2012	Silver	Yes
Presence Center for Advanced Care	Chicago, IL	2015	Silver	Yes
Nicklaus Children's Hospital Advanced Pediatric Care Pavilion	Miami, FL	2016	Silver	Yes
MetroHealth Campus Transformation Program	Cleveland, OH	Est. 2022	Silver	Yes
The Ohio State University James Cancer Hospital and Solove Research Institute	Columbus, OH	2014	Gold	Yes
St. Anthony Hospital	Gig Harbor, WA	2010	No	Yes
University of South Florida Morsani College of Medicine + Heart Institute	Tampa, FL	2020	Silver	Yes

Hammes believes that sustainability, energy, and operationally efficient and patient centric environments are requirements for every new healthcare facility project. The benefits are numerous—lower energy consumption, reduced environmental impact, improved patient outcomes, risk mitigation, staff recruitment and retention, community perception—but a balance must be struck between the development budget and

sustainable design elements that the hospital leadership prioritizes. Generally, most of our major expansion and new construction projects are designed to the LEED Silver standard without pursuing the certification.

Hammes is an expert at leading teams through sustainable best practices. We abide by the philosophy that an environmental strategy should be developed very early in the process to reduce the cost associated with the inclusion of sustainable design elements. Hammes also helps hospitals weigh the benefits of LEED certification, which carries a significant cost, versus utilizing LEED standards as an element of the overall design basis.

## 9.8 Diversity Participation

*9.8 Provide past experience of successful initiatives that encouraged local, minority-owned, women owned, and small business participation in planning, design, and construction contracts.*

### Hammes Approach to Diversity and Inclusion

Hammes understands that Franklin County is an impactful member of the community. This project will mean an opportunity for economic advancement for hundreds of businesses and thousands of employees. Our priority throughout this project will be to ensure that Franklin County realizes maximum value in pursuit of your objectives. Given that, it is important to use the influence of your system to help small and diverse companies by giving them an opportunity to grow. Hammes has significant experience engaging women, minority, and veteran-owned businesses on our projects. We would take a proactive approach to ensure that the opportunities match the capabilities of the market.

As an example of successful partnerships with diverse firms, our OhioHealth Riverside Neuroscience Tower Project team established a Contractor Supplier Outreach Program with the following objectives:

1. Create an environment where teams can collaborate for future bid packages and maximize diverse participation in the project
2. Gather the latest information on minority contractors that will help the Project Team tailor select bid packages to include smaller diverse firms
3. Encourage joint ventures or partnerships between majority and diverse companies
4. Establish guidelines for majority companies to use diverse firms as second-tier subcontractors and vendors

Hammes is a proactive supporter of diversity programs and firms and brings a demonstrated track record of successful partnership with SBE/WBE/MBE firms. Over the past five years, Hammes has utilized SBE/WBE/MBE firms on several large-scale projects, including:

- OhioHealth, Systemwide, OH
  - Diversity participation commitment: 10%
  - Program scope: 16 current projects systemwide
- MetroHealth Campus Transformation Program, Cleveland, OH
  - Hammes diversity partner participation: 11.49% (refer to Program Summary report below)
  - Program scope: Complete campus transformation
- Fairview Health, Minneapolis, MN
  - WBE participation: Currently 7.5%
  - MBE participation: Currently 19%
  - Program scope: Renovation/expansion of their East and West Campuses, part of the University of Minnesota Medical Center

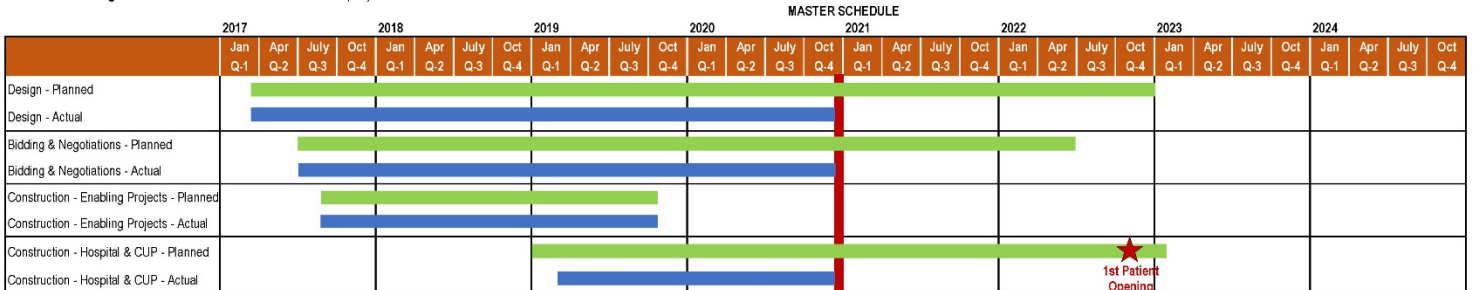
Below, we have provided a sample diversity participation report from our MetroHealth program.

#### MHS Campus Transformation Program - December 2020 Activity Report

Senior VP Campus Transformation: Walter B. Jones, Jr.  
 Owner's Representative: Hammes Company  
 Architect/Engineer: HGA  
 Construction Manager at Risk: Turner Construction Company

#### PROGRAM SUMMARY REPORT

Status Date: 12/31/2020



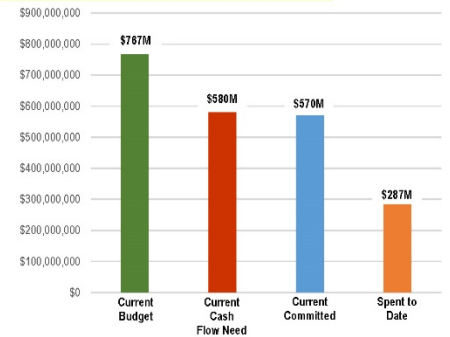
COST SUMMARY	Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7	Column 8	Column 9
Description	Current Budget	Current Commitments	Additional Commitments to Complete	Estimate to Complete	Cost to Date	Local Workforce Participation Contractual \$ Commitments To Date	Local Workforce Participation Contractual Commitments To Date %	Diversity Participation Contractual Commitments To Date %	At Completion Over/Under Actuals
Professional Services	\$89,790,000	\$67,356,065	\$22,433,936	\$63,900,000	\$43,109,883	\$24,160,847	35.87%	17.99%	\$0
Owner Soft Costs (Furniture, Technology, Testing, Permits, Contingency)	\$95,897,234	\$6,977,729	\$88,919,505	\$45,706,227	\$4,913,497	\$11,200	0.16%	0.00%	\$0
New Garage	\$26,400,000	\$25,301,479	\$1,098,521	\$26,400,000	\$24,856,263	\$25,125,500	99.30%	0.15%	\$0
Enabling/Site Demolition/Utilities	\$17,793,399	\$16,981,102	\$812,297	\$17,793,399	\$16,565,153	\$16,981,102	100.00%	24.56%	\$0
Hospital & CUP	\$451,870,200	\$451,870,200	\$0	\$479,870,200	\$197,270,482	\$451,870,200	100.00%	29.35%	\$0
Hospital Demo/Building Refacing/Site Improvements	\$38,160,500	\$0	\$38,160,500	\$38,160,500	\$0	\$0	0.00%	0.00%	\$0
Medical Systems/Equipment	\$47,240,000	\$1,361,830	\$45,878,170	\$47,240,000	\$0	\$0	0.00%	0.00%	\$0
	<b>\$767,151,333</b>	<b>\$569,848,405</b>	<b>\$197,302,928</b>	<b>\$719,070,326</b>	<b>\$286,715,278</b>	<b>\$518,148,849</b>	<b>90.93%</b> MHS Local Workforce Goal: 80%	<b>25.61%</b> MHS Diversity Goal: 30%	<b>\$0</b>

#### PROGRAM SUMMARY/UPDATE:

- Design/Construction Administration Phase**  
Site observations continue. CCP renovation construction documents in progress.
- Construction**  
CUP interior/exterior scope of work is approximately 90% complete overall.  
Hospital Tower fireproofing near completion and interior drywall continues.  
Hospital Tower enclosure scope underway. First glazing field QA/QC test passed.
- Contract Awards**  
Turner finalizing sub award sequence for remaining revised Day-1 sitework.  
Sub-contractor OCIP enrollment coordination continues and on schedule.  
CUP Test and Balance pre-test support/coordination continues.  
CCP Renovations and 118 bed expansion scope is next scheduled GMP Package.
- Overall Program Schedule and Budget Status**  
Expanded Critical Path Method Schedule in use with on-going updates.  
City review of HGA ASI documents continues.  
Project remains within budget and on schedule for all major CPM activities.  
Discussions with City and ODOT underway to finalize View Road-I71 connection.  
All critical ASI's, submittals and request for information (RFI) responses on schedule.  
Overall spend to date includes **\$219.2M for Turner** and **\$67.5M** for all others.

NOTE: REFER TO TERMINOLOGY LISTING ON THE BACK OF THIS SHEET FOR ADDITIONAL INFORMATION

Current Photo: Hospital Tower Structural Framing, CUP Interior/Exterior & MEP Installation





9.9 CM-at-Risk Experience

9.9 Provide past experience of successful project delivery utilizing the Construction Manager at Risk model.

As a leading provider of capital project management to healthcare systems, Hammes routinely delivers projects using a Construction Manager-at-risk model. A small, recent sampling of this experience include:



1

**MetroHealth Campus Transformation**

600,000 SF, 270-bed New Hospital  
Outpatient Pavilion  
26-Acre Urban Park Development

4

**UHealth (University of Miami Health) Expansion**

140,000 SF, OR Tower Expansion  
35,000 SF, Main Entry Expansion  
Infrastructure Upgrades

2

**Virginia Hospital Center Ambulatory Center**

342 Bed Teaching Facility  
250,000 SF Ambulatory Facility  
1,700 Car Parking Garage

5

**Beebe Healthcare, Rehoboth Specialty Surgical Micro-Hospital**

132,000 SF Micro-Hospital

3

**OhioHealth System-wide Program**

Neuroscience Tower: 409,000 SF  
6 MOB: 370,000 GSF  
2 Administrative Office Buildings: 382,000 GSF  
Suburban Access Hospital: 80,000 SF  
Various Other Expansion & Renovation Projects: ED, OR, NICU, ER, Cancer, Helipad, Parking, Energy Modernization, etc.

6

**Nicklaus Children's Hospital**

212,000 SF Hospital Expansion/Renovation

## 9.10 Project Scope of Work and Approach

*9.10 Provide an outline of your scope of work, including innovative recommendations, or alternative approaches. Provide your resource pool, useful information technology applications, proficient methods of project management (budget, schedule and scope), and approach to quality control.*

Hammes' approach is designed to manage all major tasks during the full lifecycle of a project, as summarized below.

### Capital Project Management Lifecycle

01.	02.	03.	04.	05.
Project Organization & Planning	Design/ Preconstruction	Design Completion & Construction Commencement	Construction	Occupancy/ Post Occupancy
<ul style="list-style-type: none"> <li>Guiding principles</li> <li>Detailed schedule, budget, &amp; cash flow developed</li> <li>User groups organized</li> <li>AE, CM &amp; other team member selected</li> <li>AE &amp; CM agreement negotiated</li> <li>Reporting relationships &amp; communication protocols outlined</li> <li>Site &amp; facility assessments completed</li> <li>Planning work validated</li> </ul>	<ul style="list-style-type: none"> <li>Issues tracking tool developed &amp; managed</li> <li>Construction phasing &amp; scheduling reviewed</li> <li>SDs &amp; DDs documentation reviewed</li> <li>Competitive bid reviews and scope confirmation</li> <li>Detailed budget &amp; cash flow updated</li> <li>Invoices reviewed &amp; processed</li> <li>Value analysis performed</li> <li>CM selected (if competitive bid)</li> <li>Medical equipment &amp; IT coordinated</li> <li>Jurisdictional approvals finalized</li> <li>Final design approved</li> </ul>	<ul style="list-style-type: none"> <li>Issues tracking tool maintained</li> <li>Phasing plan &amp; detailed construction schedule finalized</li> <li>GMP finalized &amp; approved</li> <li>Interim departmental relocations completed</li> <li>Enabling projects completed</li> <li>Construction bid packages reviewed</li> <li>Subcontractor &amp; supplier bids reviewed &amp; recommendations finalized</li> </ul>	<ul style="list-style-type: none"> <li>Monthly project status reports submitted to senior management</li> <li>Monthly Steering Committee meetings conducted</li> <li>Monthly applications for payment reviewed &amp; approved</li> <li>Change orders negotiated/processed</li> <li>Detailed cost tracking &amp; control conducted</li> <li>Remaining buyout reviewed</li> <li>Issues tracking tool maintained</li> <li>Daily construction activity reviewed</li> <li>QA/QC monitored</li> <li>FF&amp;E &amp; IT systems procured &amp; installed</li> </ul>	<ul style="list-style-type: none"> <li>Move plan coordinated</li> <li>User transition teams assisted</li> <li>Building system operational info reviewed &amp; turned over to facilities management</li> <li>Punch list completion reviewed</li> <li>CO &amp; Certificate of Substantial Completion obtained</li> <li>Final invoices reviewed, negotiated &amp; processed</li> <li>AE, CM, &amp; other agreements closed out</li> <li>First year warranty related issues resolved</li> </ul>

### An Innovative Process: Hammes Lean Project Delivery

Hammes' Lean project delivery approach establishes an integrated, collaborative team focused on managing a project's vision, budget and schedule by ensuring:

- Success is defined beyond project baseline performance to focus on improving patient care services and outcomes efficiently
- No gaps in the project delivery elements required to succeed
- Capital projects align with health system goals and improve revenue impact
- Speed to market is expedited using Lean delivery processes
- Owner and project team are aligned and to improve patient, physician and staff satisfaction; and
- Outcomes are as predictable as possible.

Our approach is flexible. We first begin with understanding your current conditions, strategic and operational goals and patient care access goals. We believe our Lean project delivery approach is uniquely suited to your project. Our process is summarized with the three-step process:



**ASSESS** - Understand the patient care improvement initiatives embodying the project vision, guiding principles, and expectations.



**ASSEMBLE** - Collaborate with Franklin County to assemble the right team by managing an objective and qualifications-driven selection process. We will define team organization, roles and responsibilities and a communication structure that reports timely decisions.



**ACTION** - Establish design basis and executed planning, design, construction and occupancy to support the integration of micro hospital operating efficiencies. During this phase, we actively engage with the owner and the implementation team to ensure all project elements are aligned to ensure predictable baseline tracking and performance.

### **A Value-Driven Model: Hammes Lean Project Delivery**

The value within the Hammes Lean project approach is centered around integrating the project team's accountability within four key project components:

**DESIGN BASIS** - Hammes ensures the project team maintains the project vision and guiding principles throughout the project. The Design Basis is maintained during operational planning initiatives, facility modeling initiatives, and department expansion and circulation initiatives, always supporting your core values of caring, excellence, and integrity.

**PROJECT PLANNING AND EXECUTION** - Hammes recognizes improving operational efficiencies is a continuous process and our project delivery approach will embrace the needed flexibility to adapt to changes to improve patient care. We lead a design and construction culture.

**OPERATIONS, TRANSITION PLANNING, AND EXECUTION** - During the design and construction phase, we need to begin to understand how the facility will be occupied and how those stakeholders will transition or relocate into the new facility. The operations planning model embraced during project planning and execution serves as the basis for your operations planning efforts.

**PROJECT PERFORMANCE VALIDATION** - Before the project starts, we work with you to define important key project metrics/key performance indicators (KPIs) for you, your leadership, and the project.

### **Technology Applications**

Our key program management technology platform is e-Builder, which is recognized as the industry standard.

This integrated online collaboration and project management system manages the information and data that guide facility design and construction. Project control features based on our e-Builder tool are detailed below.

- Cost Management
- Document Management
- Contact Management
- Reporting

This integrated online collaboration and project management system manages the information and data that guide facility design and construction. It is especially strong financial tool to not only track costs, but, more importantly, forecast costs. You will know at all times of projected savings or possible line item overruns so that you can address them quickly and appropriately.

In addition to real-time cost information to enable better decision making, our technology platform is also a repository for all historical project documents and information is accessible by our clients and other approved team members. Our technology platform includes some of the following modules:

- **Documents Module** – archiving historical project related documents
- **Contacts Module** – project directory
- **Schedule/Calendar of Events** – project milestone summary
- **Cost Module** – comprehensive cost tracking for budget, commitments, invoices and pending change requirements
- **Cash Flow** – cash flow forecasting can be accomplished at a summary level per the schedule and cost module inputs

## E-Builder Expertise

**Our team includes 7 e-Builder "Super Users"**

**\$2.29B**  
in capital project budget value managed by Hammes in e-Builder

**WE USE E-BUILDER TO:**

- Track construction budgets
- Forecast & manage cash flow
- Document retention & management
- Manage third parties & contacts
- Manage multiple funding sources (if applicable)
- Monitor individual contracts/purchase orders to ensure accurate third party billing
- Reconcile full project budget with client accounting and finance leadership

*Our project was large and complex; Hammes Company understood that, they organized and developed and brought it in on schedule and under budget...overall, a really great job!*  
**Leo Fronza, Former President & CEO, Elmhurst Memorial Healthcare**

*I've never had this much visibility to project costs!*  
**Dr. William Tuttle, Former VP of Strategy and Planning, Baptist Memorial Healthcare**

Project control features based on our e-Builder tool are detailed below.

- **Cost Management** – Quickly identify past, current, and future costs, commitments, and changes as a project progresses. Forecasting features enable our project managers to accurately predict the cost-to-complete and cash flow needs to avoid unpleasant surprises. The Cost module also provides cost summaries across one or multiple projects with drill-down capabilities to access more detailed information. You can view information in many different ways (e.g., by vendor, or by project type).
- **Document Management** – This module serves as the central repository of all project files, including documents, drawings, photographs, CAD files, and more. This central repository will help ensure stakeholders work off the most current file versions and collaborate using the integrated markup tools. Project teams benefit from improved communications, faster data exchange, and improved collaboration by accessing files from one secure location. e-Builder tracks and records all activities (e.g., upload, view, download, email, etc.) occurring in the system.
- **Contact Management** – This module allows the team to manage easily all contacts across all the project in a central location for easy access. It also provides the ability to associate one or multiple contacts with a company and maintains one master contact list for all projects. We also supplement e-Builder with several other programs that provide specific contributions to the overall set of communication tools, including:
  - **Budget Builder** is a Hammes proprietary tool which builds and establishes baseline project budgets (later imported into e-Builder).
  - Issues & Action Item List and Project Team Meeting Minutes
  - Monthly Client Progress Reports



The e-Builder technology platform brings the following benefits:

- Get real-time information so you can make the right facility decisions
- Foster consistent service delivery to standards of excellence and monitor operational and financial benchmarks
- Provide a platform for sharing of best practices and the right technology tools so that our team can continually enhance performance
- Access and manage documents including contracts, change orders, vendor communications and meeting minutes
- Create in-depth budgets and initiate changes and updates as necessary
- Manage tasks with automatic reporting on due and overdue jobs
- Run all functions consistently across multiple projects and locations
- Handle detailed accounting including invoice processing, and forecast cash flow, all in compliance with the Sarbanes-Oxley Act (SOX)

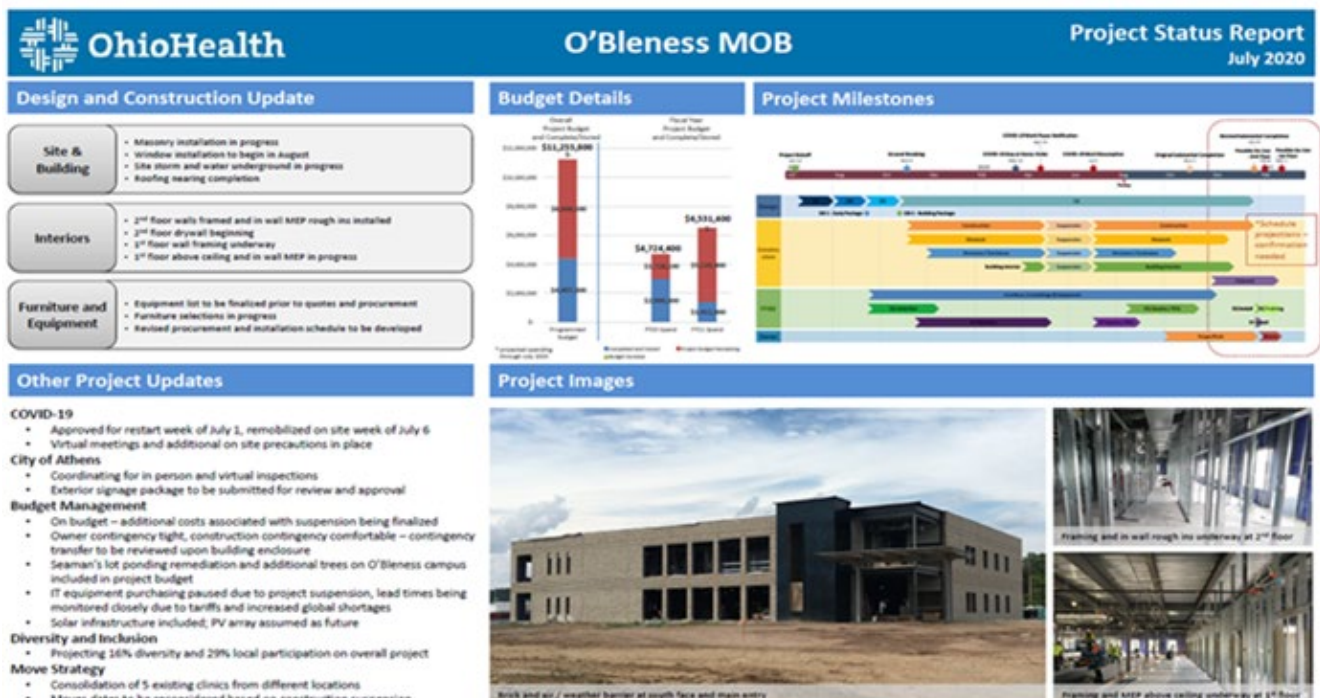
## Deliverables

Below are some examples of project deliverables we currently use for our clients:

- **Division of Responsibility Matrix** – Provides a comprehensive menu of required project activities and the assignment of responsibilities by team entity.
- **Biweekly Communication Report** – Provides a recap of events completed within the recent 2-weeks, a 2-weeks event forecast, key upcoming milestones and key issues being managed.
- **Anticipated Cost Report** – Provides detailed cost reporting.
- **Project Monthly Dashboard** – Provides a monthly dashboard snapshot that is initiated during the schematic design phase.

## Sample Client Dashboard

Below, we have provided a sample dashboard report for our work with OhioHealth an their O’Bleness MOB.



## Lean/IPD and Stakeholder Engagement

For important projects like the Franklin County Mental Health and Addiction Crisis Center, it is critical to develop a shared vision between leadership, department leaders, staff, project team, and other professionals. Before design even starts, we will meet to set the vision and goals together. Hammes will meet regularly with key constituents identifying design progress, financial progress and risks to the budget and/or schedule.

We find that having a “big room” where your leadership, key stakeholders, and design and construction team meet regularly provides great benefits. This constant communication allows end-users and leaders to easily reference previous work and decisions to keep everyone on track and maintain the project’s vision. We are currently implementing the big room model at MetroHealth (Cleveland, OH) for their Campus Transformation Program.



We believe that constructing full-scale mock-ups of key rooms truly helps end-users and designers to better visually communicate operational intent and design intent. The benefits of the full-scale mockup generate:

- Buy-in from all constituents (users, leadership, patient advisory groups, project delivery team)
- Better understating of the issues; creative problem solving
- Clearly communicates the intended outcome

Also, focusing on “operational form and function” (versus design form and function) is our key approach to managing expectations. Requiring the project team to address how operational requirements are being addressed (in operational terms) is critical.

## Maintaining Quality & Schedule

We form a strong, trusting relationship with our partners, including the owner, design professionals, construction professionals and other consultants. Our Lean project delivery approach establishes an integrated, collaborative team focused on managing a project’s vision, budget and schedule by ensuring:

- All elements are identified so there will be no gaps
- Expedited speed to market using Lean delivery processes
- The entire team is aligned and engaged throughout the project duration
- We hold each other accountable for the successful delivery of the project
- We demand predictable results from all team members

We recognize that we are acting on behalf of Franklin County and will oversee the design and construction team as appropriate.

## **QA/QC Philosophy**

Our shared goal is to deliver the highest-quality facility to the staff and patients of Franklin County. When the team performs well, it's because we enable them to do their jobs well. Our QA/QC approach will be an integral part of our continuing efforts to achieve this goal and to fulfill the Mental Health and Addiction Crisis Center project requirements.

Hammes will identify quality control problems, provide corrective solutions to the problems, including the removal and replacement of defective work will be held responsible for the administration, control, implementation, and maintenance of the quality plan. Any issues related to quality of work will be reported to the relevant person immediately. The QA/QC team will look at the project as a whole and encourages a policy of, "see something, say something," regardless of whether an issue falls within your scope.

The QA/QC approach provides the procedures for planning for and monitoring activities to assure the quality of work required by the Contract Documents, applicable regulations, and other guiding principles.

We will maintain an easily accessible record of all observation reports, inspection reports, punch lists and corrective action, report responses, etc.

## **Resource Pool**

Our company has 114 employees including professionals with the experience to address every facet of project management, operations planning, transition planning, and master planning. Hammes has professionals strategically located in key markets across the country, including a network of seasoned, experienced limited term employees. This network allows us to tailor our staff resources specifically to suit the needs of each project, providing key staff support for targeted assignments during various stages of project delivery.

## **9.11 Small and Emerging Business Enterprise Status**

*9.11 Provide Small and Emerging Business Enterprise status and/or that of any sub-consultants.*

Velocity Construction Services is a certified Small and Emerging Business Enterprise. Please see attached Small Business Affidavit (Appendices).

## **9.12 Litigation Disclosure**

*9.12 Disclose all litigation since January 1, 2014 which names the Consultant or any of its member firms as a party.*

There are no current or pending claims or litigation against Hammes Company Healthcare or any of its affiliates involving a healthcare organization or physician(s).

Hammes has not had any contracts terminated in the last five years nor has any ongoing or pending litigation, claims or arbitration matters at this time. Hammes has had no material disputes within the past 10 years.

---

## Appendices

# Appendices

## **A. Signed Addenda**



Franklin County  
Board of Commissioners

**PUBLIC FACILITIES  
MANAGEMENT**

January 8, 2021

**REQUEST FOR QUALIFICATIONS  
2020-03-27  
DESIGN PROFESSIONAL SERVICES  
for the  
FRANKLIN COUNTY DOMESTIC RELATIONS  
AND JUVENILE COURT  
AMENDMENT #1**

---

Amendment #1 is being issued to inform all proposers of the following:

The Pre-Submittal teleconference will be a Microsoft Teams Meeting. Please enter your name, name of the firm you represent, email address and telephone number in the chat line.

The URL for the Pre-Submittal Conference is listed below:

[https://teams.microsoft.com/join/19%3ameeting\\_MmJjYzkWMTctNzg1Zi00NTJlWl3ZDgtYjk4MzlzZDY1Mjhi%40thread.v2/0?context=%7b%22Tid%22%3a%2293c52ce1-0d75-4263-9ab9-9c287e289e18%22%2c%22Oid%22%3a%22363af1e6-13b6-4442-af27-65e361e1152f%22%7d](https://teams.microsoft.com/join/19%3ameeting_MmJjYzkWMTctNzg1Zi00NTJlWl3ZDgtYjk4MzlzZDY1Mjhi%40thread.v2/0?context=%7b%22Tid%22%3a%2293c52ce1-0d75-4263-9ab9-9c287e289e18%22%2c%22Oid%22%3a%22363af1e6-13b6-4442-af27-65e361e1152f%22%7d)

The Call-in number remains 1 773-917-3504 498257516#

Please note the new platform for RFQ Submission opening has been modified to a Microsoft Teams meeting from a Zoom meeting.

The URL for the Microsoft Teams Meeting is listed below:

[https://gcc02.safelinks.protection.outlook.com/ap/t-59584e83/?url=https%3A%2F%2Fteams.microsoft.com%2F%2Fmeetup-join%2F19%253ameeting\\_NmUyZmQ5OGUtZjBkMi00NDQ1LTkxOTAtMTIzMzljNGVhMzEy%2540thread.v2%2F0%3Fcontext%3D%257b%2522Tid%2522%253a%252293c52ce1-0d75-4263-9ab9-9c287e289e18%2522%252c%2522Oid%2522%253a%25227904ad4e-7c17-4c2b-9a04-1e2a783e2c79%2522%252d&data=04%7C01%7Ccmdhunter%40franklincountyohio.gov%7Cd4635a006e9943204baf08d8a050547e%7C93c52ce10d7542639ab99c287e289e18%7C0%7C0%7C637435614153695797%7CUnknown%7CTWFpbGZsb3d8eyJWljojMC4wLjAwMDAiLCJQIjoiV2luMzliLCJBTiI6Ikl1haWwiLCJXVCi6Mn0%3D%7C1000&sdata=9Vwu3BJ8Rei0J%2BP11%2B6aMZBld%2F24mJAoA6GLh3T4dFU%3D&reserved=0](https://gcc02.safelinks.protection.outlook.com/ap/t-59584e83/?url=https%3A%2F%2Fteams.microsoft.com%2F%2Fmeetup-join%2F19%253ameeting_NmUyZmQ5OGUtZjBkMi00NDQ1LTkxOTAtMTIzMzljNGVhMzEy%2540thread.v2%2F0%3Fcontext%3D%257b%2522Tid%2522%253a%252293c52ce1-0d75-4263-9ab9-9c287e289e18%2522%252c%2522Oid%2522%253a%25227904ad4e-7c17-4c2b-9a04-1e2a783e2c79%2522%252d&data=04%7C01%7Ccmdhunter%40franklincountyohio.gov%7Cd4635a006e9943204baf08d8a050547e%7C93c52ce10d7542639ab99c287e289e18%7C0%7C0%7C637435614153695797%7CUnknown%7CTWFpbGZsb3d8eyJWljojMC4wLjAwMDAiLCJQIjoiV2luMzliLCJBTiI6Ikl1haWwiLCJXVCi6Mn0%3D%7C1000&sdata=9Vwu3BJ8Rei0J%2BP11%2B6aMZBld%2F24mJAoA6GLh3T4dFU%3D&reserved=0)

The submission date for the subject RFQ remains February 5, 2021 at 2:00 P.M.

This Amendment supplements and amends the original Request for Qualifications and shall be taken into account when preparing submission and shall become a part of the Request for Qualification document.

When submitting your response please sign and return this signature page of the Amendment.



2/3/2021

---

Company name and Signature of Authorized Company Representative

Date

Nancy Connolly, President

Hammes Company Healthcare, LLC

SERVICE | PROGRESS | EXCELLENCE



January 20, 2021

**REQUEST FOR QUALIFICATIONS  
2020-03-27  
FRANKLIN COUNTY MENTAL HEALTH AND ADDICTION CRISIS CENTER  
AMENDMENT #2**

---

Amendment #2 is being issued to inform all proposers of the following:

1. Amendment #2 is being issued to correct Amendment #1. Change Title to read: **Franklin County Mental Health and Addiction Crisis Center**.
2. Attached is the standard contract form (Attachment 1).
3. Attached is the New Location for In Person Bid Delivery Receptable Box. (Attachment 2)
4. The virtual forum for the Bid Opening will take place via Teams Meeting. Bidders may view the public opening at the following link:

The telephone call in number is [+1 773-917-3504,,543877318#](tel:+17739173504543877318)

Telephone Conference ID: 543 877 318#

The URL is stated below:

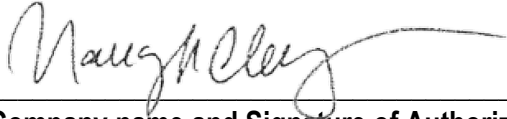
[https://gcc02.safelinks.protection.outlook.com/ap/t-59584e83/?url=https%3A%2F%2Fteams.microsoft.com%2F%2Fmeetup-join%2F19%253ameeting\\_MTI4MjdINDctYTVhOS00N2ZkLTkzYjYtYjdYjdhYWQwOTkxYTgz%2540thread.v2%2F0%3Fc%2F0%3Fcontext%3D%257b%2522Tid%2522%253a%252293c52ce1-0d75-4263-9ab9-9c287e289e18%2522%252c%2522Oid%2522%253a%25227904ad4e-7c17-4c2b-9a04-1e2a783e2c79%2522%257d&data=04%7C01%7Ccmdhunter%40franklincountyohio.gov%7C6f036d131854467c73a808d8a07d5ab1%7C93c52ce10d7542639ab99c287e289e18%7C0%7C0%7C637435807548841112%7CUnknown%7CTWFpbGZsb3d8eyJWljiMC4wLjAwMDAiLCJQIjoiV2luMzliLCJBTiI6IjEhaWwiLCJXVCi6Mn0%3D%7C1000&sdata=8isk%2Fc1ZQhXGabYrBcaQs3IzeVw2XHSDVPLqdvzKnXY%3D&reserved=0](https://gcc02.safelinks.protection.outlook.com/ap/t-59584e83/?url=https%3A%2F%2Fteams.microsoft.com%2F%2Fmeetup-join%2F19%253ameeting_MTI4MjdINDctYTVhOS00N2ZkLTkzYjYtYjdYjdhYWQwOTkxYTgz%2540thread.v2%2F0%3Fc%2F0%3Fcontext%3D%257b%2522Tid%2522%253a%252293c52ce1-0d75-4263-9ab9-9c287e289e18%2522%252c%2522Oid%2522%253a%25227904ad4e-7c17-4c2b-9a04-1e2a783e2c79%2522%257d&data=04%7C01%7Ccmdhunter%40franklincountyohio.gov%7C6f036d131854467c73a808d8a07d5ab1%7C93c52ce10d7542639ab99c287e289e18%7C0%7C0%7C637435807548841112%7CUnknown%7CTWFpbGZsb3d8eyJWljiMC4wLjAwMDAiLCJQIjoiV2luMzliLCJBTiI6IjEhaWwiLCJXVCi6Mn0%3D%7C1000&sdata=8isk%2Fc1ZQhXGabYrBcaQs3IzeVw2XHSDVPLqdvzKnXY%3D&reserved=0)



The submission date for the subject RFQ remains February 5, 2021 at 2:00 P.M.

This Amendment supplements and amends the original Request for Qualifications and shall be taken into account when preparing submission and shall become a part of the Request for Qualification document.

When submitting your response please sign and return this signature page of the Amendment.



2/3/2021

---

Company name and Signature of Authorized Company Representative

Date

Nancy Connolly, President

Hammes Company Healthcare, LLC

**Commissioner** Kevin L. Boyce  
President

**Commissioner** Marilyn Brown

**Commissioner** John O' Grady

**Purchasing Department**  
Megan A. Perry-Balonier, Director

\* \* \* NOTICE \* \* \*

NEW LOCATION  
FOR FRANKLIN COUNTY PURCHASING DEPARTMENT  
BID/PROPOSAL DROPBOX

The Franklin County Purchasing Department is moving its Bid/Proposal Dropbox location. Should you choose to deliver your Bid/Proposal in person, please follow the directions below:

**Bids/Proposals delivered in-person:**

Due to the COVID-19 pandemic, vendors will not be permitted to enter the Franklin County Office Tower in order to hand deliver their Bids/Proposals directly to the Purchasing Department on the 25<sup>th</sup> Floor. However, bids & proposals may be delivered in-person to a receptacle box located along the west wall of the Pavilion, 365 South High Street, Columbus, OH 43215. The Pavilion is the main entrance to the Franklin County Court House complex. See link:

<https://facilities.franklincountyohio.gov/Facilities/Facilities/Pavilion>.

The Franklin County Purchasing Department Dropbox is now located along the west wall after you walk through the Security Check Point (next to/near the art exhibit titled "TRASHASAURUS REX").

All visitors are required to pass through the Sheriff Department Security Check Point (metal detectors) in order to access the new location for the Bid/Proposal Dropbox.

**There are multiple receptacle boxes in this area, so vendors should take care to deposit their bid/proposal in the correct mailbox labeled "*Franklin County Purchasing Department*."**

ALL SEALED BIDS/PROPOSALS MUST BE PROPERLY IDENTIFIED WITH THE SUBMITTERS NAME AND THE ITB/RFP/RFQ NUMBER AND TITLE ON EACH SEALED ENVELOPE.

January 28, 2021

**REQUEST FOR QUALIFICATION**  
**2020-03-27**  
**FRANKLIN COUNTY MENTAL HEALTH AND ADDICTION CRISIS CENTER**  
**AMENDMENT #3**

Amendment #3 is being issued to provide responses to all questions:

Attachments: Attachment One Microsoft Teams and Email sign in Sheet  
Attachment Two Power Point of Pre-Submission Conference

**1. Q:** Are you taking separate bids for site work on this project or just one General bid for the whole project? When will there be plans available?

**A: This RFQ is for Owner's Representative Services. The project delivery method is Construction Manager at Risk. Project schedule will be determined at a later date.**

**2. Q:** Do you anticipate extending the bid date?

**A: No, the submission date will not be extended.**

**3. Q:** What additional details are you willing to provide, if any, beyond what is stated in bid documents concerning how you will identify the winning bid?

**A: No additional details will be provided. Project documents are the RFQ, Amendments one, two and three.**

**4. Q:** Was this bid posted to the nationwide free bid notification website at [www.mygovwatch.com/free?](http://www.mygovwatch.com/free?)

**A: No.**

**5. Q:** Other than your own website, where was this bid posted?

**A:** The Request for Qualifications is posted in the Purchasing Department 373 South High Street 25<sup>th</sup> floor (Bid Board) Columbus OH 43215 and Franklin County Office Tower Lobby Level 373 South High Street (Bid Board) Columbus OH 43215. ADAMH posted a link to the Request for Qualifications on their website.  
<https://www.fcmhacc.com/requests-for-proposals.html>

**6. Q:** Please let us know whether you have received this email, and when and how answers will be provided.

**A:** Email was received, answers will be posted on the Franklin County Ohio Purchasing Department's Website. <https://bids.franklincountyohio.gov/>

**7. Q:** Can you please attach the specifications?

**A:** There are no specifications within the Request for Qualifications.

**8. Q:** I have tried to download the RFQ attachments for this bid, but I am getting a server error. Is there a better way for me to view these documents

**A:** The documents have been posted on the Franklin County Ohio Purchasing Department's Website. <https://bids.franklincountyohio.gov/>

**9. Q:** I am trying to locate this RFQ and for some unknown reason, it is not showing up on our vendor site. Would you be able to provide me with the RFQ PDF or get me into contact with someone who would be able to assist me?

**A:** The documents have been posted on the Franklin County Ohio Purchasing Department's Website. <https://bids.franklincountyohio.gov/>

**10. Q:** I am looking for the actual RFQ for this project. Can you please forward me that RFQ?

**A:** The documents have been posted on the Franklin County Ohio Purchasing Department's Website. <https://bids.franklincountyohio.gov/>

**11. Q:** I received an email about bidding this project but i need to review the RFQ. It was not attached anywhere in the email. Can you please forward me the RFQ to me?

**A:** The documents have been posted on the Franklin County Ohio Purchasing Department's Website. The RFQ will not be emailed but can be downloaded at <https://bids.franklincountyohio.gov/>

**12. Q:** Good Afternoon. I am looking for the actual RFQ that goes with this project. Can you please email it to me for review?  
Thank you!

**A: The documents have been posted on the Franklin County Ohio Purchasing Department's Website. The document will not be emailed but it can be downloaded.**

**13. Q:** I am interested in any opportunities to pursue working for the county as an Owner's Rep for to assemble, consult, on and manage any construction and facilities management opportunities the County might have. I am on the website <https://bids.franklincountyohio.gov/>, however, I am wondering if there is a more appropriate site or place that I may keep up to speed for any opportunities that my company can leverage our extensive construction experience to represent and help the county win?

**A: The only location the RFQ is posted will be the Franklin County Ohio Purchasing Departments Website.**

**14. Q:** Will the pre-proposal meeting list be distributed to the attendees?

**A: Yes, it is attached as Attachment One.**

**15. Q:** When will the A/E RFQ be issued for this project?

**A: After the Owner's Representative is under contract.**

**16. Q:** Are you able to share the PowerPoint that was referenced during the call?

**A: Yes, it is attached as Attachment Two.**

**17. Q:** Hill International, Inc. wishes to ask the following question in response to the subject RFP:

Page 3 and 4 of 20 talk about the Owner Representative developing the Program of Requirements (POR) and Facility Needs Assessment, Concept Design, Space Program, and other similar key design elements, yet page 6 of 20 (item 4.2.3) states that this work will be completed by the Owner's other Consultant. Please clarify if the Owner would like these services within the Owner Representative or keep them within the Architects scope of work.

**A: Scope of services should be interpreted as outlined in the draft contract that was issued in Amendment 2.**

**18. Q:** The Proforma Development scope included in 4.2.3 notes that the “Owner Representative shall assist the Owner’s other Consultants to develop the Project Proforma”. We understand the Owner’s Representatives responsibility for developing construction and project budget, and maintenance and facility operating cost projections. Will the Operator be engaged to provide any business related incomes/costs required for the Pro Forma report?

**A: At the time of this response an operator has not been selected. The operations and maintenance information will be shared with the Operator’s Pro Forma.**

**19. Q:** What are the expectations for the Consultant for on-site presence during the construction phase? Is the expectation that this is full time, part-time, or as needed?

**A: Consultant will be a full-time consultant during the construction phase that will be on site.**

**20. Q:** Small and Emerging Business Enterprise – the score sheets note that the Consultant is to demonstrate their status of consultant and sub-consultants. Are the identified points (Consultant – 10, sub-consultant – 5, neither – 0) scored for clearly identifying status or for our status itself?

**A: Points are awarded for the following consultant status = ten points, sub consultant = five points. Please provide the status of submitting firm and any sub-consultants. Ten points is the maximum score possible.**

**21. Q:** Regarding project budget, is there a breakout available of the total \$50M between Construction Costs and Soft Costs?

**A: Budget was based on national averages. The details of the budget have not been developed at this time.**

**22. Q:** Please confirm that the program includes both inpatient and outpatient program elements.

**A: The program included both inpatient and outpatient programs.**

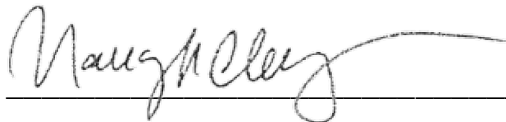
**23. Q:** Additional tasks and deliverables to be provided by the Owner's Representative, as noted on Page 4, Bullet 6 of the RFP, includes "Facility Needs Assessment and Pre-Architectural Program of Requirements, developing a concept design, space program, and adjacency diagram identifying the key elements and size based on the projected population, programming, and bed requirements." Section 4.2.3 then notes that the Owner's Representative will work with the Design Professional to review and comment on their preliminary evaluation of the Program of Requirements. For clarification – will the development of the Program Requirements be the deliverable of the Design Professional or the Owner's Representative?

**A: Scope of services should be interpreted as outlined in the draft contract that was issued in Amendment 2.**

**The submission date for the subject RFQ remains February 5, 2021 at 2:00 P.M.**

**This Amendment supplements and amends the original Request for Qualifications and shall be taken into account when preparing submission and shall become a part of the Request for Qualification document.**

**When submitting your response please sign and return this signature page of the Amendment.**



2/3/2021

---

**Company name and Signature of Authorized Company Representative**

**Date**

Nancy Connolly, President

Hammes Company Healthcare, LLC



**B. Small & Emerging Business Enterprise Info**

## ATTACHMENT 4

### SMALL AND EMERGING BUSINESS ENTERPRISE INFORMATION

Please check the descriptions below that apply to your business. If your business meets the criteria of a Small and Emerging Business Enterprise but does not currently have a formal certification through a certifying body, you may complete and submit the Small and Emerging Business Enterprise Affidavit.

Please check *all that apply*:

☒ **8(a) Business Development Program**

In order to help small, disadvantaged businesses compete in the marketplace, the SBA created the 8(a) Business Development Program. The 8(a) Business Development Program is a business assistance program for small disadvantaged businesses. The 8(a) Program offers a broad scope of assistance to firms that are owned and controlled at least 51% by socially and economically disadvantaged individuals. Participation in the program is divided into two phases over nine years: a four-year developmental stage and a five-year transition stage

☐ **Disadvantaged Business Enterprise (“DBE”)**

DBEs are for-profit small business concerns where socially and economically disadvantaged individuals\* own at least a 51% interest and also control management and daily business operations. (\*African Americans, Hispanics, Native Americans, Asian-Pacific and Subcontinent Asian Americans, and women are presumed to be socially and economically disadvantaged). Other individuals can also qualify as socially and economically disadvantaged on a case-by-case basis. To participate in the DBE program, a small business owned and controlled by socially and economically disadvantaged individuals must receive DBE certification from the relevant state—generally through the state Uniform Certification Program (UCP).

To be regarded as economically disadvantaged, an individual must have a personal net worth that does not exceed \$1.32 million. To be seen as a small business, a firm must meet SBA size criteria AND have average annual gross receipts not to exceed \$22.41 million. Size limits for the airport concessions DBE program are higher. The Department has issued a final rule amending its disadvantaged business enterprise (DBE) program at 49 CFR part 26.

☒ **Encouraging Diversity, Growth and Equity (“EDGE”)-Certified Business Enterprise**

An EDGE-certified business must be owned and controlled by a U.S. citizen who is a resident of Ohio. A business may qualify for EDGE certification if either (a) its owner is both socially and economically disadvantaged, or (b) the business is located in a qualified census tract and the owner is economically disadvantaged. A business enterprise that is eligible for EDGE certification must (1) have been in business for at least one year prior to applying; and (2) be at least 51 percent owned by socially and economically disadvantaged individuals. The business owner must (1) have day-to-day control over the business, exercising final authority over all aspects of the daily operations of the business, including but not limited to operations, financial

and business management, and human resources and policy decisions; and (2) possess all licenses and permits required by law to perform the scope of work within classifications requested.

☐ **Lesbian, Gay, Bisexual, Transgender Business Enterprise (“LGBTBE”)**

An independent business concern that is at least fifty-one percent (51%) owned and controlled by one or more LGBT persons who are U.S. citizens or lawful permanent residents, or in the case of any publicly-owned business, at least fifty-one percent (51%) of the equity of which is owned and controlled by one or more LGBT persons who are U.S. citizens or lawful permanent residents; and whose management and daily operation is controlled by one or more of the LGBT owners.

☒ **Local Economically Disadvantaged Enterprise (“LEDE”)**

A sole proprietorship, partnership, company, corporation or joint venture that has been in business for at least one year prior to the date of determination in connection with the County’s contracting or procurement activities and that meets certain size limitations based on the Federal Small Business Administration Regulations set forth in 13 C.F.R. §121.201 and the revisions thereto. The enterprise must be local, having (a) its principal place of business within Franklin County, Ohio as determined by the payment of real or personal property taxes on property located in such county for not less than one taxable year immediately prior to the date of determination or (b) more than 50% of its full-time employees residing within the boundaries of Franklin County; and must be economically disadvantaged such that the enterprise is at least 51% owned and controlled directly or indirectly by one or more individuals, each with a personal net worth equal to or less than \$750,000. Personal net worth of an individual includes the personal net worth of the individual’s spouse, if any, but does not include (1) the individual’s ownership interest in the enterprise being considered in connection with the County’s contracting and procurement activities or (2) the individual’s equity in his or her primary residence. Additionally, a contingent liability does not reduce an individual’s personal net worth.

☒ **Minority Business Enterprise (“MBE”)**

Minority business concern, as used in this definition, means a small business concern (1) which is at least 51 percent owned by one or more minorities or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more minorities; and (2) whose management and daily business operations are controlled by one or more minorities.. “Minority business enterprise” means Blacks or African Americans, American Indians, Hispanics or Latinos, and Asians as defined in the Ohio Revised Code.

☒ **Small and Emerging Business Enterprise (“SEBE”)**

A small and emerging business enterprise is defined as a business concern, operated, not dominant in the field of operation in which it is bidding on government contracts, and qualified as a small business under the criteria and size standards in 13 CFR Part 121.201. Such a concern is “not dominant in its field of operation” when it does not exercise a controlling or



major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged.

☐ **Veteran Business Enterprise (“VBE”)**

A veteran business enterprise is defined as a business concern (1) which is at least 51 percent owned by one or more veterans or service-disabled veterans, or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more veterans or service-disabled veterans; and (2) whose management and daily business operations are controlled by one or more veterans or service-disabled veterans. “Veteran” means a veteran of the U.S. military, – either active duty or reservist – from all five Service Branches (Army, Navy, Air Force, Marine Corps and Coast Guard).

☐ **Women Business Enterprise (“WBE”)**

Women-owned business concern, as used in this definition, means a small business concern (1) which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and (2) whose management and daily business operations are controlled by one or more women.

☐ **None of the Above**

The business bidding does not meet one of the above definitions.

**C. Small Business Affidavit**

**SMALL AND EMERGING BUSINESS ENTERPRISE AFFIDAVIT**  
*For Board of Commissioners of Franklin County*

The undersigned swears, attests or affirms that the foregoing statements concerning the Small and Emerging Business Enterprise (hereinafter "SEBE") status of the business are true and accurate. The undersigned understands and agrees that the Board of Commissioners of Franklin County are relying on the statements made herein as a material component in the determination of the award of any contract or contracts for the project.

Velocity Construction Services, LLC  
(Name of Business)

Address: 399 Venture Drive Suite E      Lewis Center      Ohio 43035  
(Number & Street)      (City)      (State & Zip Code)

Type of Work (NAICS Codes): 236220

Annual Sales for previous year\$: 3,500,000.00

Number of employees: 15

The undersigned swears, attests or affirms that either the business entity stated above is a Small and Emerging Business Enterprise (SEBE) that meets the criteria and size standards set-forth in 13 CFR Part 121.201; SEBE Definition "A small and emerging business is defined as a business concern, including its affiliates, which is independently owned and operated. It is not dominant in its field of operation because it does not exercise a controlling or major influence on other comparable business operations in Central Ohio. Dominance is determined by several factors including but not limited to volume of business, number of employees, financial resources, and the nature of business activity."

Further the undersigned swears, attests or affirms that the business entity still constitutes a Small and Emerging Business in compliance with the rules, laws, ordinances, rules or regulations of the certifying entity. The undersigned understands and agrees that the Board of Commissioners of Franklin County, its employees, contractors or agents may, at the Board's sole and complete discretion, verify that the business entity still constitutes a Small and Emerging Business by the certifying body.

The undersigned understands that the representations made herein are material to the award of a contract for the above named project. Should the County determine at any time during the project that material misrepresentations have been made by the undersigned, then the Board of Commissioners of Franklin County may terminate any contract entered into with the business entity, and the business entity shall release, waive and forever discharge any claim against the Board of Commissioners, its officers, employees, agents, or contractors from claims, actions, or proceedings related to such termination. In addition, misrepresentations or false statements may subject the undersigned and/or business entity to fines or prosecution pursuant to § 2913.42 of the Ohio Revised Code.



BRIANNE WILLIAMSON  
Notary Public  
State of Ohio  
My Comm. Expires  
April 5, 2025

*Brianne Williamson*  
Notary Public

*[Signature]*, President  
Affiant and Title

SWORN to before me and subscribed in my presence this

7<sup>th</sup> day of January, 2021.  
My Commission expires April 5, 2025 (Seal)

# Hammes

## Healthcare

### For More Information, Please Contact Us

614.869.7732 | [bdean@hammes.com](mailto:bdean@hammes.com) | [hammes.com](http://hammes.com)

---

**PROPRIETARY MATERIAL.** The information contained herein is provided on a strictly and permanently confidential basis. Recipient's acceptance of the document signifies agreement that neither it nor any of its advisors shall use the information for any purpose other than evaluating the specific matter described herein or divulge such information to any other party. Copyright 2020 by Hammes and its affiliates. All rights reserved. No part of this document may be reproduced, stored in a retrieval system, or transmitted in any form, by any means, including mechanical, electronic, photocopying, recordings, or otherwise, without prior written permission of Hammes.

**PROPRIETARY MATERIAL.** The information contained herein is provided on a strictly and permanently confidential basis. Recipient's acceptance of the document signifies agreement that neither it nor any of its advisors shall use the information for any purpose other than evaluating the specific matter described herein or divulge such information to any other party. Copyright 2020 by Hammes and its affiliates. All rights reserved. No part of this document may be reproduced, stored in a retrieval system, or transmitted in any form, by any means, including mechanical, electronic, photocopying, recordings, or otherwise, without prior written permission of Hammes.



## **Exhibit B**

### **REQUEST FOR QUALIFICATIONS FOR OWNER'S REPRESENTATIVE SERVICES FOR THE PLANNING, DESIGN AND CONSTRUCTION OF A FRANKLIN COUNTY MENTAL HEALTH AND ADDICTION CRISIS CENTER**

---

The Board of County Commissioners, Franklin County, Ohio (the "Owner"), in cooperation with the Alcohol, Drug and Mental Health Board of Franklin County (ADAMH), requests submittals from interested parties ("the Consultant") with proven experience to provide Owner's Representation services associated with the planning, design, and new construction of a mental health and addiction crisis center to be operated by ADAMH.

The terms "Consultant" and "Owner's Representative" are used interchangeably throughout this RFQ.

#### **1. Description of Project**

The Owner, in cooperation with ADAMH, is interested in advancing the planning, design and construction of a new mental health and addiction crisis center to be operated by ADAMH.

ADAMH has partnered with the County, with the Central Ohio Hospital Council (COHC), and with other community stakeholders to plan and prepare to design and construct the new crisis center. The crisis center will support adults in Franklin County experiencing, or at risk of experiencing, a crisis associated with their mental health and/or substance abuse disorder.

ADAMH and COHC are co-chairing the Franklin County Mental Health and Addiction Crisis Center Steering Committee, which is comprised of diverse community experts representing consumers of services and their families, advocates, hospitals, community providers, EMS, law enforcement, Franklin County, and the City of Columbus, amongst others, to identify key strategies and assist in providing recommendations for the crisis center. In addition, Strategic Workgroups were created, which report back to the Steering Committee with recommendations. The Workgroups include: Building Design; Consumer Access; Consumer Care; Data and Technology; and Governance and Funding.

The crisis center will serve as a preferred destination for mental health and addiction crisis services, and is intended to decompress hospital emergency departments, with the ability to facilitate medical clearances and patient transfers. In addition, the crisis center will provide an appropriate and efficient center for law enforcement to take individuals who will be properly treated at the crisis center, rather than transporting to the jail / corrections center for arrest.

Based upon the research and input of ADAMH and partner stakeholders, the key assumptions of the crisis center are:

Target Population: Adults age 18+ who are experiencing a mental health crisis in Franklin County, regardless of immigration, residency or insurance status. This includes persons with co-occurring substance use disorders.

Access: 24 hours/7 days a week, including a public walk-in entrance and an entrance for EMS and law enforcement.

Estimated Volume: 26,000 encounters in year one, and over 37,000 encounters in year 10.

Objectives: The key objectives of the crisis center are:

- Increase access to mental health and addiction crisis care, so that it meets the needs of Franklin County. The crisis center will have 24/7 access to self-referrals, EMS, law enforcement and hospitals, and will serve other community stakeholders including the probate court and community-based providers.
- Improve quality of crisis care by offering a wider range of mental health and addiction services (from a walk-in clinic to observation and inpatient care) and by linking patients directly to community-based programs after crisis care is provided.
- Construct a facility that meets current and future demand. It is estimated that Franklin County will have a 23% growth in demand for mental health and addiction services over the next 10 years.
- Provide a central core facility that serves as a preferred destination for mental health and addiction crisis services, while simultaneously decompressing hospital emergency departments.

Estimated Size and Cost: Based upon the projected volumes and intended service offerings, the new crisis center is estimated to be approximately 72,000 square feet and an estimated \$50 million project cost. The project cost is inclusive of construction costs, design and construction management services, equipment and furniture, technology needs, and contingency costs.

The estimated size of the facility anticipates meeting the following functions, which include but are not limited to:

- Intake and Assessment Area;
- Walk-In Clinic;
- 23 Hour Observation Unit;
- Inpatient Unit;
- Substance Use Disorder Treatment Services;
- Medical Services;
- Pharmacy;
- Discharge Planning Area;
- Administrative Offices;
- Family Support Services; and
- Linkage Services.

The proposed program must provide core facilities to support a thirty-year life cycle.<sup>1</sup>

Operation of the Facility: ADAMH will be releasing an RFP for entities interested in operating the new facility during the first quarter of 2021. The selected operator will be a critical partner added to the project team once identified.

Location of the Crisis Center: ADAMH has purchased a three-acre parcel, parcel 010-284121, which is and remains a viable location for the new crisis center. There may or may not be additional site selection options to consider, and once selected, an immediate task of the Owner's Representative will be to work with the Owner and ADAMH to facilitate the finalization and validation of site selection to meet the needs of the Crisis Center. The Owner's Representative will assist the County in identifying the optimal location based on building footprint, location of client needs, access to public transportation, central location, and other factors. The site's property survey and legal description, environmental site assessment, and preliminary geotechnical exploration report will be made available to the Consultant upon selection.

Preliminary estimates anticipate occupancy of the new crisis center in 2023. The Owner's Representative will be required to validate a design and construction schedule to ensure completion and occupancy of the crisis center as soon as is feasible, and to establish a schedule and benchmarks to meet the building's substantial completion and occupancy deadlines.

The selected Consultant, and all of its sub-consultants, will not be eligible to provide the subsequent design and/or construction services for the proposed facility.

Construction will be Construction Manager at Risk delivery method, and all contracts associated with this construction shall be prevailing wage and consistent with the Owner's Quality Contractor, Energy Efficiency, and Environmental Sustainability Standards and other policies and practices. The Owner's Representative will assist the Owner and ADAMH in setting an aspiration goal for Small and Emerging Businesses for the construction of the crisis center.

It is the intention of the County to utilize a Construction Manager At Risk representative format, the attached contract may be amended to address that relationship.

Notable responsibilities of the Owner's Representative: Additional responsibilities of the Owner's Representative are further defined in Section 4 below. Such responsibilities include, but are not limited to, the following:

The selected Consultant shall assist the Owner and ADAMH in developing a Program of Requirements based on all aspects discovered through the execution of the planning process.

---

<sup>1</sup> Additional information can be found in the attached Project Summary as well as on the project website ([fcmhacc.com](http://fcmhacc.com)).

Additional tasks and deliverables to be provided will include but are not limited to:

- Validation of Location of Crisis Center: As referenced earlier in this RFQ, the Owner's Representative shall facilitate the final determination as to location for the crisis center.
- As described earlier, this project has the benefit of a broad number of engaged community members and stakeholders. At the direction of the Owner, in cooperation with ADAMH, the Owner's Representative will develop, implement and manage a process to ensure that the design professional, the construction manager, and other parties stay focused and at the direction of the Owner and ADAMH. The Owner's Representative may be required to attend some or all of a number of Workgroups, Steering Committee meetings, and other focused meetings to ensure alignment. This shall be at the direction of the Owner, in cooperation with ADAMH.
- Significant assistance to the Owner and ADAMH in the development of the bid documents, review, and selection of the design professional and construction manager at risk professional, as well as other professionals as needed.
- A Conceptual Planning Report, including:
  - Project Summary Document
  - Project Organizational Chart defining administrative relationships between the Owner, ADAMH and its staff, the Owner's Representative, the Design Professional(s), the Construction Manager, Contractors, and all their respective agents, subcontractors and representatives, as well as the primary mental health and addiction crisis center stakeholders. The Owner, in cooperation with ADAMH, will provide guidance and input, and have final approval regarding the organizational chart.
- A Project Master Schedule of activities reflecting schedule milestones, summary elements, terminal elements and the roles and responsibilities of all project team participants.
- Facility Needs Assessment and Pre-Architectural Program of Requirements, developing a concept design, space program, and adjacency diagram identifying the key elements and size based on the projected population, programming, and bed requirements.
- Validation of Project Budget.
- A Comprehensive Project Budget and Cash-flow (Draw) Schedule for the design and construction of the proposed facility.
- An estimate of annual maintenance and operating costs for the facility.
- A Plan to facilitate local, minority-owned, women-owned, and small business participation in planning, design, and construction projects. The Owner's Representative will assist the Owner and ADAMH in setting an aspiration goal for Small and Emerging Businesses for the construction of the crisis center.
- If and as requested, the Owner's Representative shall present and provide updates to the Franklin County Board of Commissioners and the ADAMH Board; if and as requested, the Owner's Representative may be asked to present at public meetings as necessary.
- Generation of a Plan for Communication and Approvals.

## **2. Project Budget**

The estimated total project budget, including Owner's Representation, planning and design, construction, fixtures, furnishings, equipment, technology needs, and contingency is initially

estimated to be \$50 million. This estimate is based upon the projected volumes and intended service offerings, with approximately 72,000 square feet. A requirement of the Owner's Representative will be to validate the estimated project budget.

### **3. Design Schedule**

A plan to secure design and construction services is to be developed by the Owner's Representative. Preliminary estimates anticipate occupancy of the new crisis center in 2023. The Owner's Representative will be required to validate the design and construction schedule to ensure completion and occupancy of the crisis center as soon as is feasible, and to establish a schedule and benchmarks to meet the building's substantial completion and occupancy deadlines.

### **4. Scope of Franklin County Mental Health and Addiction Crisis Center Owner's Representative Services**

#### **4.1 General**

**4.1.1** Basic Services to be provided by the Owner's Representative shall consist of the tasks outlined in Sections 1, 3 and 4, inclusive.

**4.1.2** Validation of site selection will be an immediate first task. ADAMH has purchased a three-acre parcel, parcel 010-284121, which is and remains a viable location for the new crisis center. There may or may not be additional site selection options to consider, and once selected, the Owner's Representative will work with the County, in cooperation with ADAMH, to facilitate the finalization and validation of site selection to meet the needs of the crisis center. The Owner's Representative will assist the County in identifying the optimal location based on building footprint, location of client needs, access to public transportation, central location, and other factors. The Harmon Avenue site's property survey and legal description, environmental site assessment, and preliminary geotechnical exploration report will be made available to the Consultant upon selection. Upon selection, additional material regarding site selection shall be made available to the Consultant.

**4.1.3 Meetings.** The Owner's Representative shall schedule, conduct and participate in project meetings. The Owner's Representative shall prepare and distribute minutes of all project meetings to the Design Professional, the Construction Manager, the Owner, ADAMH, and any other parties involved. The Owner's Representative shall participate in preconstruction, progress, quality control and special meetings with the Design Professional, the Construction Manager, the Owner, ADAMH, the Contractors and any other parties involved in the Project to discuss such matters as procedures, progress, problems and scheduling. The Owner's Representative shall participate in partnering meetings with the Design Professional, the Construction Manager, and the Owner, ADAMH, other appropriate Consultants, the Contractors and other parties involved in the Project. The Owner's Representative shall manage, schedule, conduct and participate in all presentations held on account of the project.

**4.1.4 Government Approvals.** The Owner's Representative shall identify and analyze requirements of governmental authorities and other appropriate authorities having jurisdiction to approve design of the Project and participate in consultations with such authorities. At all

appropriate times throughout the performance of the Basic Services, the Owner's Representative shall contact, meet, consult and otherwise coordinate with each of the various entities.

#### **4.2 Pre-design Phase (Program Validation).**

**4.2.1 Selection of Design Professional.** The Owner's Representative shall assist the Owner, in cooperation with ADAMH, in the selection of the Design Professional(s) by suggesting design criteria and developing a notice and request for qualifications in accordance with R.C. 153.65 to 153.72 for approval by the Owner, in cooperation with ADAMH, reviewing proposals from, interviewing and ranking design professionals on their qualifications in accordance with R.C. 153.65 to 153.72. The Owner's Representative shall provide to the Owner and ADAMH a written summary of comments on each design professional that submits their qualifications and shall provide the Owner and ADAMH with a written recommendation on no fewer than three firms which it considers to be the most qualified to provide the required professional services. The Owner's Representative shall coordinate the services to be performed by the Design Professional(s) and assist the Owner, in cooperation with ADAMH, in negotiating the Design Professional Agreement(s) and any subsequent contract modification(s) required throughout the project(s).

**4.2.2 Selection of Construction Manager.** The Owner's Representative shall assist the Owner, in cooperation with ADAMH, in the selection of the Construction Manager(s) by suggesting criteria and developing a notice and request for proposal in accordance with R.C. 9.33 to 9.335 for approval by the Owner, in cooperation with ADAMH, reviewing proposals from, interviewing and ranking construction managers on their qualifications in accordance with R.C. 9.33 to 9.335. The Owner's Representative shall provide to the Owner and ADAMH a written summary of comments on each construction manager who submits a proposal and shall provide the Owner and ADAMH with a written recommendation on no fewer than three firms which it considers to be the most qualified to provide the required professional services. The Owner's Representative shall coordinate the services to be performed by the Construction Manager and assist the Owner and ADAMH in negotiating the Construction Management Professional Agreement(s) and any subsequent contract modification(s) required throughout the project(s).

**4.2.3 Program of Requirements.** The Owner's Representative shall assist the Owner's other Consultants to develop Project Proforma consisting of but not limited to a Proforma for maintenance and facility operating projections; and a Proforma of construction costs and a Program of Requirements including but not limited to all aspects discovered through planning efforts. The Owner's Representative shall review and comment upon the Design Professional's preliminary evaluation of the Program of Requirements, schedule and budget requirements, including the Construction Budget, each in terms of the other. The Owner's Representative shall prepare a Conceptual Planning Report including all the documents outlined in this Subparagraph; a Summary of the Project; and a Project Organizational Chart defining the administrative relationships between the Owner, ADAMH, their staff, other public or private partners in the undertaking, the underwriters, the Owner's Representative, the Design Professionals, and, if any, the Contractors that the Owner, in cooperation with ADAMH, has previously engaged or intends to engage for the Project, and all their respective agents, subcontractors, and representatives.

**4.2.4 Approved Program of Requirements and Revisions.** The Owner's Representative shall assist the Construction Manager and the Design Professional to prepare, date and sign a revised Program of Requirements upon approval by the Owner, in cooperation with ADAMH, in (the "Approved Program of Requirements"). If any changes or adjustments to the Approved Program of Requirements are desired at any time after the Approved Program of Requirements has been approved by the Owner and ADAMH, the Owner's Representative shall assist the Construction Manager and the Design Professional to prepare a written amendment to the Approved Program of Requirements describing the changes or adjustments. Written Amendments must be approved by the Owner, in cooperation with ADAMH. The Approved Program of Requirements, as amended from time to time, shall determine the Scope of the Project.

**4.2.5 Furnishings, Fixtures, and Equipment.** The Owner's Representative shall provide assistance in the determination of furnishings, fixtures, and equipment, including communications and information technology products and systems, for the Project consistent with programmatic objectives and in coordination with the facility design.

**4.3 Schematic Design Phase (Preliminary Drawings)**

**4.3.1 Review and Consultation.** The Owner's Representative shall review and comment upon the Design Professional's further evaluation or refinement of the Approved Program of Requirements and the schedule and budget requirements, review applicable statutes, ordinances, codes and regulations, including without limitation zoning, energy, accessibility, storm water runoff requirements, and participate in consultations with governmental authorities having jurisdiction to approve design or construction of the Project or legal requirements applicable to the Project. For renovation or remodeling, the Owner's Representative shall review and comment upon the Design Professional's investigation of existing conditions and verification of the accuracy of information provided by the Owner, in cooperation with ADAMH, about existing conditions as reasonably necessary and practical. The Owner's Representative shall assist the Owner, in cooperation with ADAMH, in securing services for any required Environmental Study as requested

**4.3.2 Recommendations and Costs.** The Owner's Representative shall provide recommendations on value engineering, constructability, logistics, availability and suitability of materials, labor and systems, safety and security plans, quality control, time requirements for construction and factors related to the cost of the Project including costs of alternative designs or materials, preliminary budgets and possible economies. The Owner's Representative shall establish reporting and accounting procedures for the Project in compliance with applicable law.

**4.3.3 Preliminary Life Cycle Analysis.** The Owner's Representative shall review any alternative design concepts for a Preliminary Energy and Resource Life Cycle Analysis prepared or to be prepared by the Design Professional and provide recommendations to the Owner, in cooperation with ADAMH, thereon about the matters listed in Subparagraph 4.3.2.

**4.3.4 Schematic Design Documents.** Upon completion of the Schematic Design Phase for each phase of the Project or appropriate portion thereof, the Owner's Representative shall assist the



Construction Manager and the Design Professional to prepare and submit a Statement of Probable Construction Cost based on current area volume and other unit costs and a Preliminary Project Schedule, which shall incorporate the Representation Schedule, the Management Schedule and the Design Schedule, for approval by the Owner, in cooperation with ADAMH.

**4.3.5 Submittal to Owner.** The Owner's Representative shall complete a Design Review Acceptance form, and submit it to the Construction Manager who shall attach a copy of the Statement of Probable Construction Cost and any report prepared pursuant to Subparagraph 4.3.5 to the form and deliver the form and attachments to the Owner, in cooperation with ADAMH, for approval.

**4.4 Design Development Phase (Basic Drawings)**

**4.4.1 Life Cycle Analysis.** The Owner's Representative shall receive any Life Cycle Cost Analysis and provide recommendations to the Owner thereon about the matters listed in Subparagraph 4.3.2.

**4.4.2 Design Development Documents.** The Owner's Representative shall receive copies of the Design Development Documents from the Design Professional, review them and transmit to the Owner, ADAMH, the Construction Manager and the Design Professional any recommendations about the matters listed in Subparagraph 4.3.2.

**4.4.3 Cost Estimate and Project Schedule.** Upon completion of the Design Development Phase for each phase of the Project or appropriate portion thereof, the Owner's Representative shall assist the Construction Manager and the Design Professional to prepare and submit a Detailed Estimate of Construction Cost and a Project Schedule indicating milestone completion dates for approval by the Owner, in cooperation with ADAMH. In assisting to establish the Detailed Estimate of Construction Cost, the Owner's Representative shall include reasonable contingencies for design, bidding and price escalation and determine in conjunction with the Construction Manager, the Design Professional and the Owner and ADAMH the materials, equipment, component systems and types of construction to be included in the Contract Documents. The Owner's Representative, the Construction Manager and the Design Professional shall review any difference between the Statement of Probable Construction Cost and the Detailed Estimate of Construction Cost, identify reasons for any difference and recommend means to eliminate the difference, if necessary. The Owner's Representative, the Construction Manager, the Design Professional and the Owner, in cooperation with ADAMH, shall agree upon the means to eliminate any difference between the Statement of Probable Construction Cost and the Detailed Estimate of Construction Cost, and the Owner's Representative shall assist the Construction Manager to prepare a report describing the agreed upon means. The Owner's Representative, the Construction Manager and the Design Professional shall review any differences between the Preliminary Project Schedule and the Project Schedule, identify reasons for the differences and recommend whether the differences should be eliminated and, if necessary, means to eliminate the differences. If the Owner's Representative, the Construction Manager, the Design Professional and the Owner, in cooperation with ADAMH, agree to eliminate any such differences, the Owner's Representative shall assist the Construction Manager to prepare a report describing the agreed upon means. The Owner's Representative, the Construction Manager, the Design Professional and the Owner, in cooperation with ADAMH,

shall make any necessary amendments to the Approved Program of Requirements in accordance with Subparagraph 4.2.3.

**4.4.4 Submittal to the Owner.** The Owner's Representative shall complete a Design Review Acceptance form and submit it to the Construction Manager who shall attach a copy of the Project Schedule, the Detailed Estimate of Construction Cost and any report prepared pursuant to Subparagraph 4.4.3 to the form and deliver the form and attachments to the Owner, in cooperation with ADAMH, for approval.

**4.5 Construction Documents Phase** (Construction Drawings and Specifications)

**4.5.1 Drawings and Specifications.** The Owner's Representative shall assist the Construction Manager in preparing the Scope of Work for inclusion by the Design Professional in the Drawings and Specifications with the approval of the Owner, in cooperation with ADAMH, to facilitate the bidding and awarding of Contracts, taking into consideration factors including, but not limited to, time of performance, availability of labor, overlapping trade jurisdictions, involvement of minority, disadvantaged and female business enterprises, provisions of training for start-up and maintenance, provision of operation and maintenance manuals and provisions for temporary facilities, and to eliminate areas of conflict and overlapping in the Work to be performed by the various Contractors. The Owner's Representative shall receive copies of all Drawings and Specifications from the Design Professional, review them and transmit to the Owner and ADAMH any recommendations thereon about the matters listed in Subparagraph 4.3.2 and possible Alternates. The Owner's Representative shall provide any required geotechnical report and advise the Owner and ADAMH on issues, potential effects and risks to the Project.

**4.5.2 Revisions to Cost Estimate and Project Schedule.** The Owner's Representative shall inform the Construction Manager, the Design Professional, and the Owner, in cooperation with ADAMH, of the need for any changes in Project requirements or in construction materials, systems or equipment as the Drawings and Specifications are developed and of the need for any adjustments in the Detailed Estimate of Construction Cost and the Project Schedule. Upon approval of the Owner, in cooperation with ADAMH, of any such changes or adjustments, the Owner's Representative shall assist the Construction Manager to prepare a revised Detailed Estimate of Construction cost or a revised Project Schedule, as applicable, incorporating such changes or adjustments. The Owner's Representative shall complete a Design Review Acceptance form and submit it to the Construction Manager who shall attach a copy of the revised Detailed Estimate of Construction Cost or the revised Project Schedule, as applicable and deliver the form and attachments to the Owner, in cooperation with ADAMH, for approval.

**4.5.3 Bidding Documents.** The Owner's Representative shall assist the Construction Manager, the Design Professional and the Owner and ADAMH as requested in the preparation of documents necessary for bidding of Contracts, including without limitation bidding information and instructions, estimates of cost, Notices to Bidders, Bid Forms and Special Conditions.

**4.5.4 Government Approvals.** The Owner's Representative shall cooperate with the Design Professional in submitting to the appropriate review authority such sets of the Drawings and Specifications as may be required for approval, together with any necessary completed

applications and all required fees. The Owner's Representative shall assist the Design Professional to secure any necessary National Pollution Discharge Elimination Owner Storm Water General Permit by submitting a notice of intent application form to the Ohio Environmental Protection Agency at least forty-five (45) days prior to the commencement of the Construction Phase, to prepare and certify a storm water pollution prevention plan to provide sediment and erosion controls at the Project and to prepare and process the required notice of termination prior to Contract Completion. In addition, the Owner's Representative shall cooperate with the Design Professional with filing of documents required for the approval of governmental authorities having jurisdiction over the Project.

**4.5.5 Additional Filings.** Upon approval of the Building Department of the Drawings and Specifications, the Owner's Representative, Owner and ADAMH, shall receive from the Design Professional one (1) set of corrected copies of the Drawings and Specifications bearing approval stamps of the Building Department, as applicable.

**4.5.6 Special Items.** The Owner's Representative shall attend necessary meetings with the Construction Manager, the Design Professional, the Owner, ADAMH, and provide recommendations and information to the Construction Manager, the Design Professional and the Owner, in cooperation with ADAMH, for discussion at such meetings regarding the assignment of responsibilities for refuse removal, for safety precautions, programs, temporary Project facilities, utilities, weather protection, fire protection, scaffolding, equipment, materials and services for common use of Contractors, if any. The Owner's Representative shall also review the Contract Documents to assist the Construction Manager in verifying that the requirements for and assignment of responsibilities are included in the Contract Documents.

**4.5.7 Labor Requirements.** The Owner's Representative shall assist the Construction Manager in providing to the Design Professional, Owner and ADAMH an analysis of the types and quantities of labor required for the Project, reviewing the availability of appropriate categories of labor required for all Contracts and making recommendations for actions designed to minimize adverse affects of labor shortages.

#### **4.6 GMP Proposal and Amendment**

**4.6.1 Obtaining Bids.** The Owner's Representative shall assist the Construction Manager and the Owner, in cooperation with ADAMH, with the development of, and make recommendations for, bidding criteria, bidding schedules and bidding information and shall develop Bidders' interest in the Project. The Owner's Representative shall develop and implement strategies to assure local, minority owned, women owned and small businesses are aware of project bid and participation opportunities.

**4.6.2 Pre-bid Conferences.** The Owner's Representative shall assist the Owner, ADAMH and the Construction Manager in conducting pre-bid conferences with prospective Bidders to familiarize Bidders with the Contract Documents, any special requirements of the Contract Documents and equal employment opportunity and prevailing wage requirements. The Owner's Representative shall assist the Owner, ADAMH and the Construction Manager to obtain responses from the Design Professional to all questions at pre-bid conferences and review Addenda prepared

by the Design Professional to incorporate those responses. The Owner's Representative shall assist the Construction Manager to prepare a record of the questions and answers discussed at the pre-bid conferences which shall be used by the Design Professional to prepare Addenda.

**4.6.3 Bid Packages.** The Owner's Representative shall assist the Construction Manager in assembling the Contract Documents into appropriate packages.

**4.6.4 Bid Review.** The Construction Manager, with the assistance of the Owner's Representative, shall review all bids received for responsiveness, participate in investigating the responsibility of Bidders and deliver a written recommendation to the Owner, in cooperation with ADAMH, about the award of, or rejection of, any bid or bids for each Contract for the Project in accordance with applicable law and Owner and ADAMH policies. In making the recommendation, the Construction Manager and the Owner's Representative shall evaluate all applicable Alternates referenced in the Contract Documents.

**4.6.5 Pre-award Conferences.** The Construction Manager, with the assistance of the Owner's Representative, shall conduct pre-award conferences with apparently successful Bidders and shall gather documentation for contract execution from such Bidders. Upon the failure of a Bidder to provide such documentation in a timely manner, the Construction Manager and the Owner's Representative shall assist the Owner, in cooperation with ADAMH, in considering whether an extension of time for submitting such documentation is appropriate.

**4.6.6 Subcontractor and Material Supplier Review.** The Construction Manager, with the assistance of the Owner's Representative, based upon review of the Contract Documents, any past experience and reasonable injury, shall participate in investigating any Subcontractor or Material Supplier proposed by any Contractor and recommend approval or disapproval in accordance with the General Conditions.

**4.6.7 Over Budget Options.** If the Construction Budget is exceeded by the total of the lowest and best bids and any legally negotiated prices for the Project, the Owner, in cooperation with ADAMH, shall, at their option (1) approve in writing an increase in the Construction Budget; (2) authorize re-bidding or re-negotiation for some or all parts of the Project within a reasonable time without an increase in the Construction Budget; (3) abandon the Project, in whole or in part, and terminate this Agreement in accordance with the contracts, as applicable; or (4) cooperate in the revision of the Scope of the Project as defined in Paragraph 4.3.2 to reduce the actual cost of construction to the Construction Budget.

**4.6.8 Further Revisions to Cost Estimate and Project Schedule.** If necessary, the Owner's Representative shall inform the Construction Manager, the Owner and ADAMH of the need for any adjustments in the Detailed Estimate of Construction Cost and the Project Schedule. Upon approval of the Owner, in cooperation with ADAMH, of any such adjustments, the Owner's Representative shall assist the Construction Manager in preparing a revised Detailed Estimate of Construction Cost or a revised Project Schedule, as applicable, incorporating such adjustments and delivering the revised Detailed Estimate of Construction Cost or Project Schedule to the Owner, in cooperation with ADAMH, for approval.

**4.6.9 Contract Execution Notices.** The Owner's Representative shall assist the Owner, in cooperation with ADAMH, as needed in the preparation and issuance of Notices of Award and Notices to Proceed, preparation and execution of the Construction Contract, preparation and issuance of Notices to Surety and the Notice of Commencement.

**4.7 Construction Phase (Administration of Construction)**

**4.7.1 Duration; Extent, Access.** The Construction Phase will commence with the award of a GMP Amendment for the Project to a Construction Manager and will terminate upon Final Acceptance of the Project by the Owner, in cooperation with ADAMH. The Owner's Representative shall provide its services during the Construction Phase in accordance with the General Conditions as in effect as of the date of this Agreement. The Owner's Representative shall at all times have access to the Project whenever any Work is in preparation or in progress.

**4.7.2 Duties Generally.** The Owner's Representative shall make scheduled site review visits as directed by the Owner, in cooperation with ADAMH, to the Project and such additional site review visits, as directed by the Owner, in cooperation with ADAMH, to assist the Construction Manager to investigate existing conditions at the Project and verify information furnished by the Owner, in cooperation with ADAMH, and to observe the quality of workmanship, substantiation of costs in place and the adequacy of balances to complete, the status of construction completion and the matters listed in Subparagraph 4.3.2. The reviews will be performed by the Owner's Director of Public Facilities Management in cooperation with ADAMH. Following each visit, a written report will be submitted by the Owner's Representative to the Construction Manager, the Design Professional the Owner and ADAMH. The reports shall contain, at least, the following information:

**4.7.2.1** Description of conflicts, deficiencies and omissions between the work observed in place and the Contract Documents. In addition, outstanding defects or deviations noted in previous reports will be described, noting the correction or resolution, if any. Assistance to the Design Professional in interpretation of Contract Documents.

**4.7.2.2** Description of the progress of the Project to date in relation to the Project Schedule, noting concerns or issues with sequencing or completion timing and assisting with updating of the Project Schedule.

**4.7.2.3** Review of existing and ongoing soils, structural steel, concrete, and other testing results (as prepared by others) for compliance with the Contract Documents and description of the effect, if any, upon the use of the structure in the event of a deficiency.

**4.7.2.4** Notification to the Owner and ADAMH of Defective Work and of deviations from the Contract Documents observed, and description of any corrective action taken.

**4.7.2.5** Review of the progress of the Work to date to determine that the Work has been generally accomplished in a good and workmanlike manner and is in general conformity with the intent of the Contract Documents.

**4.7.2.6** Review and evaluation of Bulletins, Change Orders, Shop Drawings and Samples.

**4.7.2.7** Provision of quality, labeled, color photographs within reports to demonstrate matters set forth in reports.

**4.7.2.8** Review of Applications for Payment and provision of an opinion to the Owner and ADAMH as to the appropriateness of each Application with respect to progress of the Project.

**4.7.2.9** Review of safety programs developed by each of the Contractors, noting any deficiencies in the implementation of such programs.

**4.7.2.10** Review compliance with insurance requirements.

Knowledge of matters observed by the Owner's Representative shall be imputed to the Owner and ADAMH only to the extent set forth in one or more reports from the Owner's Representative.

**4.7.3** Furnishings, Fixtures, and Equipment. The Owner's Representative shall assist the Owner, in cooperation with ADAMH, in coordinating procurement and installation of furnishings, fixtures and equipment, including communications and information technology products and systems, consistent with schedule and occupancy requirements.

**4.7.4** Partial Occupancy. The Owner's Representative shall assist the Construction Manager and the Owner, in cooperation with ADAMH, in determining dates of Partial Occupancy of the Work or portions thereof designated by the Owner, in cooperation with ADAMH, and shall assist in obtaining any necessary temporary occupancy certificate or other certificate from any applicable government authority. The Owner's Representative shall review any lists prepared by the Design Professional of incomplete or unsatisfactory Work and assist the Construction Manager to prepare schedules for the completion or correction of such Work. The Owner's Representative shall review Contractor Punch lists and Design Professional Punch lists, evaluate whether the Punch lists are complete and correct based upon the last visit of the Owner's Representative to the site of the Project and assist the Construction Manager with Final Inspections.

**4.7.5** Contractor Claims. If requested, the Owner's Representative shall review claims from Contractors for additional compensation and equitable adjustment of compensation, and shall deliver a written recommendation to the Owner and ADAMH about each claim and attend any dispute resolution meetings convened by the Owner and ADAMH related to each claim.

**4.7.6** Contractor Responsibilities. The Owner's Representative shall not be responsible for and shall not have control or charge of construction means, methods, techniques, sequences, procedures or scheduling used by a Contractor to comply with the Contractor's obligations under its Contract for the Project or for safety precautions and programs in connection with the Work on the Project. The Owner's Representative shall not be responsible for or have control or charge over the acts or omissions of Contractors or Subcontractors or any of their agents or employees, or any other persons performing any Work on the Project.

**4.7.7 Completion.** The Owner's Representative shall review Contractor, Construction Manager, and Design Professional compilations of required architectural/engineering as-built documents, equipment manuals, and warranties for completeness based on contract provisions and assist in rectifying any deficiencies. The Owner's Representative shall prepare and present to the Owner and ADAMH a final summary of the Project Cost. The Owner's Representative shall assist and advise the Owner and ADAMH on any problems that develop during the Warranty Period.

**4.7.8 One Year Warranty Inspection.** One month prior to the expiration of the one-year guarantee or warranty provided by the Contractor, the Owner's Representative shall participate in a review and inspection of the Project with the Construction Manager and the Owner, in cooperation with ADAMH. The Owner's Representative shall consult with the Construction Manager, Owner and ADAMH to address any warranty issues or deficiencies identified in the inspection according to the procedures specified in the General Conditions.

## **5. General Conditions of the RFQ**

**5.1 Confidentiality** - All materials contained in this RFQ, or later distributed or referred to, including, and without limitation, the descriptions of Franklin County and its organization, systems and procedures and features of the new crisis center facility design are the property of the Owner, in cooperation with ADAMH. The participating Consultant agrees that it will keep all such materials and information in strict confidence within its company on a **need-to-know basis**, and will not provide duplicates of such materials or information or disclose such materials to any person outside its organization without the prior written consent of the Owner and ADAMH.

**5.2 News Releases/Public Disclosure** - News releases or public disclosure in any manner pertaining to this RFQ or the selection of the Consultant related to this RFQ shall not be made by any participating Consultant or they will risk disqualification.

**5.3 Cost of Preparing Qualifications** - All costs incurred by any participating Consultant in connection with responding to the RFQ are the responsibility of the submitting Consultant.

**5.4 Other** - The written responses to this RFQ will be an important consideration in the selection process. The Owner, in cooperation with ADAMH, at its sole discretion, reserves the right to cancel or significantly modify the terms and provisions of the RFQ if it is in its best interest to do so. If the RFQ is significantly modified or amended by the Owner, in cooperation with ADAMH, prior to the submission of the Qualifications, a change in the requested submission date for the Qualifications may be made accordingly.

The submitting Consultant should assume that all terms, and conditions specified in this RFQ and any amendment hereto, and in the Consultant's response to this RFQ, could be incorporated or referenced in the agreement executed between The Owner, in cooperation with ADAMH, and the selected Consultant. The selected Consultant will be expected to execute Franklin County's Standard Consulting Agreement.



Any acceptance is contingent upon execution of a written agreement suitable to both parties and approved via resolution by the Franklin County Board of Commissioners the Owner shall not be contractually bound to any Consultant prior to the execution of such written agreement.

## **6. Submission of RFQ Response(s)**

This Request for Qualifications is intended to present the opportunity to demonstrate your ability to perform the tasks required and to present the innovative techniques, processes, methods and approach that your firm will bring to meet the project goals and objectives. The Statement of Qualifications should be brief; it shall provide sufficient information to allow the Owner, in cooperation with ADAMH, to evaluate the submitting Consultant's approach, experience, staff and ability to perform the required work. Facsimile (FAX) or email submittals are not acceptable and will be rejected.

Information requested herein shall be furnished completely in compliance with these instructions. The information requested and the manner of submission is essential to permit prompt evaluation of all Qualifications on a fair and uniform basis. Accordingly, the Owner, in cooperation with ADAMH, reserves the right to declare as non-responsive and to reject any Qualifications in which material information requested is not furnished, or where indirect or incomplete answers or information are provided. Franklin County shall not be held responsible for any oral instructions. Franklin County reserves the right to reject any or all Statements of Qualifications, to waive any informality or irregularity in any Statement of Qualifications received, and to be the sole judge of the merits of the respective Statements of Qualifications received.

Whenever repetitious requests for information occur anywhere in the RFQ, submitting Consultants need not repeat the information. Reference shall be made to the exact location in the Statement of Qualifications where the information is already recorded.

The cost of services will be established on a lump sum fee basis.

## **7. Questions**

All Questions Should Be Directed To: All questions must be received in writing on or before January 21, 2021 at 12:00 PM EST. Direct in writing to Public Facilities Management, Franklin County Office Tower, 373 S. High Street, 2<sup>nd</sup> Floor, Columbus, Ohio 43215-4592. Fax 614/525-3180 or email at - [PFMConstructionquestions@franklincountyohio.gov](mailto:PFMConstructionquestions@franklincountyohio.gov).

Franklin County will respond to all questions and will post its response to the Franklin County Purchasing Department Website on January 28, 2021.

It is the responsibility of interested parties to monitor the Franklin County Purchasing website for any Amendments or Clarifications.

**Additional Information:**

All amendments and clarifications will be posted on the County's - Purchasing Department website at:

<https://purchasing.franklincountyohio.gov>

Interested parties shall have the sole responsibility to monitor the Purchasing Department Website to obtain any amendments and clarifications during the entire RFQ process; including site visits dates/times, question/answer dates/times, and proposal opening dates/times.

**RFQ Schedule:**

**The RFQ schedule is subject to change at the discretion of the County.**

<b>Key Dates</b>	<b>Event</b>
December 14, 2020	Request for Qualifications (RFQ) Notifications and ad placed for RFQ. Inquiry process begins.
December 14, 2020	Qualification instructions and documents are posted on Franklin County's website for additional interested parties to retrieve.
January 14, 2021	<b>Pre-Submittal Conference at 10:00 a.m. call in (audio only)</b> <a href="tel:+17739173504">+1 773-917-3504</a> , <a href="tel:+17739173504">498257516#</a>
January 21, 2021	<b>All questions must be received in writing on or before January 21, 2021 at 12:00 PM EST. Direct in writing to Public Facilities Management, Franklin County Office Tower, 373 S. High Street, 2<sup>nd</sup> Floor, Columbus, Ohio 43215-4592. Fax 614/525-3180 or email at -</b> <a href="mailto:PFMConstructionquestions@franklincountyohio.gov">PFMConstructionquestions@franklincountyohio.gov</a> .
January 28, 2021	<b>Franklin County will respond to all questions and will post its response to the Franklin County Purchasing Department Website on January 28, 2021.</b>
February 5, 2021	<b>Complete RFQ submittals due to Franklin County by 2:00 p.m. See Paragraph 11 below for Opening details.</b>

<b>Key Dates</b>	<b>Event</b>
February 16, 2021	Evaluation of RFQ is complete.
February 22 – February 26, 2021	Oral presentations.
March 23, 2021	Evaluation Committee recommends finalist to the Board of Commissioners.

## **8. Pre-Submittal Conference**

A Pre-Submittal Conference is scheduled for January 14, 2021 at 10:00AM.

Due to COVID 19 this meeting is being conducted virtually via teleconference.

The telephone conference number is 1-773-917-3504 conference ID number is 498 257 516#.

All questions must be submitted in writing as noted herein to receive a formal written response. Franklin County will not be bound by oral answers provided during any phase of the RFQ process.

Attendance of the Pre-Submittal Conference is not mandatory.

## **9. Proposal Submittal**

One (1) original and eleven (11) fully executed copies of the response and (2) CD/DVD or USB Flash Drives must be submitted to warrant consideration by the Owner, in cooperation with ADAMH. Each submittal will be evaluated in a manner consistent with the provisions of Section 153.69 of the Ohio Revised Code.

To allow for an effective evaluation, the response should include the following elements of information.

**9.1** Identify the Consultant team's firms and locations. Show ability to perform the required Consultant's Scope of Services based on the team's experience obtained from same or similar public works projects within the last seven years.

**9.2** Provide a staffing proposal including a narrative description, organizational chart of the proposed team and resumes of key personnel. Proposals should include the following

- Identification of key personnel to be utilized for the project.
- Key Personnel's resumes including name title, education, experience references, professional affiliations, certifications, licenses and registrations
- Describe the roles and responsibilities of the key personnel in your staffing proposal
- Number of hours of key personnel to be devoted to the project (by week or month)
- Key personnel's current assignments and the percentage of their time each will devote to each assignment if selected for this project
- Key personnel's office location(s)

**9.3** Disclose the project relationship/contractual arrangement between the Consultant (prime Consultant) and any sub-consultants.

**9.4** Provide examples of past projects that illustrate satisfactory performance based on high quality work, effective use of budget controls, meeting established deadlines on a consistent basis.

**9.5** Provide references for similar types of facilities. Reference shall include project name, location, square footage, project cost, contact person, email address and telephone number for all representative project of a similar scope since January 1, 2014.

**9.6** Provide sufficient detail of successful performance relative to new construction of emergency room, clinical and mental health, or similar facilities.

**9.7** Provide past experience with LEED or other sustainably bench marked projects.

**9.8** Provide past experience of successful initiatives that encouraged local, minority-owned, women owned, and small business participation in planning, design, and construction contracts.

**9.9** Provide past experience of successful project delivery utilizing the Construction Manager at Risk model.

**9.10** Provide an outline of your scope of work, including innovative recommendations, or alternative approaches. Provide your resource pool, useful information technology applications, proficient methods of project management (budget, schedule and scope), and approach to quality control.

**9.11** Provide Small and Emerging Business Enterprise status and/or that of any sub-consultants.

**9.12** Disclose all litigation since January 1, 2014 which names the Consultant or any of its member firms as a party.

## **10. Small and Emerging Business Information**

The Owner and ADAMH recognizes the community benefit of creating equal opportunity for all vendors to participate in the County procurement process. The advancement of economic inclusion improves equity, economic mobility and quality of life for all Franklin County residents. Accordingly, the Owner, in cooperation with ADAMH, will make a good faith effort,

and encourages others, to utilize Small and Emerging Business Enterprises and diverse suppliers in all phases of procurement and contracting including formal competitive bidding, multiple quote process and purchase orders.

## **11. Request for Qualification Opening**

**Request for Qualifications are due** by February 5, 2021 at **2:00 pm.** All sealed qualifications received after this date and time, for any reason, will be **rejected**. The time clock in the Franklin County Purchasing Department will serve as the official record of the time and date that sealed qualifications are received and will be the sole factor in determining if qualifications are received in time to be considered. The opening of the sealed qualifications will take place at the Franklin County Purchasing Office, 373 S. High Street, 25<sup>th</sup> Floor, Columbus, Ohio 43215-6315. The qualification opening will be public. Offerors are advised to allow adequate time to locate appropriate parking in the downtown Columbus Ohio area, access required security checkpoints within the Franklin County Courthouse Building and accessing of elevators in order to submit qualifications by the required date and time.

Parties may view the Public Qualifications Opening via the Teams virtual platform at:

[https://teams.microsoft.com/l/meetup-join/19%3ameeting\\_NmUyZmQ5OGUtZjBkMi00NDQ1LTkxOTAtMTIzMzljNGVzMzEy%40tHread.v2/0?context=%7b%22Tid%22%3a%2293c52ce1-0d75-4263-9ab9-9c287e289e18%22%2c%22Oid%22%3a%227904ad4e-7c17-4c2b-9a04-1e2a783e2c79%22%7d](https://teams.microsoft.com/l/meetup-join/19%3ameeting_NmUyZmQ5OGUtZjBkMi00NDQ1LTkxOTAtMTIzMzljNGVzMzEy%40tHread.v2/0?context=%7b%22Tid%22%3a%2293c52ce1-0d75-4263-9ab9-9c287e289e18%22%2c%22Oid%22%3a%227904ad4e-7c17-4c2b-9a04-1e2a783e2c79%22%7d)

**Or call in (audio only)**

+1 773-917-3504,,543877318# United States, Chicago  
Phone Conference ID: 543 877 318#

One (1) original, eleven (11) copies, and two (2) CD/DVD or USB Flash Drives of your Statement of Qualifications must be received by the due date and time listed in the RFQ Schedule above:

As part of our ongoing efforts to contain the spread of the COVID-19 virus, Franklin County has made the following changes pertaining to the submission of qualifications.

**Qualifications sent via USPS, UPS or FedEx should be mailed to:**

Franklin County Purchasing Department  
373 South High Street, 25th Floor  
Columbus, Ohio 43215-6315

**Attn: Sharon Tubbs, Senior Purchasing Coordinator**

**Qualifications delivered in-person:**

Due to the COVID-19 pandemic, submitting Consultants will not be permitted to enter the Franklin County Office Tower in order to hand deliver their qualifications directly to the Purchasing Department on the 25<sup>th</sup> Floor. However, qualifications may be delivered in-person to a receptacle box located along the west wall of the Pavilion, 365 South High Street, Columbus, OH 43215. The Pavilion is the main entrance to the Franklin County Court House complex. (See link) <https://facilities.franklincountyohio.gov/Facilities/Facilities/Pavilion>

There are multiple receptacle boxes in this area, so submitting Consultants should take care to deposit their qualifications in the receptacle box labeled **“Franklin County Purchasing Department.”**

The receptacle box is very similar to a postal service mailbox found on street corners. It cannot accept large, rigid boxes/containers such as Fed Ex boxes, UPS boxes or other similar containers. Qualifications delivered in this manner must be in a sealed envelope (non-rigid) and be able to fit into the receptacle box opening.

All sealed qualifications must be properly identified with **the submitting Consultant’s name, the RFQ number and the RFQ title on each sealed envelope.**

To warrant consideration, opened proposals are irrevocable for one hundred twenty (120) calendar days. Beyond 120 calendar days, the Consultant will have the option to honor its proposal or submit a written request to withdraw it from consideration.

## **12. Proposal Evaluation and Consultant Selection Process**

The Owner, in cooperation with ADAMH, Review Team, will evaluate each Consultant’s proposal submitted in response to this RFQ based on the elements previously detailed in Section 9. The Owner and ADAMH’s evaluation process will also include a review of the responsiveness, applicability and overall quality of the response.

Consultants deemed to have provided the highest rated responses will be invited to make oral presentations, based upon the criteria detailed in Section 9. The top-rated Consultants will be invited to make 60-minute oral presentations of their submittal to the Owner and ADAMH’s Review Team and allow for an additional 30 minute Q&A session.

## **13. Contract Document between the Board and the Consultant**

The final form of any Contract Document shall be a negotiated agreement between the Owner, in cooperation with ADAMH, and the Consultant. If during the negotiation process an impasse is reached between the two parties, the Owner and ADAMH reserves the right to cease negotiations and begin negotiations with the next-highest ranked Consultant.

## **14. Attachments**

- |                      |   |
|----------------------|---|
| <b>Attachment 1:</b> | Standard Form of Agreement for Owner’s Representative Services  |
| <b>Attachment 2:</b> | Project Summary   |
| <b>Attachment 3:</b> | Franklin County Travel Policy   |
| <b>Attachment 4:</b> | Small and Emerging Business Enterprise Information and Small and Emerging Business Enterprise Affidavit |
| <b>Attachment 5:</b> | Feasibility Study   |
| <b>Attachment 6:</b> | Evaluation Scoring Sheet  |

Attachment 1

It is the intention of the County to utilize a Construction Manager At Risk representative format, the attached contract may be amended to address that relationship.



Franklin County PFM-OR-150CM

**Franklin County Board of Commissioners  
Standard Form of Agreement for Owner's Representation Services  
(Construction Manager Involved)  
May 2020 Edition**

This **AGREEMENT** for Owner's Representation Services, made as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ by and between Franklin County, Ohio (the "County"), through it's Board of County Commissioners, whose address is as follows:

Franklin County Board of Commissioners  
Franklin County Courthouse  
373 South High Street  
Columbus, Ohio 43215

and the Owner's Representative:

[Enter Name of Owner's Representative]  
[Enter Street Address]  
[City, State ZIP]

[Enter Contact Name]

**WHEREAS**, it is the intention of the County to obtain owner's representation services for the following project:

The Project is:

[Enter Name of Project]  
[Enter Street Address]  
[City, State ZIP]

[Enter Description]

County Representative:

Public Facilities Management  
Franklin County Courthouse  
373 South High Street  
Columbus, Ohio 43215

[Enter Contact Name]

**WHEREAS**, this agreement has been authorized by Resolution No. \_\_\_\_\_, passed the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_, by the Franklin County Board of County Commissioners, Franklin County, Ohio; and



**WHEREAS**, unless adjusted as provided herein, all fees and reimbursable expenses payable to the Owner's Representative under this Agreement will not exceed [amount in words] (\$00.00); and

**WHEREAS**, the Owner's Representative desires, and is capable, to provide owner's representation services for the Project;

**NOW, THEREFORE**, in consideration of the mutual promises herein contained, the County and the Owner's Representative agree as follows:

## **1. RESPONSIBILITIES OF OWNER'S REPRESENTATIVE**

### **1.1 Owner's Representative's Services**

**1.1.1 Relationship; Timeliness; Standard of Care.** The Owner's Representative shall perform the Owner's Representative's services in accordance with professional standards of skill, care and diligence in a timely manner in accordance with the Project Schedule and so that the Project shall be completed as expeditiously and economically as possible within the Construction Budget and in the best interests of the County.

**1.1.2 Scope of Services; Applicable Law.** The Owner's Representative shall provide services for the Project in accordance with the terms of this Agreement. The Owner's Representative shall provide such services in accordance with the applicable Sections of the Ohio Revised Code and any applicable state rules and regulations, any applicable federal and local statutes, ordinances, rules and regulations, the applicable Announcement (the "Announcement"), the Owner's Representative's Technical Proposal for the Project (the "Technical Proposal") and the County's Standards of Design, if any.

**1.1.3 Construction Budget.** The Detailed Estimate of Construction Cost as determined pursuant to Paragraph 2.4.3 shall establish the Construction Budget. Once established, the Construction Budget shall not be exceeded without the written consent of the County. The County shall provide written notice to the Owner's Representative of any change in the Construction Budget. It is recognized that the Owner's Representative, and the County do not have control over the cost of labor, materials or equipment, over Contractors' methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Owner's Representative cannot and does not warrant or represent that bids or negotiated prices will not vary from the Construction Budget or from any estimate of cost or evaluation prepared by or agreed to by the Owner's Representative.

**1.1.4 Representation Schedule.** Within thirty (30) days after the execution of this Agreement, the Owner's Representative shall submit to the County a Representation Schedule for the performance of the Owner's Representative's services which shall include allowances for reasonable periods of time required for the review and approval of items by the County and as applicable, for approvals of governmental authorities having jurisdiction over the Project. The Representation Schedule, when approved by the County, shall not be exceeded by the Owner's Representative without notice and adjustment of the Project Schedule approved by the County. The Owner's Representative shall assist the Construction Manager to incorporate the Representation Schedule into the Project Schedule. Once the Representation Schedule is incorporated into the Project Schedule, the Representation Schedule shall not be exceeded unless the Project Schedule is exceeded through no fault of the Owner's Representative or with the approval of the County after notice.

1.1.5 Personnel. The identities of the principal persons, and the extent of their participation in, performing the Owner's Representative's services set forth as in the Technical Proposal shall not be altered without the written consent of the County.

1.1.6 Non-Discrimination. The Owner's Representative represents that the Owner's Representative is in compliance with all applicable equal employment opportunity requirements under law, if required by Section 153.59 of the Ohio Revised Code or any other applicable state or federal law.

1.1.7 Consultants. The Owner's Representative may provide services through one or more consultants employed by the Owner's Representative (the "Consultants"), provided, however, the Owner's Representative shall remain responsible to the County for all duties and obligations of the Owner's Representative under this Agreement. Unless waived or otherwise modified in writing by the County upon written request of the Owner's Representative, no Consultant shall be retained upon terms inconsistent with this Agreement. The identity of any Consultant, and the extent of such Consultant's participation in, performing the Owner's Representative's services set forth as in the Technical Proposal shall not be altered without the consent of the County.

1.1.8 Drug-Free Workplace. The Owner's Representative shall make a good faith effort to ensure that no employee of the Owner's Representative will purchase, transfer, use or possess or be under the influence of alcohol or illegal drugs or abuse legally obtained drugs while on or about the Project. Except for the term "employee," terms in this Subparagraph are used as defined in Rule 123:1-76 of the Ohio Administrative Code.

1.1.9 Ethics. The Owner's Representative represents that it is familiar with all applicable ethics law requirements, including without limitation Sections 102.04 and 3517.13 of the Ohio Revised Code, and certifies that it is in compliance with such requirements.

1.1.10 Limitation of Authority. The Owner's Representative shall not have any authority to bind the County for the payment of any costs or expenses without the express written approval of the County. The Owner's Representative shall have authority to act on behalf of the County only to the extent provided herein or in the General Conditions of the Contract for Construction (the "General Conditions"). The Owner's Representative's authority to act on behalf of the County shall be modified only by a Modification in accordance with Subparagraph 9.5.2.

1.1.11 Approval or Disapproval of Owner's Representative's Work. The County shall have the right to reasonably disapprove any portion of the Owner's Representative's work on the Project, including, ~~without limitation, any design work or documents~~ or Drawings prepared by the Owner's Representative. In the event that any Phase of the Owner's Representative's work is disapproved by the County, the Owner's Representative shall proceed, when requested by the County, with revisions to the work, documents or Drawings prepared or performed for that Phase to attempt to satisfy the objections. The Owner's Representative acknowledges that any review or approval by the County of any work, documents or Drawings prepared or performed by the Owner's Representative pursuant to this Agreement shall not relieve the Owner's Representative of the Owner's Representative's responsibility to properly and timely perform such work and prepare such documents and Drawings.

1.1.12 Unresolved Finding for Recovery. The Owner's Representative warrants and represents that, at the time of execution of this Agreement, the Owner's Representative is not subject to an unresolved finding for recovery under Section 9.24 of the Ohio Revised Code. If this representation is deemed to be false, this Agreement is void and the Owner's Representative shall immediately repay to the County any and all funds which have been paid to the Owner's Representative under the terms of this Agreement.

## 2. SCOPE OF OWNER'S REPRESENTATIVE'S BASIC SERVICES

### 2.1 General

2.1.1 Basic Services to be provided by the Owner's Representative shall consist of the six (6) phases set forth in Paragraphs 2.1 through 2.7, both inclusive.

2.1.2 Meetings. The Owner's Representative shall schedule, conduct and participate in project meetings. The Owner's Representative shall prepare and distribute minutes of all project meetings to the Design Professional, the Construction Manager, the County and any other parties involved. The Owner's Representative shall participate in preconstruction, progress, quality control and special meetings with the Design Professional, the Construction Manager, the County, appropriate Consultants, the Contractors and any other parties involved in the Project to discuss such matters as procedures, progress, problems and scheduling. The Owner's Representative shall participate in partnering meetings with the Design Professional, the Construction Manager, the County, appropriate Consultants, the Contractors and other parties involved in the Project.

2.1.3 Government Approvals. The Owner's Representative shall identify and analyze requirements of governmental authorities having jurisdiction to approve design of the Project and participate in consultations with such authorities. At all appropriate times throughout the performance of the Basic Services, the Owner's Representative shall contact, meet, consult and otherwise coordinate with each of the various governmental and quasi-governmental entities with jurisdiction over the Project for the purpose of facilitating the design and construction of the project.

### 2.2 Predesign Phase (Program Validation)

2.2.1 Selection of Architect. The Owner's Representative shall assist the County in the selection of the Design Professional by suggesting design criteria and developing a notice and request for qualifications in accordance with R.C. 153.65 to 153.71 for approval by the County, reviewing proposals from, interviewing and ranking design professionals on their qualifications in accordance with R.C. 153.65 to 153.71. The Owner's Representative shall provide to the County a written summary of comments on each design professional who submits their qualifications and shall provide the County with a written recommendation on the ranking of the design professionals. The Owner's Representative shall cooperate with the County in making any revisions to this Agreement necessary to coordinate the services to be performed by the Design Professional and assist the County in negotiating the Design Professional Agreement.

2.2.2 Selection of Construction Manager. The Owner's Representative shall assist the County in the selection of the Construction Manager by suggesting design criteria and developing a notice and request for proposal in accordance with R.C. 9.33 to 9.333 for approval by the County, reviewing proposals from, interviewing and ranking construction managers on their qualifications in accordance with R.C. 9.33 to 9.333. The Owner's Representative shall provide to the County a written summary of comments on each construction manager who submits a proposal and shall provide the County with a written recommendation on the ranking of the construction managers. The Owner's Representative shall cooperate with the County in making any revisions to this Agreement necessary to coordinate the services to be performed by the Construction Manager and assist the County in negotiating the Construction Management Agreement.

2.2.3 Program of Requirements. The Owner's Representative shall assist the County to develop a Project Proforma consisting of [describe] and a Program of Requirements consisting of [describe]. The Owner's Representative shall review and comment upon the Design Professional's preliminary evaluation of the Program of Requirements, schedule and budget requirements, including the Construction Budget, each in terms of the other. The Owner's Representative shall prepare a Conceptual Planning Report [describe].

**2.2.4 Approved Program of Requirements and Revisions.** The Owner's Representative shall assist the Construction Manager and the Design Professional to prepare, date and sign a revised Program of Requirements upon approval by the County (the "Approved Program of Requirements"). If any changes or adjustments to the Approved Program of Requirements are desired at any time after the Approved Program of Requirements has been approved by the County, the Owner's Representative shall assist the Construction Manager and the Design Professional to prepare a written amendment to the Approved Program of Requirements describing the changes or adjustments. The Approved Program of Requirements, as amended from time to time, shall determine the Scope of the Project.

## 2.3 Schematic Design Phase (Preliminary Drawings)

**2.3.1 Review and Consultation.** The Owner's Representative shall review and comment upon the Design Professional's further evaluation or refinement of the Approved Program of Requirements and the schedule and budget requirements, review applicable statutes, ordinances, codes and regulations, including without limitation zoning, energy, handicap access, storm water runoff requirements, and participate in consultations with governmental authorities having jurisdiction to approve design or construction of the Project or legal requirements applicable to the Project. For renovation or remodeling, the Owner's Representative shall review and comment upon the Design Professional's investigation of existing conditions and verification of the accuracy of information provided by the County about existing conditions as reasonably necessary and practical. [The Owner's Representative shall conduct any required Environmental Study.]

**2.3.2 Recommendations and Costs.** The Owner's Representative shall provide recommendations on value engineering, constructability, logistics, availability and suitability of materials, labor and systems, safety and security plans, quality control, time requirements for construction and factors related to the cost of the Project including costs of alternative designs or materials, preliminary budgets and possible economies. [The Owner's Representative shall establish reporting and accounting procedures for the Project in compliance with applicable law, and shall initiate preliminary insurance company review consisting of [describe.]

**2.3.3 Preliminary Life Cycle Analysis.** The Owner's Representative shall review any alternative design concepts for a Preliminary Life Cycle Analysis prepared or to be prepared by the Design Professional and provide recommendations thereon about the matters listed in Subparagraph 2.3.2.

**2.3.4 Schematic Design Documents.** Upon completion of the Schematic Design Phase for each phase of the Project or appropriate portion thereof, the Owner's Representative shall assist the Construction Manager and the Design Professional to prepare and submit a Statement of Probable Construction Cost based on current area volume and other unit costs and a Preliminary Project Schedule, which shall incorporate the Representation Schedule, the Management Schedule and the Design Schedule, for approval of the County.

**2.3.5 Submittal to County.** The Owner's Representative shall complete a Design Review Acceptance form, and submit it to the Construction Manager who shall attach a copy of the Statement of Probable Construction Cost and any report prepared pursuant to Subparagraph 2.3.5 to the form and deliver the form and attachments to the County for approval.

## 2.4 Design Development Phase (Basic Drawings)

**2.4.1 Life Cycle Analysis.** The Owner's Representative shall review any Life Cycle Cost Analysis and provide recommendations thereon about the matters listed in Subparagraph 2.3.2.

**2.4.2 Design Development Documents.** The Owner's Representative shall receive copies of all Design Development Documents from the Design Professional, review them and transmit to the

County, the Construction Manager and the Design Professional any recommendations about the matters listed in Subparagraph 2.3.2.

**2.4.3 Cost Estimate and Project Schedule.** Upon completion of the Design Development Phase for each phase of the Project or appropriate portion thereof, the Owner's Representative shall assist the Construction Manager and the Design Professional to prepare and submit a Detailed Estimate of Construction Cost and a Project Schedule indicating milestone completion dates for approval by the County. In assisting to establish the Detailed Estimate of Construction Cost, the Owner's Representative shall include reasonable contingencies for design, bidding and price escalation and determine in conjunction with the Construction Manager, the Design Professional and the County the materials, equipment, component systems and types of construction to be included in the Contract Documents. The Owner's Representative, the Construction Manager and the Design Professional shall review any difference between the Statement of Probable Construction Cost and the Detailed Estimate of Construction Cost, identify reasons for any difference and recommend means to eliminate the difference, if necessary. The Owner's Representative, the Construction Manager, the Design Professional and the County shall agree upon the means to eliminate any difference between the Statement of Probable Construction Cost and the Detailed Estimate of Construction Cost, and the Owner's Representative shall assist the Construction Manager to prepare a report describing the agreed upon means. The Owner's Representative, the Construction Manager and the Design Professional shall review any differences between the Preliminary Project Schedule and the Project Schedule, identify reasons for the differences and recommend whether the differences should be eliminated and, if necessary, means to eliminate the differences. If the Owner's Representative, the Construction Manager, the Design Professional and the County agree to eliminate any such differences, the Owner's Representative shall assist the Construction Manager to prepare a report describing the agreed upon means. The Owner's Representative, the Construction Manager, the Design Professional and the County shall make any necessary amendments to the Approved Program of Requirements in accordance with Subparagraph 2.2.2.

**2.4.4 Submittal to the County.** The Owner's Representative shall complete a Design Review Acceptance form and submit it to the Construction Manager who shall attach a copy of the Project Schedule, the Detailed Estimate of Construction Cost and any report prepared pursuant to Subparagraph 2.4.3 to the form and deliver the form and attachments to the County for approval.

## **2.5 Construction Documents Phase (Construction Drawings and Specifications)**

**2.5.1 Drawings and Specifications.** The Owner's Representative shall assist the Construction Manager to prepare the Scope of Work for inclusion by the Design Professional in the Drawings and Specifications with the approval of the County to facilitate the bidding and awarding of Contracts, taking into consideration factors including, but not limited to, time of performance, availability of labor, overlapping trade jurisdictions, involvement of minority, disadvantaged and female business enterprises, provision of training for start-up and maintenance, provision of operation and maintenance manuals and provisions for temporary facilities, and to eliminate areas of conflict and overlapping in the Work to be performed by the various Contractors. The Owner's Representative shall receive copies of all Drawings and Specifications from the Design Professional, review them and transmit to the County any recommendations thereon about the matters listed in Subparagraph 2.3.2 and possible Alternates. [The Owner's Representative shall review the geotechnical report provided by \_\_\_\_\_ and advise the County on issues, potential effects and risks to the Project.] [The Owner's Representative shall complete insurance company review consisting of [describe].]

**2.5.2 Revisions to Cost Estimate and Project Schedule.** The Owner's Representative shall inform the Construction Manager, the Design Professional, the County of the need for any changes in Project requirements or in construction materials, systems or equipment as the Drawings and Specifications are developed and of the need for any adjustments in the Detailed Estimate of



Construction Cost and the Project Schedule. Upon approval of the County of any such changes or adjustments, the Owner's Representative shall assist the Construction Manager to prepare a revised Detailed Estimate of Construction Cost or a revised Project Schedule, as applicable, incorporating such changes or adjustments. The Owner's Representative shall complete a Design Review Acceptance form and submit it to the Construction Manager who shall attach a copy of the revised Detailed Estimate of Construction Cost or the revised Project Schedule, as applicable and deliver the form and attachments to the County for approval.

**2.5.3 Bidding Documents.** The Owner's Representative shall assist the Construction Manager, the Design Professional and the County in the preparation of documents necessary for bidding of Contracts, including without limitation bidding information and instructions, estimates of cost, Notices to Bidders, Bid Forms and Special Conditions.

**2.5.4 Government Approvals.** The Owner's Representative shall cooperate with the Design Professional in submitting to the appropriate review authority such sets of the Drawings and Specifications as the may be required for approval, together with any necessary completed applications and all required fees. The Owner's Representative shall assist the Design Professional to secure any necessary National Pollution Discharge Elimination County Storm Water General Permit by submitting a notice of intent application form to the Ohio Environmental Protection Agency at least forty-five (45) days prior to the commencement of the Construction Phase, to prepare and certify a storm water pollution prevention plan to provide sediment and erosion controls at the Project and to prepare and process the required notice of termination prior to Contract Completion. In addition, the Owner's Representative shall cooperate with the Design Professional with filing of documents required for the approval of governmental authorities having jurisdiction over the Project.

**2.5.5 Additional Filings.** Upon approval of the Building Department of the Drawings and Specifications, the Owner's Representative shall receive from the Design Professional one (1) set of corrected copies of the Drawings and Specifications and a copy of the **Correction Letter** bearing approval stamps of the Building Department, as applicable.

**2.5.6 Special Items.** The Owner's Representative shall attend any necessary meetings with the Construction Manager, the Design Professional and the County and provide recommendations and information to the Construction Manager, the Design Professional and the County for discussion at such meetings regarding the assignment of responsibilities for refuse removal and for safety precautions and programs; temporary Project facilities and utilities, weather protection, fire protection and scaffolding; and equipment, materials and services for common use of Contractors, if any. The Owner's Representative shall also review the Contract Documents to assist the Construction Manager in verifying that the requirements for and assignment of responsibilities are included in the Contract Documents.

**2.5.7 Labor Recommendations.** The Owner's Representative shall assist the Construction Manager in providing to the Design Professional and the County an analysis of the types and quantities of labor required for the Project, reviewing the availability of appropriate categories of labor required for all Contracts and making recommendations for actions designed to minimize adverse effects of labor shortages.

## **2.6 Bidding or Negotiation Phase (Bidding Assistance and Recommendation)**

**2.6.1 Obtaining Bids.** The Owner's Representative shall assist the Construction Manager with the development of, and make recommendations for, bidding criteria, bidding schedules and bidding information and shall develop Bidders' interest in the Project.

**2.6.2 Prebid Conferences.** The Owner's Representative shall assist the Construction Manager in conducting prebid conferences with prospective Bidders to familiarize Bidders with the Contract

Documents, any special requirements of the Contract Documents and equal employment opportunity, set aside and prevailing wage requirements. The Owner's Representative shall assist the Construction Manager to obtain responses from the Design Professional to all questions at prebid conferences and review Addenda prepared by the Design Professional to incorporate those responses. The Owner's Representative shall assist the Construction Manager to prepare a record of the questions and answers discussed at the prebid conferences which shall be used by the Design Professional to prepare Addenda.

**2.6.3 Bid Packages.** The Owner's Representative shall assist the Construction Manager and the County in obtaining all necessary prevailing wage determinations. The Owner's Representative shall assist the Construction Manager in assembling the Contract Documents into appropriate packages.

**2.6.4 Bid Review.** The Construction Manager, with the assistance of the Owner's Representative, shall review all bids received for responsiveness, participate in investigating the responsibility of Bidders and deliver a written recommendation to the County about the award of, or rejection of, any bid or bids for each Contract for the Project in accordance with applicable law. In making the recommendation, the Construction Manager and the Owner's Representative shall evaluate all applicable Alternates referenced in the Contract Documents.

**2.6.5 Bid Substitutions.** Substitutions contained in the bid of any Bidder shall not be considered by the Owner's Representative in recommending the award of any Contract. Substitutions are to be requested prior to bid. See requirements of the Invitation to Bid.

**2.6.6 Pre-award Conferences.** The Construction Manager, with the assistance of the Owner's Representative, shall conduct pre-award conferences with apparently successful Bidders and shall gather documentation for contract execution from such Bidders. Upon the failure of a Bidder to provide such documentation in a timely manner, the Construction Manager and the Owner's Representative shall assist the County in considering whether an extension of time for submitting such documentation is appropriate.

**2.6.7 Subcontractor and Material Supplier Review.** The Owner's Representative, based upon review of the Contract Documents, any past experience and reasonable inquiry, shall participate in investigating any Subcontractor or Material Supplier proposed by any Contractor and recommend approval or disapproval in accordance with the General Conditions.

**2.6.8 Over Budget Options.** If the Construction Budget is exceeded by the total of the lowest and best bids and any legally negotiated prices for the Project, the County shall, at their option (1) approve in writing an increase in the Construction Budget; (2) authorize re-bidding or re-negotiation for some or all parts of the Project within a reasonable time without an increase in the Construction Budget; (3) abandon the Project, in whole or in part, and terminate this Agreement in accordance with Subparagraph 8.1.2 or Subparagraph 8.1.4, as applicable; or (4) cooperate in the revision of the Scope of the Project as defined in Subparagraph 2.2.2 to reduce the actual cost of construction to the Construction Budget. If the County adopts option (1) and such increase in the Construction Budget is more than ten percent (10%), the Owner's Representative may request, in writing, an adjustment to the Basic Fee in accordance with Subparagraph 5.4.5. If the County adopt options (2), (3) or (4), the Owner's Representative shall modify the Approved Program of Requirements, the Project Schedule and the Contract Documents and cooperate in any necessary bidding or negotiation without additional charge.

**2.6.9 Further Revisions to Cost Estimate and Project Schedule.** If necessary, the Owner's Representative shall inform the Construction Manager and the County of the need for any adjustments in the Detailed Estimate of Construction Cost and the Project Schedule. Upon approval of the County of any such adjustments, the Owner's Representative shall assist the Construction Manager in preparing a revised Detailed Estimate of Construction Cost or a revised



Project Schedule, as applicable, incorporating such adjustments and delivering the revised Detailed Estimate of Construction Cost or Project Schedule to the County for approval.

2.6.10 Contract Execution Notices. The Owner's Representative shall assist the Construction Manager and County as needed in the preparation and issuance of Notices of Award and Notices to Proceed, preparation and execution of the Construction Contracts, preparation and issuance of Notices to Surety and the Notice of Commencement.

## 2.7 Construction Phase (Administration of Construction)

2.7.1 Duration; Extent, Access. The Construction Phase will commence with the award of a Contract for the Project to a Contractor and will terminate upon Final Acceptance of the Project by the County. The Owner's Representative shall provide its services during the Construction Phase in accordance with the General Conditions as in effect as of the date of this Agreement. The Owner's Representative shall at all times have access to the Project whenever any Work is in preparation or in progress.

2.7.2 Duties Generally. The Owner's Representative shall make scheduled bi-monthly site review visits to the Project and such additional site review visits, as directed by the County, to assist the Construction Manager to investigate existing conditions at the Project and verify information furnished by the County and to observe the quality of workmanship, substantiation of costs in place and the adequacy of balances to complete, the status of construction completion and the matters listed in Subparagraph 2.3.2. The reviews will be performed by [a representative satisfactory to the County.] Following each visit, a written report will be submitted by the Owner's Representative to the Construction Manager, the Design Professional and the County. The reports shall contain, at least, the following information:

2.7.2.1 Description of conflicts, deficiencies and omissions between the work observed in place and the Contract Documents. In addition, outstanding defects or deviations noted in previous reports will be described, noting the correction or resolution, if any. Assistance to the Design Professional in interpretation of Contract Documents.

2.7.2.2 Description of the progress of the Project to date in relation to the Project Schedule, noting concerns or issues with sequencing or completion timing and assisting with updating of the Project Schedule.

2.7.2.3 Review of existing and ongoing soils, structural steel, concrete, and other testing results (as prepared by others) for compliance with the Contract Documents and description of the effect, if any, upon the use of the structure in the event of a deficiency.

2.7.2.4 Notification to the County of Defective Work and of deviations from the Contract Documents observed, and description of any corrective action taken.

2.7.2.5 Review of the progress of the Work to date to determine that the Work has been generally accomplished in a good and workmanlike manner and is in general conformity with the intent of the Contract Documents.

2.7.2.6 Review and evaluation of Bulletins, Change Orders, Shop Drawings and Samples.

2.7.2.7 Provision of quality, labeled, color photographs within reports to demonstrate matters set forth in reports.

2.7.2.8 Review of Applications for Payment and provision of an opinion to the County as to the appropriateness of each Application with respect to progress of the Project.

2.7.2.9 Review of safety programs developed by each of the Contractors, noting any deficiencies in the implementation of such programs.

2.7.2.10 Review compliance with insurance requirements.

Knowledge of matters observed by the Owner's Representative shall be imputed to the County only to the extent set forth in one or more reports from the Owner's Representative.

2.7.3 Partial Occupancy. The Owner's Representative shall assist the Construction Manager and the County in determining dates of Partial Occupancy of the Work or portions thereof designated by the County and shall assist in obtaining any necessary temporary occupancy certificate or other certificate from any applicable government authority. The Owner's Representative shall review any lists prepared by the Design Professional of incomplete or unsatisfactory Work and assist the Construction Manager to prepare schedules for the completion or correction of such Work. The Owner's Representative shall review Contractor Punch Lists and Design Professional Punch lists, evaluate whether the Punch lists are complete and correct based upon the last visit of the Owner's Representative to the site of the Project and assist the Construction Manager with Final Inspections.

2.7.4 Contractor Claims. The Owner's Representative shall review claims from Contractors for additional compensation and equitable adjustment of compensation, and shall deliver a written recommendation to the County about each claim and attend any dispute resolution meetings convened by the County related to each claim.

2.7.5 Contractor Responsibilities. The Owner's Representative shall not be responsible for and shall not have control or charge of construction means, methods, techniques, sequences, procedures or scheduling used by a Contractor to comply with the Contractor's obligations under its Contract for the Project or for safety precautions and programs in connection with the Work on the

Project. The Owner's Representative shall not be responsible for or have control or charge over the acts or omissions of Contractors or Subcontractors or any of their agents or employees, or any other persons performing any Work on the Project.

**2.7.6 One Year Warrantee Inspection.** One month prior to the expiration of the one year guarantee or warranty provided by the Contractor, the Owner's Representative shall participate in a walkthrough of Project with the Construction Manager and the County. The Owner's Representative shall consult with the Construction Manager and County to address any issue identified in the walkthrough according to the procedures specified in the General Conditions.

### **3. ADDITIONAL SERVICES**

#### **3.1 General**

**3.1.1** The following services are not included in Basic Services and shall be provided only if identified in the Technical Proposal and approved by the County or otherwise authorized in writing by the County. The following services shall be paid for as provided in this Agreement in addition to the compensation for Basic Services; provided, however, the Owner's Representative shall not be compensated for any of the following services made necessary by the act or omission of the Owner's Representative or any Consultant. Unless waived by the County in writing, authorization to provide Additional Services must be obtained prior to providing the Additional Services.

**3.1.2 Specialized Services.** Providing specialized design and engineering services, including without limitation such services for acoustics, computers, communications, fixtures, furnishings and equipment.

**3.1.3 Additional On-Site Services.** Providing administration or observation of construction beyond those services to be provided as Basic Services pursuant to Subparagraph 2.7.4.

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

**3.1.5 Special Studies.** Providing planning, site evaluations, environmental studies, or comparative studies of prospective sites, and preparing special surveys, studies and submissions required for approval of governmental authorities or others having jurisdiction over the Project.

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

**3.1.7 Replacement Work.** Providing consultation concerning replacement of any Work on the Project damaged by fire, casualty or other cause not due to negligence of the Owner's Representative or any Consultant and furnishing services as may be required in connection with the replacement of such Work.

**3.1.8 Contractor Default.** Providing services made necessary by the default of a Contractor.

### **4. RESPONSIBILITIES OF THE COUNTY**

**4.1 Required Actions.** The County shall review, approve or take such actions as are required of them by this Agreement, the Contract Documents and applicable law in a reasonable and timely manner.

4.2 Instructions to Contractors. All instructions of the Owner's Representative to Contractors shall be through, or in consultation with, the Construction Manager, with notice to the Design Professional and the County.

4.3 County's Requirements. The County shall provide full information regarding its requirements for the Project including without limitation a list of requirements which shall set forth the County's design, time and financial objectives, constraints and criteria, including space requirements and relationships, flexibility and expandability, time constraints imposed by fiscal and budgetary considerations, special equipment and systems and site requirements.

4.3.1 Other Agreements. The County shall provide a copy of the Design Professional's Agreement for Professional Design Services and of the Agreement for Construction Management Services to the Owner's Representative upon request.

4.3.2 County's Representative. The County hereby designates the Owner's Representative as the County's Representative for all purposes of the Contract Documents. If the County changes the Owner's Representative, the County shall notify the Construction Manager immediately in writing.

4.4 Site Description. If reasonably requested by the Owner's Representative as necessary for the Project, the County shall furnish a legal description and a certified land survey of the site, giving, as applicable, grades and lines of streets, alleys, pavements and adjoining property; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and complete data pertaining to existing building, other improvements and trees; and full information concerning available service and utility lines both public and private, above and below grade, including inverts and depths. The Owner's Representative shall be entitled to rely upon the accuracy and completeness of information provided by the County under this Paragraph.

4.5 Notice to Owner's Representative. If the County observes or otherwise becomes aware of any Defective Work or other fault or defect in the Project, prompt notice thereof shall be given to the Owner's Representative.

4.6 Legal Representation. The County shall not be responsible to provide, or pay for, any legal representation of the Owner's Representative.

## 5. COMPENSATION

5.1 Total Compensation. The total compensation of the Owner's Representative and all Consultants shall consist of the Basic Fee, any Additional Fees, and Reimbursable Expenses.

### 5.2 Basis of Compensation

5.2.1 Basic Fee. For Basic Services provided by the Owner's Representative and all Consultants, the County shall pay the Owner's Representative a Basic Fee in accordance with Paragraph 5.3 hereof in the amount of [Words] Dollars (\$0.00). A change in the Basic Fee may be made only by a Modification in accordance with Subparagraph 9.5.2.

5.2.1.1 Extent of Basic Fee. The Owner's Representative's Basic Fee includes all compensation for Basic Services, including without limitation, for salaries or other compensation of the Owner's Representative's employees at the principal office, branch offices and the field office, general operating expenses of the Owner's Representative's principal office, branch offices and the field office, any part of the Owner's Representative's capital expenses, including interest on the Owner's

Representative's capital employed for the Project, overhead or expenses of any kind, except Reimbursable Expenses, any costs incurred due to the negligence of the Owner's Representative, the Owner's Representative's general advertising, federal, state or local income, sales or other taxes, state franchise taxes and qualification fees, and membership in trade, business or professional organizations.

5.2.2 Additional Fees. The County shall pay the Owner's Representative the respective Additional Fees for the following Additional Services:

Additional Service

Additional Fee

5.2.2.1 Other Additional Services. For other Additional Services provided by the Owner's Representative and any Consultants in accordance with Article 3, the County shall pay the Owner's Representative Additional Fees in an amount negotiated to the mutual reasonable satisfaction of the County and the Owner's Representative, but in all events, such Additional Fees shall not exceed two and one-half (2.5) times the Direct Personnel Expense incurred by the Owner's Representative and any applicable Consultant in providing those Additional Services. Except for the Additional Services and Additional Fees listed above, Additional Services and any Additional Fees may be approved only by a Modification in accordance with Subparagraph 9.5.2. The Owner's Representative, with the prior written consent of the County, may provide Additional Services through one or more Consultants.

5.2.2.2 Direct Personnel Expense. Direct Personnel Expense shall mean the portion of direct salaries and wages of all personnel of the Owner's Representative or any Consultants, as applicable, including professional, technical, management, administrative and clerical employees, and principals engaged on the Project related to their time devoted to the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto such as employment taxes and other statutory employee benefits, social security contributions, insurance, sick leave, holidays, vacations, pensions, profit sharing and similar benefits related to their time devoted to the Project.

5.2.3 Reimbursable Expenses. Reimbursable Expenses means actual expenditures incurred by the Owner's Representative or its Consultants in the interest of the Project and approved by the County. Reimbursable Expenses include fees for reproduction of Construction Documents for distribution to Bidders, building permits, soil or other testing or special inspections and, if requested by the County, Project Professional Liability Insurance. No other expenditures shall be Reimbursable Expenses unless so provided in a Modification in accordance with Subparagraph 9.5.2.

5.2.3.1 Limits. The Owner's Representative shall use its best efforts to minimize Reimbursable Expenses. In all events, total Reimbursable Expenses shall not exceed [Words] Dollars (\$0.00), without the written approval of the County and a Modification in accordance with Subparagraph 9.5.2. Reimbursable Expenses for the following items shall not exceed the respective amounts:

Item

Amount

### 5.3 Method and Terms of Payment

5.3.1 Basic Fee. Payment of the Basic Fee shall be made monthly in proportion to services performed in each Phase in accordance with the following percentages of the Basic Fee:

Predesign Phase	5%
Schematic Design Phase	5%
Design Development Phase	10%
Construction Documents Phase	10%
Bidding or Negotiation Phase	10%
Construction Phase	55%
Project Close-out	5%

Any balance of the final 5% of the Basic Fee shall be paid upon Project Close-out as follows: one-half after preparation of all Punch-Lists and one-half after completion of all Punch-List items to the reasonable satisfaction of the County and receipt of Project Record Submittals by the County as provided in this Agreement. The County may waive the withholding of any final balance or part thereof, if Owner's Representative has performed to the reasonable satisfaction of the County. Payment of the last twenty percent (20%) of the Basic Fee for the Predesign Phase, the Schematic Design Phase, the Design Development Phase, the Construction Documents Phase, and the Bidding or Negotiation Phase shall be made only after all documents and Drawings required for the respective Phase have been submitted to the County, as applicable, in form and substance reasonably satisfactory to the County. The Basic Fee, including without limitation the final 5% thereof, shall be subject to all setoffs in favor of the County for claims against the Owner's Representative. Payments for Basic Services shall be based upon a properly completed Owner's Representative's Pay Request and shall be made within the applicable time limits provided by Section 126.30 of the Ohio Revised Code.

5.3.2 Additional Fees, Reimbursable Expenses. Payments of Additional Fees for Additional Services in accordance with Article 3 and Subparagraph 5.3 and for Reimbursable Expenses as set forth in Paragraph 5.4 shall be made monthly based upon services performed or expenses incurred, as applicable, and as shown by a properly completed Owner's Representative's Pay Request.

5.3.3 Payments by Owner's Representative. Within ten (10) business days of receipt of payment made pursuant to this Agreement, the Owner's Representative shall pay all portions thereof due to Consultants and to persons who provided items the expenses of which are Reimbursable Expenses.

5.3.4 Compensation for Extension of Project Time. If the Owner's Representative notifies the County not less than thirty (30) days prior to the time for completion of the Project set by the Project Schedule approved pursuant to Subparagraph 2.4.4, that such time for completion is reasonably expected to be exceeded by more than ten percent (10%) through no fault of the Owner's Representative, the compensation, if any, for Basic Services to be rendered during such extended period shall be negotiated to the mutual reasonable satisfaction of the County and the Owner's Representative. If, as a result of such negotiation, the County agree that the Owner's Representative shall be paid additional compensation, a Modification to that effect shall be executed in accordance with Subparagraph 9.5.2 before the Owner's Representative renders any services made necessary by such extension of the time of completion, unless otherwise agreed in writing by the County.

5.3.5 Compensation for Change of Scope of Project or Construction Budget. The Scope of the Project is defined by the Approved Program of Requirements as provided in Subparagraph 2.2.2. The Construction Budget is defined in Subparagraph 1.1.3. If the County materially changes the Scope of the Project after the Schematic Design Phase or the Construction Budget at any time after the execution of this Agreement through no fault of the Owner's Representative, any necessary adjustment in the compensation of the Owner's Representative shall be negotiated to the mutual reasonable satisfaction of the County and the Owner's Representative. If, as the result of such negotiation, the County agree that the Owner's Representative shall be paid additional compensation, a Modification to that effect shall be executed in accordance with Subparagraph 9.5.2 before the Owner's Representative renders any services made necessary by such change in the Scope of the Project or the Construction Budget, unless otherwise agreed in writing by the County.

## 6. INSURANCE AND INDEMNIFICATION

### 6.1 Insurance

6.1.1 Casualty Insurance. Except when a modification is requested in writing by the Owner's Representative and approved in writing by the County, the Owner's Representative shall carry and maintain at the Owner's Representative's cost, with companies authorized to do business in Ohio, all necessary liability insurance (which shall include as a minimum the requirements set forth below) during the term of this Agreement:

a. Workers' Compensation and employer's liability insurance to the full extent as required by applicable law;

b. Commercial general liability coverage for bodily injury and property damage, including limited contractual liability coverage, in not less than the following amounts:

i. General Aggregate Limit:  
\$2,000,000 each occurrence;

ii. Each Occurrence Limit:  
\$1,000,000 each occurrence; and

c. Commercial automobile liability coverage, including non-owned and hired, in an amount not less than \$1,000,000.

6.1.2 Owner's Protective Professional Indemnity Insurance. For all projects with a construction budget of \$5,000,000 or more, the County will obtain OPPI ("Owner's Protective Professional Indemnity") coverage lying excess over all underlying Owner's Representative liability policies. All Owner's Representatives must maintain professional liability insurance as required in 6.1.3.

6.1.3 Professional Liability Insurance. The Owner's Representative shall maintain insurance to protect against claims arising from the performance of the Owner's Representative's services caused by any negligent acts, errors or omissions for which the Owner's Representative is legally liable ("Professional Liability Insurance"). Such Professional Liability Insurance shall be in an amount not less than \$1,000,000 per claim and in the annual aggregate. The Owner's Representative shall endeavor to keep such insurance in effect for so long as the Owner's Representative may be held liable for its performance of services for the Project or a minimum of at least 5 years after project completion. If the Professional Liability Insurance is written on a claims-made basis, such insurance shall have a retroactive date no later than the date on which the Owner's Representative commenced to perform services relating to the Project. The insurance company issuing the Professional Liability Insurance policy must be authorized to do business in



Ohio and have a rating of at least A status as noted in the most recent edition of the Best's Insurance Reports.

**6.1.4 Certificates.** The Owner's Representative shall provide the County with certificates of insurance evidencing the required coverages and amounts, including without limitation any certificates of renewal of insurance. The certificates of insurance shall contain a provision that the policy or policies will not be canceled without thirty (30) days' prior written notice to the County.

## **6.2 Indemnification**

**6.2.1 Indemnification by Owner's Representative Generally.** To the fullest extent permitted by law, the Owner's Representative shall and does agree to indemnify and hold harmless the County and their members of boards or commissions, trustees, directors, officers, volunteers, employees and representatives from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses (including attorney's fees and other costs of defense), of any nature, kind or description, which (a) arise out of, are caused by or result from performance of the Owner's Representative's services hereunder and (b) are attributable to bodily injury, personal injury, mental anguish or shock, sickness, disease, disability or death of any person, or to damage to or destruction of property, including the loss of use and consequential damages resulting therefrom, but (c) only to the extent they are caused by any negligent acts, errors or omissions of the Owner's Representative, anyone directly or indirectly employed by, or anyone by the direction of the Owner's Representative, anyone liable by virtue of a written contract or agreement, or anyone for whose acts the Owner's Representative is legally liable. This Subparagraph is intended to be, and shall be construed as consistent with, and not in conflict with, Section 2305.31 of the Ohio Revised Code.

**6.2.2 Intellectual Property Indemnification.** To the fullest extent permitted by law, the Owner's Representative shall and does agree to indemnify and hold harmless the County and their members, officers, employees and representatives from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses (including attorney's fees and other costs of defense), of any nature, kind or description, which result from any claimed infringement of any copyright, patent or other intangible property right caused by the Owner's Representative, anyone directly or indirectly employed by the Owner's Representative or anyone for whose acts the Owner's Representative is legally liable. The Owner's Representative shall not be required to indemnify and hold harmless such persons for such matters when the claimed infringement occurs in materials provided by the County.

## **7. DISPUTE RESOLUTION PROVISIONS**

**7.1 Mediation.** Instead of, or in addition to, the procedures set forth below, the County and the Owner's Representative may, by written agreement, submit any claims, requests, disputes or matters in question between or among them to mediation upon such terms as shall be mutually agreed to by the parties.

**7.2 Notice and Filing of Requests.** Any request by the Owner's Representative for additional fees or expenses shall be made in writing to the County and filed prior to payment of the final 5% of the Basic Fee. Failure of the Owner's Representative to timely make such a request shall constitute a waiver by the Owner's Representative of any request for such fees and expenses.

7.3 Request Information. In every written request filed pursuant to Paragraph 7.2, the Owner's Representative shall provide the nature and amount of the request; identification of persons, entities and events responsible for the request; activities on the Project Schedule affected by the request or new activities created by any delay and the relationship with existing activities; anticipated duration of any delay; and recommended action to avoid or minimize any future delay.

7.4 Meeting with County Representative. If the Owner's Representative files a written request with the County pursuant to Paragraph 7.2, the County's Representative shall, within thirty (30) days of receipt of the request, schedule a meeting in an effort to resolve the request and render a decision on the request promptly thereafter or render a decision on the request without a meeting, unless a mutual agreement is made to extend such time limit. The meeting scheduled by the County's Project Representative shall be attended by persons expressly and fully authorized to resolve the request on behalf of the Owner's Representative.

7.5 Appeal to County Administrator. If the efforts of the County's Representative do not lead to resolution of the request, the Owner's Representative may appeal to the County Administrator (the "Administrator") by notice in writing. Within thirty (30) days of receipt of the notice, the Administrator shall schedule a meeting and render a decision on the appeal promptly thereafter or render a decision on the appeal without a meeting, unless a mutual agreement is made to extend such time limit. The purpose of such a meeting shall be to settle the matters in dispute and shall be attended by persons expressly and fully authorized to resolve the matters on behalf of the Owner's Representative. Chapter 119 of the Ohio Revised Code shall not be applicable to any proceedings of the Director. The decision of the Director shall be the final and conclusive determination of the County.

7.6 The decision of the Administrator shall be the final and conclusive determination of the County.

7.7 Delegation. No provision of this Article shall prevent the Administrator from delegating the duties or authorities of the Administrator to any other person selected at the discretion of the Administrator.

7.8 Performance. The Owner's Representative shall proceed with the Owner's Representative's performance of this Agreement during any dispute resolution process, unless otherwise agreed by the Owner's Representative and the County in writing. The County shall continue to make payment, in accordance with this Agreement, of any amounts not in dispute pending final resolution of any dispute in accordance with this Article.

## 8. TERMINATION AND REMEDIES

### 8.1 Termination of Agreement

8.1.1 Means of Termination. This Agreement may be terminated by the County upon seven (7) days written notice should the Owner's Representative fail to perform in accordance with the terms of this Agreement. This Agreement may be terminated by the County without cause upon fifteen (15) days written notice to the Owner's Representative. This Agreement may be terminated at any time upon the mutual consent of the County and the Owner's Representative.

8.1.2 Owner's Representative's Remedies Upon Termination by County Without Cause. In the event of a termination which is not due to the failure of the Owner's Representative to perform in accordance with the terms of this Agreement, the Owner's Representative shall be compensated for all Basic Services of a completed Phase performed prior to the termination date in accordance with the percentages set forth in Subparagraph 5.4.1, together with Reimbursable Expenses

incurred prior to the termination date. In such event, for services rendered prior to the termination date in an uncompleted Phase and for Additional Services, the Owner's Representative shall receive compensation based on the percentages of completion of that Phase or those Additional Services, as applicable, and as reasonably determined by the County, together with Reimbursable Expenses incurred prior to the termination date.

**8.1.3 Owner's Representative's Remedies Upon Termination by County for Cause.** In the event of a termination which is due to the failure of the Owner's Representative to perform in accordance with the terms of this Agreement, the Owner's Representative shall be compensated only for Basic Services performed and paid for prior to the termination date in accordance with the percentages set forth in Subparagraph 5.4.1, together with Additional Services completely performed prior to the termination date. In such event, the Owner's Representative shall be reimbursed only for Reimbursable Expenses incurred prior to the date of the notice of termination, unless the County consents in writing to the payment of Reimbursable Expenses incurred after that date.

**8.1.4 Owner's Representative's Remedies Upon Termination by Mutual Consent.** In the event of a termination upon the mutual consent of the County and the Owner's Representative, any compensation for Basic Services or for Additional Services or payment of Reimbursable Expenses shall be negotiated and set forth in a Modification to this Agreement in accordance with Subparagraph 9.5.2 prior to such termination.

**8.1.5 Post-Termination Matters.** If the County and the Owner's Representative agree that any services are to be performed for the Project by the Owner's Representative after any termination date, the amount of any compensation and the method and terms of payment of such compensation or any Reimbursable Expenses related to such services shall be negotiated and set forth in a Modification to this Agreement in accordance with Subparagraph 9.5.2 prior to the commencement of such services. Such Modification and any relevant provisions of this Agreement shall survive termination of this Agreement.

## 8.2 Remedies

**8.2.1 Cumulative Remedies.** No remedy conferred upon the County by the terms of this Agreement is intended to be exclusive of any other remedy provided at law or in equity. Each and every remedy of the County shall be cumulative and shall be in addition to any other remedy given to the County hereunder or now or hereafter existing. Except as otherwise provided in this Agreement, no remedy conferred upon the Owner's Representative by the terms of this Agreement is intended to be exclusive of any other remedy provided at law or in equity. Except as otherwise provided in this Agreement, each and every remedy of the Owner's Representative shall be cumulative and shall be in addition to any other remedy given to the Owner's Representative hereunder or now or hereafter existing.

**8.2.2 Remedies Not Waived.** No delay, omission or forbearance to exercise any right, power or remedy accruing to the County or the Owner's Representative hereunder shall impair any such right, power or remedy or shall be construed to be a waiver of any breach hereof or default hereunder. Every such right, power or remedy may be exercised from time to time and as often as deemed expedient.

## 9. MISCELLANEOUS PROVISIONS

### 9.1 Ownership and Use of Documents

**9.1.1 Property of County.** Drawings, Specifications and other documents prepared by, or with the cooperation of, the Owner's Representative or any Consultant pursuant to this Agreement are the

property of the County whether or not the Project for which they are prepared is commenced or completed. The Owner's Representative or Consultant, as applicable, may retain copies, including reproducible copies of such Drawings, Specifications and other documents for information and reference. Such Drawings, Specifications or other documents may be used by the County or others employed by the County for reference in any completion, correction, remodeling, renovation, reconstruction, alteration, modification of or addition to the Project, without compensation to the Owner's Representative or Consultant. Unless the Project is a prototype, such Drawings, Specifications or other documents shall not be used by the County, or be given or sold by the County to be used by others, on other projects except by agreement in writing and with agreed upon appropriate compensation to the Owner's Representative or Consultant, as applicable. If an event occurs for which the Owner's Representative or Consultant may be liable, the County shall notify the Owner's Representative or Consultant of such event as soon as practical after such event and shall provide access to the Project to the Owner's Representative or Consultant and their representatives. This Subparagraph shall survive termination of this Agreement.

9.1.2 Owner's Representative's Intellectual Property. All inventions, patents, design patents and computer programs acquired or developed by the Owner's Representative in connection with or relation to the Project shall remain the property of the Owner's Representative and shall be protected by the County from use by others except by agreement in writing with appropriate and agreed upon compensation to the Owner's Representative.

9.2 Public Relations. Prior to completion of the Project, any public relations or publicity about the Project shall be solely within the control and with the consent of the County.

9.3 Records. The records of all of the Owner's Representative's Direct Personnel Costs, Reimbursable Expenses and payments to Consultants pertaining to the Project shall be kept on a generally recognized accounting basis and shall be available to the County at all times and shall be maintained for seven (7) years after Final Acceptance of the Project by the County. All other records kept by the Owner's Representative related to the Project shall be available to the County at all times and shall be maintained for six (6) years after Final Acceptance of the Project by the County.

9.4 Successors and Assigns. The County and the Owner's Representative, each bind themselves, their successors, assigns and legal representatives, to the other party to this Agreement and to the successors, assigns and legal representatives of the other party with respect to all terms of this Agreement. The Owner's Representative shall not assign, or transfer any right, title or interest in this Agreement without the prior written consent of the County.

#### 9.5 Extent of Agreement

9.5.1 Entire Agreement. This Agreement, Conditions of the Contract (General, and Supplementary) and the Contract Documents represent the entire and integrated agreement between the County and the Owner's Representative and supersede all prior negotiations, representations or agreements, either written or oral.

9.5.2 Modifications. This Agreement may be amended only by a Modification prepared by the County and signed by both the Owner's Representative and the County. The maximum financial obligation of the County shall not be exceeded unless and until such additional funds are appropriated and approved by the Franklin County Board of County Commissioners, certified as available by the Franklin County Auditor, and an appropriate Modification is entered into by the parties. The County's Project Representative shall not have the authority to waive the application of this provision; nor shall the Owner's Representative rely on any representation made by any agent or employee of County with respect to the waiver of the application of this provision.

9.5.3 Multiple Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

9.5.4 Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections hereof.

9.5.5 Precedence. If there are any inconsistencies between the provisions of the Contract Documents and the provisions of the Announcement, the Technical Proposal or this Agreement, the provisions of the Contract Documents shall prevail.

9.5.6 Conditions to Validity. It is expressly understood by the Owner's Representative that none of the rights, duties and obligation described in this Agreement shall be valid and enforceable unless the Franklin County Auditor first certifies that there is a balance in the County's appropriation not already obligated to pay existing obligations, as provided in Section 5705.41(D), ORC. The Contract shall become binding and effective upon execution by the County and approval by the Franklin County Prosecuting Attorney of the Contract, as required by Section 153.44, ORC.

9.5.7 No Third-Party Interest. No person or corporation, other than the signer of this Agreement as Owner's Representative, shall have any interest hereunder and no claim shall be made, or be valid, and neither the County, nor any official or agent thereof, shall be liable for or be held to pay any money except as provided herein.

## 9.6 Governing Law

9.6.1 Law of Ohio. The Contract and any modification, amendments or alterations thereto shall be governed, construed and enforced by and under the laws of the State of Ohio. All claims, disputes and other matters in question arising out of, or relating to, this Contract or its breach, shall only be brought in the Franklin County Common Pleas Court, General Division.

9.6.2 Capitalized Terms. Capitalized terms in this Agreement shall have the same meaning as those in the General Conditions, unless otherwise defined herein or unless another meaning is indicated by the context.

9.7 Assignment of Antitrust Claims. Each party to this Agreement recognizes that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the ultimate purchaser of goods and services; in this instance the ultimate purchaser is the County. Therefore, the following assignment is made:

Intending to be legally bound, the Owner's Representative, acting herein by and through the person signing this Agreement on its behalf as a duly authorized agent, hereby assigns, sells, conveys and transfers to the County any and all right, title and interest in and to any and all claims and causes of action which the Owner's Representative may now have or hereafter acquire under the antitrust laws of the United States of America or the State, PROVIDED that the claims or causes of action relate to the particular goods, products, commodities, intangibles, or services purchased, procured, or acquired by, or rendered to, the County pursuant to this Agreement, and EXCEPT as to any claims or causes of action which result from antitrust violations commencing after the price is established under this Agreement and which are not passed on to the County by any means. In addition, the Owner's Representative warrants and represents that it will require any and all of its Consultants and suppliers to assign any and all federal and State antitrust claims and causes of action to the County,

subject to the proviso and exception stated above. The provisions of this Subparagraph shall become effective at the time the County executes its concurrence to this Agreement without further acknowledgment by any of the parties.

## 9.8 Notices

9.8.1 Addresses. All notices, certificates, requests or other communications hereunder shall be in writing and shall be deemed to be given if delivered in person to the individual or to a member of the company or organization for whom the notice is intended, or if delivered at or mailed by registered or certified mail, postage prepaid, to the appropriate following address:

If to the County      Public Facilities Management  
Franklin County Courthouse  
373 South High Street  
Columbus, Ohio 43215

If to the Owner's Representative: [Enter Name of Owner's Representative]  
[Enter Street Address]  
[City, State ZIP]

**9.8.2 Additional Notices.** A copy of all notices, certificates, requests or other communications to the County shall be sent to the Project Representative.

9.8.3 Facsimiles. For convenience of communication only, notices, certificates, requests or other communications hereunder of fewer than ten (10) pages, except requests for payment, may be sent by facsimile transmission. Notices, certificates, requests or other communications sent by facsimile transmission shall not be deemed to be given unless a counterpart is received or mailed in accordance with Subparagraph 9.8.1. Requests for payment may be sent to the County by facsimile transmission only upon specific direction from the County.

**9.8.4 Emergencies.** In the event of an emergency involving the Project, including, without limitation, a fatality, serious injury, fire, collapse, flood, utility or power loss to occupied facilities, explosion, or environmental damage, the Owner's Representative shall immediately notify the County by the most expedient means available.

**9.8.5 Change of Address.** The County or the Owner's Representative may, by notice given hereunder, designate any further or different addresses telephone numbers or facsimile numbers to which subsequent notices, certificates, requests or communications shall be sent.

**9.9 Severability.** If any provision of this Agreement, or any covenant, obligation or agreement contained herein is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect any other provision, covenant, obligation or agreement, each of which shall be construed and enforced as if such invalid or unenforceable provision were not contained herein. Such invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, covenant, obligation or agreement, shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

**SIGNATURES ON FOLLOWING PAGE**

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date and year first above written.

**County**

The Franklin County Board of  
Commissioners

**Owner's Representative**

[Enter Name of Owner's Representative]

\_\_\_\_\_  
Marilyn Brown, President

\_\_\_\_\_  
Printed Name:

Title:

\_\_\_\_\_  
John O'Grady, Commissioner

\_\_\_\_\_  
Kevin L. Boyce, Commissioner

Exhibit A: Owner's Representative's  
Technical Proposal

Approved As To Form:

Ron O'Brien  
Franklin County Prosecuting Attorney

\_\_\_\_\_  
Date:

Assistant Prosecuting Attorney

Approved:

Darla Reardon, Director  
Franklin County Public Facilities Management

\_\_\_\_\_  
Date:



# November 2020 Update

## Franklin County

## Mental Health and Addiction Crisis Center



The Alcohol, Drug and Mental Health Board of Franklin County (ADAMH) is partnering with the

Central Ohio Hospital Council (COHC) and other community stakeholders to plan and construct a comprehensive center intended to support adults in Franklin County experiencing (or at risk of experiencing) a crisis associated with their mental health and/or substance use disorder.

ADAMH and COHC are co-chairing the Franklin County Mental Health and Addiction Crisis Center Steering Committee to drive key strategies and provide final recommendations for construction of the new Crisis Center. The Steering Committee is comprised of diverse community experts representing advocates, hospitals, community providers, first responders, Franklin County, the City of Columbus and individuals and families with lived experience.

The new Crisis Center will be a central core facility in Franklin County and will serve as the preferred destination for mental health and addiction crisis needs. The new Crisis Center will decompress emergency departments and will have the capability to facilitate medical clearance and patient transfers.

### OUR OBJECTIVES

- ◆ Increase access to mental health and addiction crisis care, so that it meets the needs of all Franklin County residents. The new Crisis Center will provide 24/7 access to self-referrals, first responders and hospitals, and will serve other community stakeholders.
- ◆ Improve quality of crisis care by offering a range of mental health and addiction services (from a walk-in clinic to inpatient care) and by linking patients to community-based programs after crisis care is provided.
- ◆ Construct a facility that meets current and future demand. Franklin County is forecasted to have a 23% growth in demand for outpatient mental health and addiction services in the next 10 years.
- ◆ Provide a central core facility that serves as the preferred destination for mental health and addiction crisis needs, while simultaneously decompressing emergency departments.

### KEY ASSUMPTIONS

**Target population:** Adults age 18+ who are experiencing a mental health or an addiction-related crisis in Franklin County at the time of their crisis, regardless of immigration status, residency or insurance status.

**Access:** 24 hours/7 days a week, including a public walk-in entrance and a separate entrance for first responders.

**Estimated volume:** 26,000 encounters in year one, and over 37,000 encounters in year 10.

**Location:** ADAMH has purchased property on Harmon Avenue in the West Edge area on the near West side, and a site study has determined this parcel is viable for the new Crisis Center.

**Targeted groundbreaking:** Fall 2021

### SIZE AND COST

Based on the projected volume (above) and service offerings (page 2), the facility will be approximately 72,000 square feet and construction costs are estimated at \$50 million.

As of November 2020, the following commitments have been made to support capital costs for the new Crisis Center:

\$8 million—ADAMH

\$8 million—Adult service hospitals

\$10 million—City of Columbus

\$10 million—Franklin County Commissioners

*For more information on the Franklin County Mental Health and Addiction Crisis Center and for updates on our progress, visit [FCMHACC.com](http://FCMHACC.com).*

## NEW CRISIS CENTER SERVICE OFFERINGS

**24/7 walk-in clinic** for less acute crises, which will assist those not-yet in crisis to return to the community safely with timely community-based provider linkage services.

**23-hour observation unit**, which provides a safe setting for treatment of those in immediate crisis. Admitting will be on a voluntary or involuntary basis. A discharge plan will be required.

**Extended crisis stabilization and inpatient services**, with 16 total beds for stays 24 hours and longer. The beds are key to allowing flow of patients out of the 23-hour observation unit. A discharge plan will be required.

**Addiction services**, including detox, initiation of medication-assisted treatment (MAT) and linkage to ongoing care.

**Medical services** provided at an urgent care level. Individuals will have access to an on-site practitioner and an emergency department physician via telemedicine.

**Tele-psychiatry**, which is a cost-effective tool to reach as many individuals as possible.

**Linkage services** for organizations such as community-based mental health and substance use treatment providers, which can provide on-site linkage services.

**Family support services** to support families, partners and friends that may come in with an individual in crisis to provide them with tools to help them succeed. Family support is a key element of recovery.

**Pharmacy** including an automated medication dispensing system which increases safety and efficiency.

**First responder transports** with quick handoffs between law enforcement or EMS and the new Crisis Center, allowing first responders to return to the community as promptly as possible.

## CURRENT STATE

Netcare does not currently provide walk-in services to less acute patients who are not in need of crisis observation or stabilization.

Individuals needing police transport are often diverted from Netcare to a hospital emergency department. Due to limited capacity, Netcare is on police divert nearly 60% of the time.

EMS does not transport patients to Netcare. Columbus EMS makes approximately 9,000 behavioral health transports to emergency departments annually.

Approximately 70% of patients needing crisis care present with a co-occurring substance use disorder. Netcare has limited resources to detox, initiate MAT, or treat substance use disorders.

Approximately 900 patients needing medical clearance are transported from Netcare to emergency departments annually.

Netcare does not have secure capabilities, resulting in more than 30 elopements each month on average.

Netcare estimates that 40% of patients are not connected to any community resources at intake.

## FUTURE STATE

Individuals have access to **a full array of clinic services** at the new Crisis Center, including walk-in clinic services for those not yet in crisis.

The new Crisis Center has a capacity to **meet community needs** and is viewed by law enforcement as the preferred facility for care of residents in need of crisis care.

EMS transports those in need of crisis care to the new Crisis Center which is viewed by first responders as the **preferred facility for care** of residents in need of mental health and addiction-related crisis care.

Patients with both mental health and substance use disorders receive **coordinated care** at the new Crisis Center.

Patients with coexisting medical issues are evaluated and treated at the new Crisis Center, **negating the need to transport** patients to emergency departments for evaluation.

Patients **are safely secured** at the new Crisis Center.

Patients receiving care at the new Crisis Center are linked **to services and follow-up care** before being discharged.

## FRANKLIN COUNTY TRAVEL POLICY

### A. AUTHORIZATION TO TRAVEL

1. Each County agency, court, board, and/or commission should ensure that all requests for travel are necessary and essential before authorizing travel on County business. Managers should make every effort to limit both in-county and out-of-county travel when other alternatives are available (e.g. conference calls, video conferencing, webinars, carpooling, use of county-owned vehicles, etc.). **The employee's management is responsible for ensuring that the expenses listed are appropriate for the travel and meet the travel policy requirements contained herein.**
2. Requests for travel requiring an overnight stay, approved by the employee's management, should be submitted on a "Request for Authorization to Travel on County Business" form (copy attached). Every effort should be made to take advantage of early or advance registration discounts. The conference brochure or a similar document must accompany the travel authorization form, as well as any request for payment associated with the trip.
3. The Board of Commissioners shall routinely approve all travel requiring an overnight stay, where expenses are anticipated to be incurred by Franklin County officials or employees. **All such travel expenses shall be encumbered in accordance with the County's purchase order policy, and except for emergency travel the purchase order must be approved prior to the date of travel.** The purchase order must include all of the costs associated with the travel, including any conference registration fees.
4. In the event a purchase order cannot be approved prior to the overnight travel event, emergency travel may be temporarily authorized by a Commissioner or the highest level administrative person available at the time the travel is deemed necessary. This authorization is evidenced by the signature of a Commissioner, County Administrator, or Deputy County Administrator on the travel authorization form and must be obtained prior to the date of travel. The Board of Commissioners must approve subsequent reimbursement for these expenses.

## **B. PROHIBITIONS**

1. No employee or official of Franklin County shall solicit or receive travel expenses, or accept payment of registration fees and/or lodging for their attendance at a conference, from a party that is interested in matters before, regulated by, or doing or seeking to do business with the particular department or agency involved.
2. Employees or officials of Franklin County are prohibited from accumulating, for personal use, "frequent flyer" miles earned on official travel that is paid for or reimbursed by the government. Any employees or officials of Franklin County must use such miles earned for future official travel for that employee or another employee of Franklin County, or forfeit such miles. This ruling is mandated per Ohio Ethics Commission Advisory Opinion No. 91-010 and cited in the Auditor of State's Ohio Compliance Supplement Manual.
3. Under no circumstance will entertainment or alcoholic beverages be reimbursed. If a charge for alcoholic beverages is included in the event's registration or conference fee, that cost must be deducted from the fee.

### **C. TRAVEL WITHOUT AN OVERNIGHT STAY**

1. Expenses that are eligible for reimbursement without an overnight stay are registration or conference fees, mileage, fuel for a County-owned vehicle, parking, and tolls.
2. While a "Request for Authorization to Travel on County Business" form is not required to be completed for travel reimbursements that do not involve an overnight stay, it is recommended that County offices use the form or other appropriate documentation to monitor and approve these types of travel reimbursements.
3. Registration or conference fees may be paid directly by the County in advance of the event. The payment of the fee may be made through a purchase order, or by direct voucher if the payment qualifies under the guidelines set forth in the Franklin County Purchasing Policy.
4. A separate blanket purchase order may be opened for the purpose of paying for registration fees associated with travel without an overnight stay. However, in no event may such a blanket purchase order be used for the payment of a registration fee that does involve an overnight stay.
5. Some seminars and conferences include the price of a meal as part of the program. In those cases, meal purchases as part of the registration are allowable. When the meal is being provided by the conference but the employee chooses to eat elsewhere, reimbursement will not be made for the other meal.
6. Employees are encouraged to contact Fleet Management at 525-3412 for the use of a pool vehicle. When use of a pool vehicle is not practicable, travel by privately-owned vehicle is permissible if the owner is insured under a policy of liability insurance, and the driver has a valid driver's license.
7. Reimbursement for mileage, parking, fuel for a County-owned vehicle, and tolls is made through the employing agency's payroll department, does not require a purchase order and does not need to be submitted to the Auditor's Office. Effective January 1, 2012, mileage is reimbursable at the standard mileage rate established by the IRS for business expenses or fifty cents (\$0.50) per mile, whichever is less. Reimbursement shall be made to only one of two or more County employees traveling in the same privately-owned automobile. The names of all persons traveling in the same privately-owned automobile should be listed on the Employee Reimbursement Request form.

8. Travel during on-duty hours must utilize the most direct route unless an alternate route would be less time consuming and/or more effective. During on-duty hours, employees shall not deviate from the route of travel or stop along the route of travel to conduct personal business or engage in any activity that is not within their assigned or required duties.
9. For travel outside of the County, the total reimbursable mileage for the trip is equal to the lesser of:
  - a) The distance from the individual's workplace to the destination, and back to the individual's workplace.
  - b) The distance from the individual's place of residence to the destination, and back to the individual's place of residence.
10. When it is necessary for an employee to travel from his/her normal work location to any other location for purposes of conducting assigned or required duties, the mileage reimbursement rate shall apply for the actual miles driven. Employees must maintain a record of daily travel documenting the locations and the distance between, for which reimbursement is being sought.
11. When assigned or required duties make it necessary for an employee to travel from his/her home to any other location which is not his/her normal work location, or

When assigned or required duties make it necessary for an employee to travel from his/her normal work location to any other location prior to proceeding home, then

The employees will be reimbursed only for the mileage in excess of that which would have been incurred by the employee's normal commute. Under no circumstances will an employee be reimbursed for mileage attributable to the employee's normal commute, regardless of the day's business travel requirements.

#### **D. OVERNIGHT TRAVEL – TRAVEL STATUS**

1. Authorized travel status generally begins when the employee departs to the event from the employee's normal work location, or start of the workday if departing from the employee's place of residence. However, employees arriving up to two hours prior to a plane's departure are considered to be on authorized travel status.
2. Authorized travel status generally ends upon the earliest of a) the return of the employee to Franklin County, or b) the return of the employee to the county of the employee's place of residence.
3. In some instances, a lower fare for travel by airplane may be obtained with extended or weekend travel, but which will result in additional lodging, meal, or other travel costs. An employee may request approval of such extended or weekend travel arrangements where it can be demonstrated that the fare savings exceed the additional travel costs incurred for lodging and meals. Such travel time is on the employee's own time, and may not be credited towards overtime or compensatory/administrative time calculations. If additional travel time is needed due to the above extended personal layover, then this time must be charged to the employee's accrued leave balances (excluding sick leave) when the travel time occurs during the work day.
4. If the first scheduled event of a conference or seminar is scheduled to begin at or before 11:00 A.M. (Eastern Time), an employee may depart the day prior to the event. If the first scheduled event begins after 11:00 A.M. (Eastern Time), an employee is expected to depart that same day unless the employee can document either a) the savings as required by the requirements for extended travel above, b) that no flight was available that same day, or c) a reasonable justification that is approved by the employee's supervisor at the time the travel is authorized.
5. If the last scheduled event of a conference or seminar is scheduled to conclude by 5:00 P.M. (Eastern Time), an employee is expected to return that same day unless the employee can document either a) the savings as required by the requirements for extended travel above, or b) that no flight was available that same day, or c) a reasonable justification that is approved by the employee's supervisor at the time the travel is authorized.



## **E. OVERNIGHT TRAVEL – REGISTRATION FEES**

1. Reimbursement is authorized for registration fees associated with a conference or event associated with travel. Registration fees may also be paid directly by the County in advance. These fees must be included in the purchase order requesting authorization for travel and reimbursement of expenses, and is not to be paid prior to this authorization. A separate purchase order shall not be opened solely for the purpose of paying registration fees associated with overnight travel without providing the detail of the other expenses associated with the travel.
2. In addition to the receipt submitted for reimbursement under this section, the proper evidentiary matter submitted to the Auditor's office must include the agenda or itinerary of the conference or event.
3. If a charge for alcoholic beverages is included in the registration fee for the conference or event, that cost must be deducted from the reimbursement request.
4. Both the employee and the employee's management are responsible for ensuring that no alcoholic beverages are purchased and consumed under this section. The signatures on the Employee Reimbursement Request form certify that no alcoholic beverages were included in the registration fee for the conference or event.

## **F. TRAVEL BY AIRPLANE**

1. Out of County travel by airplane is authorized at the lowest available (coach) rate, taking advantage of early reservation discounts wherever possible, and includes reimbursement of any reasonable baggage fees (no more than two bags each way). The purchase of a ticket through a travel agent shall be deemed to be at the lowest available rate, and includes reimbursement of any associated service fees.
2. The County will allow payment directly to travel agents or airlines in advance of the travel date. Reimbursement to employees may also be made prior to the travel date if the employee has paid for the tickets in advance and can provide documentation to that effect.
3. In cases where a trip is cancelled and the airline processes a travel voucher/airline credit in lieu of a refund, the employee may still be reimbursed for the expenses incurred in purchasing that ticket. The travel voucher/airline credit should only be used on a subsequent business trip authorized by agency management and the Board of Commissioners. If the employee desires to use the travel voucher/airline credit for personal use, the employee may purchase the travel voucher/airline credit by reimbursing the County for the original amount of the ticket. Agency management is responsible for the managing and tracking of proper use of travel vouchers/airline credits.
4. Requests to travel by personal vehicle where travel by airplane is the most efficient means may be authorized only where the employee can document a cost savings over the lowest available fare, or is willing to accept reimbursement of travel costs equal to those that would have been incurred by the lowest advance purchase fare. Where such travel arrangements result in additional travel time, the employee shall charge this additional time to his/her vacation or other accumulated leave balances (excluding sick leave).

## **G. OVERNIGHT TRAVEL – TRAVEL BY VEHICLE**

1. County-owned Vehicles - Employees who are authorized or required to operate a County-owned vehicle must have a valid driver's license. For travel in a County-owned vehicle, the total cost of gasoline and oil shall be reimbursed upon the submittal of receipts, after the employee's management verifies the reasonableness of the costs incurred. A copy of the Fleet Management logbook indicating the odometer readings supporting the miles driven shall be completed for all trips and shall accompany requests for reimbursement of gasoline.
2. Employees are encouraged to contact Fleet Management at 525-3412 for the use of a pool vehicle. When use of a pool vehicle is not practicable, travel by privately-owned vehicle is permissible if the owner is insured under a policy of liability insurance, and the driver has a valid driver's license.
3. Mileage is reimbursable at the standard mileage rate established by the IRS for business expenses or fifty cents (\$0.50) per mile, whichever is less. Reimbursement shall be made to only one of two or more County employees traveling in the same privately-owned automobile. The names of all persons traveling in the same privately-owned automobile should be listed on the "Request for Authorization to Travel on County Business" form. The total reimbursable mileage for the trip is equal to the lesser of:
  - a) The distance from the individual's workplace to the destination, and back to the individual's workplace.
  - b) The distance from the individual's place of residence to the destination, and back to the individual's place of residence.

"Proper evidentiary matter", such as MapQuest Directions, will need to be submitted with the Employee Reimbursement Request form to the Auditor's Office.
4. Travel during on-duty hours must utilize the most direct route unless an alternate route would be less time consuming and/or more effective. During on-duty hours, employees shall not deviate from the route of travel or stop along the route of travel to conduct personal business or engage in any activity that is not within their assigned or required duties.
5. Reimbursement is authorized for parking charges, highway tolls, and other reasonable travel expenses directly related to the authorized travel.
6. Reimbursement for mileage and other travel by vehicle expenses associated with overnight travel is to be processed by the Auditor's Office rather than the employing agency's payroll department.

## **H. MEALS AND INCIDENTALS**

1. Reimbursement for meals and incidentals is authorized only when overnight lodging is required while the employee is on official travel status (see Section D). The reimbursement of meals and incidentals is designed to offset the additional cost of travel, and not to entirely pay for the employee's meal and incidental expenses while on authorized travel status.
2. Reimbursement for meals and incidentals shall be made based on a \$40 "per diem" or allowance for each full day of travel, which is considered reasonable.
3. Reimbursement for the first and last day that an employee is on authorized travel status will be \$30, which is 75 percent of the full per diem amount.
4. The per-diem allowance cannot under any circumstances be used to pay for entertainment or alcoholic beverages, nor any tax or gratuity associated with such purchase.
5. Reimbursement for meals shall be made on the Employee Reimbursement Request form. Receipts are not required to be submitted to the Auditor's office for the employee to receive reimbursement, however a copy of the flight schedule, conference agenda, or other document demonstrating the dates of travel are required as proper evidentiary matter.

## **I. LODGING**

1. Reimbursement for lodging shall be at the actual cost for the lowest available room rate. Every attempt should be made to reduce the cost of lodging, such as requesting the government rate, membership, or conference discounts, room sharing when appropriate, etc. Lodging accommodations should be appropriate for the proposed trip.
2. The maximum reimbursement for lodging to cities in the Continental United States is limited to the Federal per-diem rates listed on the U.S. General Services Administration (GSA) website (<http://www.gsa.gov/perdiem>) which is updated periodically. In addition, reimbursement is authorized for any associated hotel, lodging, or other taxes associated with the lodging.
3. Notwithstanding the limitation above, reimbursement may be authorized above the Federal per-diem lodging rates if the room is a) located at or proximate to the event site, or b) purchased through a travel agent, including reimbursement of any associated service fees. This does not preclude selection of an alternative location that would result in a lower cost of lodging to the County.
4. Approval is also given for direct payment to the lodging facility; an employee must present a bill from the facility in order to pay for the lodging in advance. Reimbursement to employees may also be made prior to the travel date if the employee has paid for the lodging in advance and can provide documentation to that effect.
5. Lodging costs will not be reimbursed when incurred at a lodging facility located within sixty-five (65) miles of the closer of either the employee's normal work location or official residence. Exceptions to this policy may be made in cases of severe inclement weather, or when the employee has provided a reasonable justification that is approved by the employee's supervisor at the time the travel is authorized.

## **J. TRANSPORTATION**

1. Reimbursement is authorized for transportation expenses, such as public transportation, shuttle service, or taxi fares. Every attempt should be made to reduce the cost of transportation, such as sharing taxi fares when appropriate. Transportation expenses should be appropriate for the proposed trip.
2. Eligible transportation expenses authorized under this section include:
  - a) Travel between the airport and the place of lodging, conference, or other event;
  - b) Travel between the place of lodging and the conference or event when the conference or event is not on the same premises as the place of lodging;
  - c) Travel between a business-related meeting and the place of lodging, conference, or other event;
3. The amount of reimbursement may include a tip or gratuity associated with the transportation expense, which is expected to be reasonable. A tip or gratuity of approximately 20% is generally accepted as reasonable, but may vary depending on the situation.
4. Any transportation between places of lodging or business and places where meals are taken, solely for the purpose of obtaining a meal is considered an incidental expense (see Section H) and therefore not eligible for reimbursement under this section.
5. All receipts submitted for reimbursement under this section shall include the point of origin and the destination. For travel to or from a business-related meeting at a restaurant, the proper evidentiary matter submitted to the Auditor's office must include either an agenda or confirmation from the official of attendance at the meeting with the employee.
6. Reimbursement for rental cars is permissible when the out-of-county lodging is not proximate to the conference location, more economical than any other type of transportation, public transportation is not available, and transportation between facilities is not provided by the conference. Reimbursement shall not be made at the luxury or large vehicle rate (i.e., reimbursement shall be made for a compact, standard, or mid-size sedan), except that a large vehicle may be reimbursed if the number of travelers accommodated warrants a larger vehicle. The names of all persons traveling in the same rental vehicle shall be listed on the "Request for Authorization to Travel on County Business" form.

## **K. MISCELLANEOUS PROVISIONS**

1. Reimbursement is authorized for other reasonable and business-related expenses, such as internet access at the place of lodging and telephone expenses, including one safety/arrival long distance phone call upon arrival at the destination (not to exceed two minutes). However, employees should make their best effort to minimize the expense by using calling cards or cell phones rather than using hotel room phone rates.
2. Since it is not possible to anticipate every travel potentiality that might arise, either before or during authorized travel, requests for reimbursements that vary from the above guidelines will be addressed on a case by case basis by the County Administrator or Deputy County Administrator. However, it is anticipated that such cases will be rare.



## L. REIMBURSEMENT PROCESS

1. Requests for reimbursement of travel expenses shall be documented on the "Employee Reimbursement Request" form. A copy of that form is attached for agency convenience, but please refer to the Auditor's Fiscally Speaking website (<http://www.franklincountyauditor.com/fiscally-speaking/>), for the most current copy of that form as it may change from time to time.
2. **The Employee Reimbursement Request form must be accompanied by proper evidentiary matter as determined by the Auditor's Office.** Please refer to the Auditor's Office procedure for employee reimbursements for specifics.
3. Each County agency, court, board, and/or commission shall be responsible for the submission of a voucher for reimbursement of the travel expenses of their employees. **The employee's management is responsible for ensuring that the expenses listed are appropriate for the travel and meet the travel policy requirements contained herein.**
4. Except as mentioned in this policy, no payments will be made for expenses in advance of the trip.
5. **The employee's management authorizing the travel expenses is responsible for reviewing these requests, and ensuring that the travel expenses are reasonable and appropriate before approving the reimbursement.**
6. The Employee Reimbursement Request form must be submitted to the Auditor's Office within 90 days from when the authorized travel status ends. However, due to the schedule for processing travel reimbursements or the need to provide additional evidentiary matter, reimbursement may be made after the 90 days from when the authorized travel status ends.

## ATTACHMENT 4

### SMALL AND EMERGING BUSINESS ENTERPRISE INFORMATION

Please check the descriptions below that apply to your business. If your business meets the criteria of a Small and Emerging Business Enterprise but does not currently have a formal certification through a certifying body, you may complete and submit the Small and Emerging Business Enterprise Affidavit.

Please check *all that apply*:

☐ **8(a) Business Development Program**

In order to help small, disadvantaged businesses compete in the marketplace, the SBA created the 8(a) Business Development Program. The 8(a) Business Development Program is a business assistance program for small disadvantaged businesses. The 8(a) Program offers a broad scope of assistance to firms that are owned and controlled at least 51% by socially and economically disadvantaged individuals. Participation in the program is divided into two phases over nine years: a four-year developmental stage and a five-year transition stage

☐ **Disadvantaged Business Enterprise (“DBE”)**

DBEs are for-profit small business concerns where socially and economically disadvantaged individuals\* own at least a 51% interest and also control management and daily business operations. (\*African Americans, Hispanics, Native Americans, Asian-Pacific and Subcontinent Asian Americans, and women are presumed to be socially and economically disadvantaged). Other individuals can also qualify as socially and economically disadvantaged on a case-by-case basis. To participate in the DBE program, a small business owned and controlled by socially and economically disadvantaged individuals must receive DBE certification from the relevant state—generally through the state Uniform Certification Program (UCP).

To be regarded as economically disadvantaged, an individual must have a personal net worth that does not exceed \$1.32 million. To be seen as a small business, a firm must meet SBA size criteria AND have average annual gross receipts not to exceed \$22.41 million. Size limits for the airport concessions DBE program are higher. The Department has issued a final rule amending its disadvantaged business enterprise (DBE) program at 49 CFR part 26.

☐ **Encouraging Diversity, Growth and Equity (“EDGE”)-Certified Business Enterprise**

An EDGE-certified business must be owned and controlled by a U.S. citizen who is a resident of Ohio. A business may qualify for EDGE certification if either (a) its owner is both socially and economically disadvantaged, or (b) the business is located in a qualified census tract and the owner is economically disadvantaged. A business enterprise that is eligible for EDGE certification must (1) have been in business for at least one year prior to applying; and (2) be at least 51 percent owned by socially and economically disadvantaged individuals. The business owner must (1) have day-to-day control over the business, exercising final authority over all aspects of the daily operations of the business, including but not limited to operations, financial

and business management, and human resources and policy decisions; and (2) possess all licenses and permits required by law to perform the scope of work within classifications requested.

☐ **Lesbian, Gay, Bisexual, Transgender Business Enterprise (“LGBTBE”)**

An independent business concern that is at least fifty-one percent (51%) owned and controlled by one or more LGBT persons who are U.S. citizens or lawful permanent residents, or in the case of any publicly-owned business, at least fifty-one percent (51%) of the equity of which is owned and controlled by one or more LGBT persons who are U.S. citizens or lawful permanent residents; and whose management and daily operation is controlled by one or more of the LGBT owners.

☐ **Local Economically Disadvantaged Enterprise (“LEDE”)**

A sole proprietorship, partnership, company, corporation or joint venture that has been in business for at least one year prior to the date of determination in connection with the County’s contracting or procurement activities and that meets certain size limitations based on the Federal Small Business Administration Regulations set forth in 13 C.F.R. §121.201 and the revisions thereto. The enterprise must be local, having (a) its principal place of business within Franklin County, Ohio as determined by the payment of real or personal property taxes on property located in such county for not less than one taxable year immediately prior to the date of determination or (b) more than 50% of its full-time employees residing within the boundaries of Franklin County; and must be economically disadvantaged such that the enterprise is at least 51% owned and controlled directly or indirectly by one or more individuals, each with a personal net worth equal to or less than \$750,000. Personal net worth of an individual includes the personal net worth of the individual’s spouse, if any, but does not include (1) the individual’s ownership interest in the enterprise being considered in connection with the County’s contracting and procurement activities or (2) the individual’s equity in his or her primary residence. Additionally, a contingent liability does not reduce an individual’s personal net worth.

☐ **Minority Business Enterprise (“MBE”)**

Minority business concern, as used in this definition, means a small business concern (1) which is at least 51 percent owned by one or more minorities or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more minorities; and (2) whose management and daily business operations are controlled by one or more minorities.. “Minority business enterprise” means Blacks or African Americans, American Indians, Hispanics or Latinos, and Asians as defined in the Ohio Revised Code.

☐ **Small and Emerging Business Enterprise (“SEBE”)**

A small and emerging business enterprise is defined as a business concern, operated, not dominant in the field of operation in which it is bidding on government contracts, and qualified as a small business under the criteria and size standards in 13 CFR Part 121.201. Such a concern is “not dominant in its field of operation” when it does not exercise a controlling or

major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged.

☐

**Veteran Business Enterprise (“VBE”)**

A veteran business enterprise is defined as a business concern (1) which is at least 51 percent owned by one or more veterans or service-disabled veterans, or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more veterans or service-disabled veterans; and (2) whose management and daily business operations are controlled by one or more veterans or service-disabled veterans. “Veteran” means a veteran of the U.S. military, – either active duty or reservist – from all five Service Branches (Army, Navy, Air Force, Marine Corps and Coast Guard).

☐

**Women Business Enterprise (“WBE”)**

Women-owned business concern, as used in this definition, means a small business concern (1) which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and (2) whose management and daily business operations are controlled by one or more women.

☐

**None of the Above**

The business bidding does not meet one of the above definitions.

# **SMALL AND EMERGING BUSINESS ENTERPRISE AFFIDAVIT**

*For Board of Commissioners of Franklin County*

The undersigned swears, attests or affirms that the foregoing statements concerning the Small and Emerging Business Enterprise (hereinafter "SEBE") status of the business are true and accurate. The undersigned understands and agrees that the Board of Commissioners of Franklin County are relying on the statements made herein as a material component in the determination of the award of any contract or contracts for the project.

\_\_\_\_\_  
(Name of Business)

Address: \_\_\_\_\_  
(Number & Street) (City) (State & Zip Code)

Type of Work (NAICS Codes): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Annual Sales for previous year\$: \_\_\_\_\_ Number of employees: \_\_\_\_\_

The undersigned swears, attests or affirms that either the business entity stated above is a Small and Emerging Business Enterprise (SEBE) that meets the criteria and size standards set-forth in 13 CFR Part 121.201; SEBE Definition "A small and emerging business is defined as a business concern, including its affiliates, which is independently owned and operated. It is not dominant in its field of operation because it does not exercise a controlling or major influence on other comparable business operations in Central Ohio. Dominance is determined by several factors including but not limited to volume of business, number of employees, financial resources, and the nature of business activity."

Further the undersigned swears, attests or affirms that the business entity still constitutes a Small and Emerging Business in compliance with the rules, laws, ordinances, rules or regulations of the certifying entity. The undersigned understands and agrees that the Board of Commissioners of Franklin County, its employees, contractors or agents may, at the Board's sole and complete discretion, verify that the business entity still constitutes a Small and Emerging Business by the certifying body.

The undersigned understands that the representations made herein are material to the award of a contract for the above named project. Should the County determine at any time during the project that material misrepresentations have been made by the undersigned, then the Board of Commissioners of Franklin County may terminate any contract entered into with the business entity, and the business entity shall release, waive and forever discharge any claim against the Board of Commissioners, its officers, employees, agents, or contractors from claims, actions, or proceedings related to such termination. In addition, misrepresentations or false statements may subject the undersigned and/or business entity to fines or prosecution pursuant to § 2913.42 of the Ohio Revised Code.

\_\_\_\_\_  
Affiant and Title

SWORN to before me and subscribed in my presence this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission expires \_\_\_\_\_, 20\_\_\_\_ (Seal)

# ADAMH CRISIS CENTER

## SITE FEASIBILITY STUDY



MARCH 13, 2020

# TABLE OF CONTENTS

1. Current Zoning Summary
2. Location & Vicinity Map
3. Summary of Program Elements
4. Plans
  - Option A
  - Option B
  - Option C - Ideal Site
4. Appendix A Utilities
5. Appendix B Flood Mapping



CURRENT ZONING SUMMARY

Parcel ID: 010-284121  
Address: Harmon Avenue  
Acreage: 3.046

Current zoning classification: L-M, Limited Manufacturing District  
Height District: 60’-0”

DEVELOPMENT STANDARDS

Maximum density allowed: 12,000 sf per acre | Maximum 36,000 sf

Maximum lot coverage: 85%

Building Setback: 25’-0”

Parking Setback: 10’-0”

Minimum Parking Required: 1 space per 300 sf of building; 120 spaces minimum

Minimum Bicycle Parking: 1 per 20 with a max of 20 spaces;  
20 - spaces required

Curb cuts: 200’ from centerline to center line and either aligned with opposite curb cut or offset by 100’-0” form opposite curb cut.

Loading: Loading spaces provided as necessary.

Landscape: 1 tree per 10 parking spaces;  
All portions of the site without building, parking or sidewalks shall plant lawn as a minimum. Street trees shall be planted along Harmon Avenue at a ratio of 1 tree per 30 linear feet of frontage. Street trees shall be planted in the 10’-0” parking setback.

Dumpsters: Provide a minimum of (2) dumpster; Dumpsters shall be screened from view on all sides.

Lighting: All new lighting shall be cut-off fixtures; light poles shall not exceed 28’ height. Pedestrian bollard lighting is permitted if the bollards do not exceed 4’-0”.

Electrical: All new electrical wiring within the site shall be underground.

Signage: Signage shall conform to the city of Columbus Code as it pertains to M-2 Manufacturing District.

Utilities: Utilities are available to the site and appear to be sufficient for the development. This assessment is based on visual observation of items on-site and review of record drawings for size of utilities only. Pressure, flow and capacities have not been confirmed with the providers.

Water: There is an 8” water line on the South side of the site and a 6” water line to the West. There is also a 20” water line North of the site.

Sanitary Sewer: An 8” and a 15” sanitary sewer line is on the North side of the site.

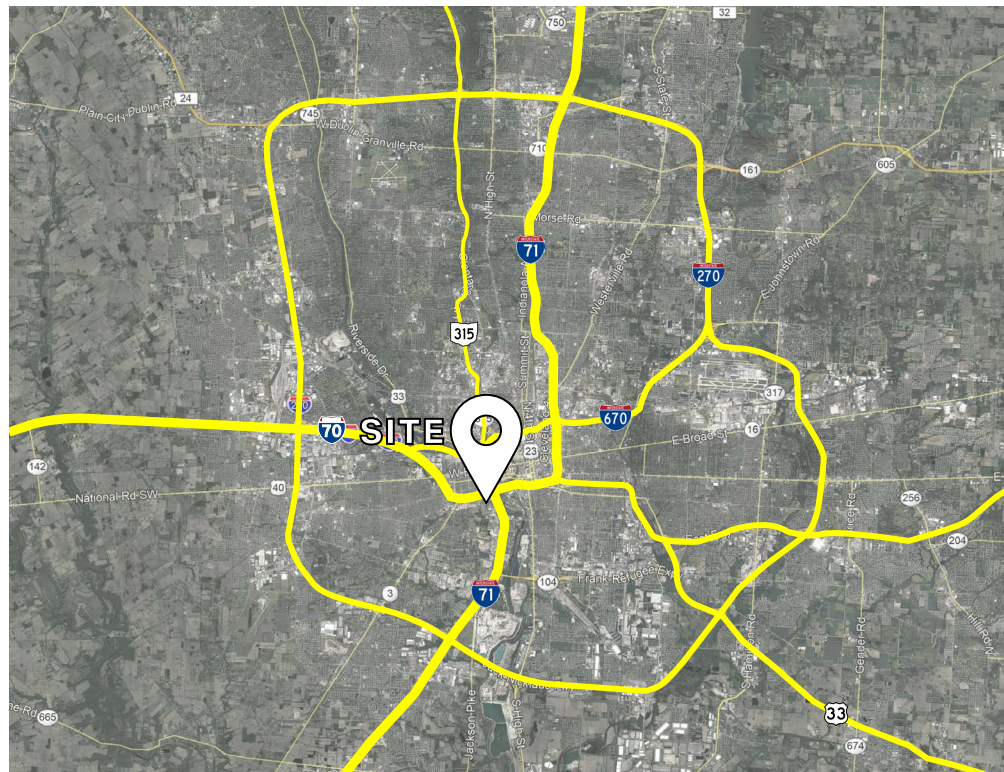
Storm Water: Storm water runs through the site and is also adjacent to the site.

Power & Telecommunications: Both power and telecommunications exist on the South side of the site.

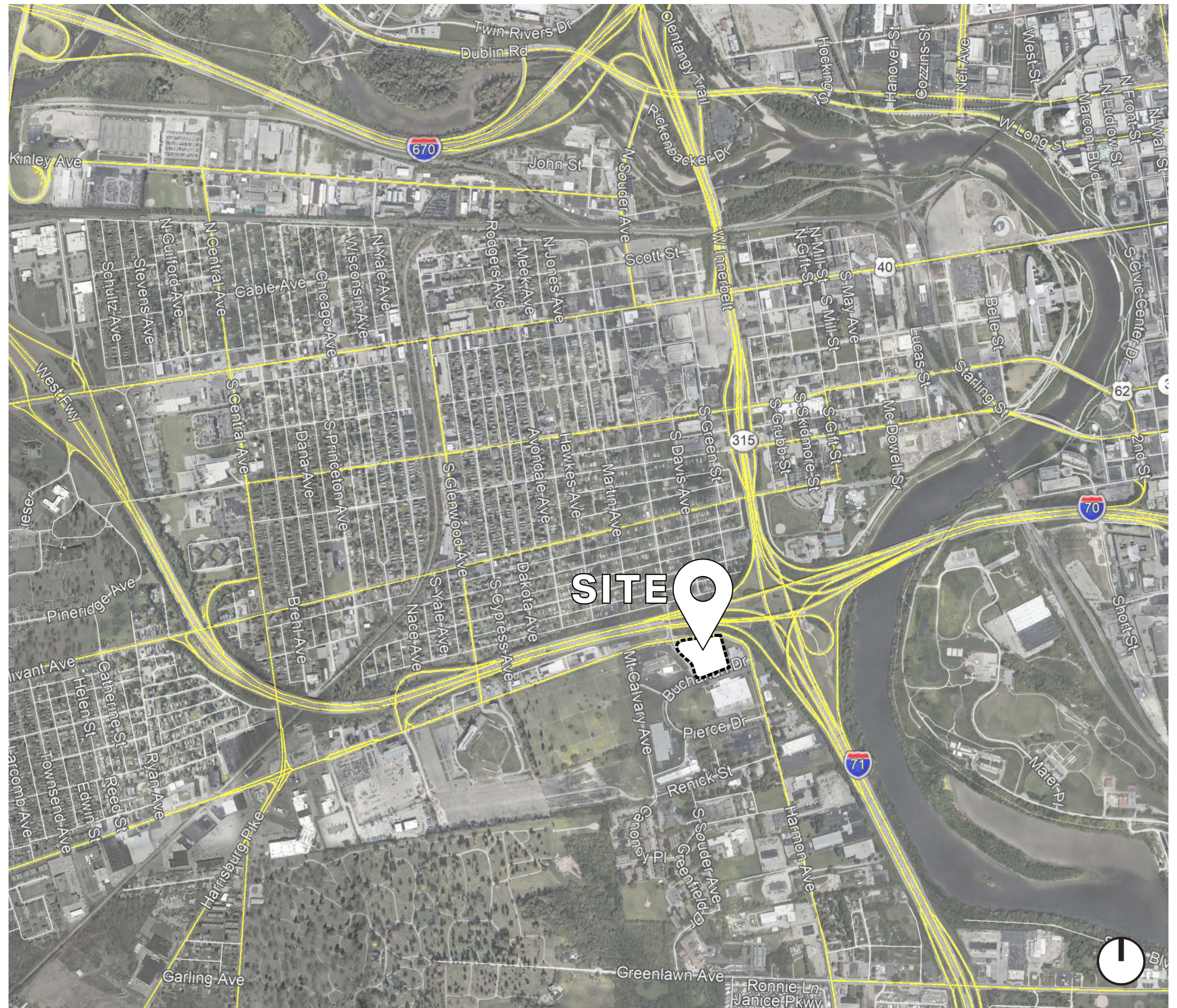
Gas: We do not have confirmation on the size or pressure of natural gas however, we observed gas markings and demarcation poles on-site during our visit.

Site Lighting: Light poles exist on the North, West, and South sides of the site.





SCALE: 3 MILES



SCALE: 1" = 1000'

## LOCATION & VICINITY MAP

March, 2020

March, 2020





PROGRAM ELEMENTS

Access		Initial DGSF	Notes	Ground Floor
	Public Entry	1,500		x
	EMS/Law Enforcement	3,000		x
Service units	Walk-in Clinic (5 private units)	1,500	NOTE: with added volume and decreased LOS assumptions, no SF adjustment recommended	x
	Intake & Assessment (10 private units / private ~ restraint/seclusion rooms)	3,000		x
	Medical Care Unit (3 exam rooms)	2,880	Split SF 3/5 ground	x
	Medical Care Unit (2 exam rooms)	1,920	Split SF 2/5 non-ground	
			NOTE: Changed recliners and lowered SF 1,500 (maintained SF per recliner from original plan)	
	Secure 23-hour observation (80 recliners w/ TBD private ~ restraint/seclusion rooms)	11,000	NOTE: CXNS' UPC and CRC obs units are licensed for a combined 88 recliners and have a combined 6,300 SF	x
	Secure >23-hour / inpatient (16 rooms)	10,000		
	Community Based providers Discharge/Linkage Space	1,000	(client mtg space)	x
	Community Based providers Discharge/Linkage Space	1,000	(added 1,000 SF for offices)	
Other	Administration	2,500		
	Crisis Call Center (II)	800		
	Hot room	200		x
	Kennel	600		x
	Medical Records Room (II)	500		
	Pharmacy	500	(split across both floors)	x
	Pharmacy	500	(split across both floors)	
	Physical activity space for consumers (indoor and outdoor)	2,000	Includes 1/2 court gymnasium	
	Space for education/training (II)	2,000	(added 200 for probate and tele)	
	Space for family engagement	250	(split across both floors)	x
	Space for family engagement	250	(split across both floors)	
	Facility storage (II)	2,400		
	Supplies (II)	1,400		
	Food Services (II)	1,400		x
	IT Physical Space	1,800		
	Laundry (II)	800		
	Loading dock (II)	500		x
	Mobile crisis space	500	TBD	
	Public Restrooms	250	(split across both floors)	x
	Public Restrooms	250	(split across both floors)	
	Security	200	(split across both floors)	x
	Security	200	(split across both floors)	
	Staff wellness space (indoor and outdoor)	1,000	(added 250 to assure includes staff lockers, etc.)	
	Subtotal	57,600		

GROSSING FACTOR

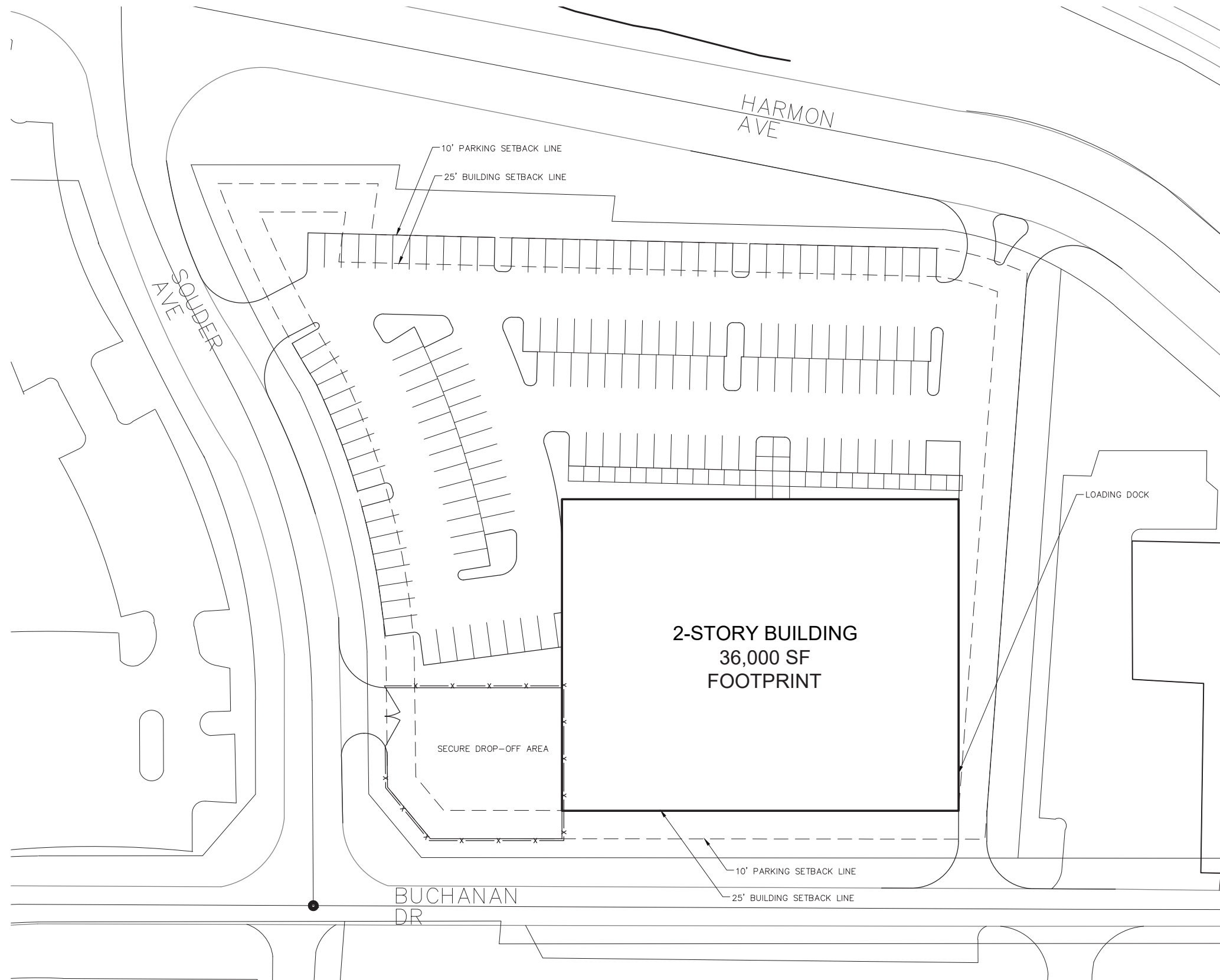
*Other areas to be accounted for in building grossing factor		NOTES
	Hallways	
	Mechanical rooms	
	Private Bathrooms	
	Staff rooms (shift change, locker, etc.)	
	Telemedicine	
Building Gross SF		
	Initial DGSF Estimate	
Factor		25%
SF		14,400

PRELIMINARY BUDGET

Project Budget			
			Initial DGSF Estimate
SF			72,000
Construction / sf *	\$475		\$34,200,000
Soft Costs (AE/CMR/Contingency)	25%		\$8,550,000
Equipment / sf	\$35		\$2,520,000
Furniture / sf	\$25		\$1,800,000
IT / sf	\$40		\$2,880,000
		TOTAL	\$49,950,000
		TOTAL/sf	693.75

**OPTION A**

BUILDING SOUTH ON SITE



## PLAN INFORMATION

ACREAGE:	3.046
GROUND FLOOR SF:	36,000 SF
TOTAL BUILDING SF.:	72,000 SF
PARKING:	151 SPACES ON-SITE
<b>PARKING OFF-SITE:</b>	<b>99 SPACES</b>
BUILDING SETBACK:	25'
PARKING SETBACK:	10'
ZONING :	PROPERTY WILL BE REZONED
MAXIMUM HEIGHT:	60'
GREEN SPACE:	0.91 ACRES = 30%

### LANDSCAPE REQUIREMENTS

1. 1 TREE PER 10 PARKING SPACES PROVIDED ON THE INTERIOR OF THE PARKING LOT.
2. 1 TREE PER 30 LF ALONG HARMON AVENUE
3. MINIMUM TREE SIZE IS 2  $\frac{1}{2}$ " CALIPER
4. LAWN FOR ALL OTHER AREAS NOT PLANTED WITH TREES OR SHRUBS

### LIGHTING REQUIREMENTS

1. ALL FIXTURES SHALL BE CUT-OFF FIXTURES
2. MAXIMUM POLE HEIGHT OF 28'-0"
3. PEDESTRIAN BOLLARDS ARE PERMITTED BUT SHALL NOT EXCEED 4'-0" HEIGHT.

### PROS:

1. PROVIDES THE REQUIRED FIRST FLOOR SQUARE FOOTAGE
2. SECURE AREA FOR DROP-OFFS
3. TRACTOR TRAILER ACCESS
4. PROMINENT LOCATION FOR BUILDING
5. STORMWATER QUANTITY CONTROL IS NOT NECESSARY. A REGIONAL BASIN HAS ALREADY BEEN DESIGNED.

### CONS:

1. REZONING WOULD BE REQUIRED FOR THIS OPTION.
2. CANNOT MEET PARKING REQUIREMENTS ON SITE.
3. 99 PARKING SPACES BELOW PROGRAM





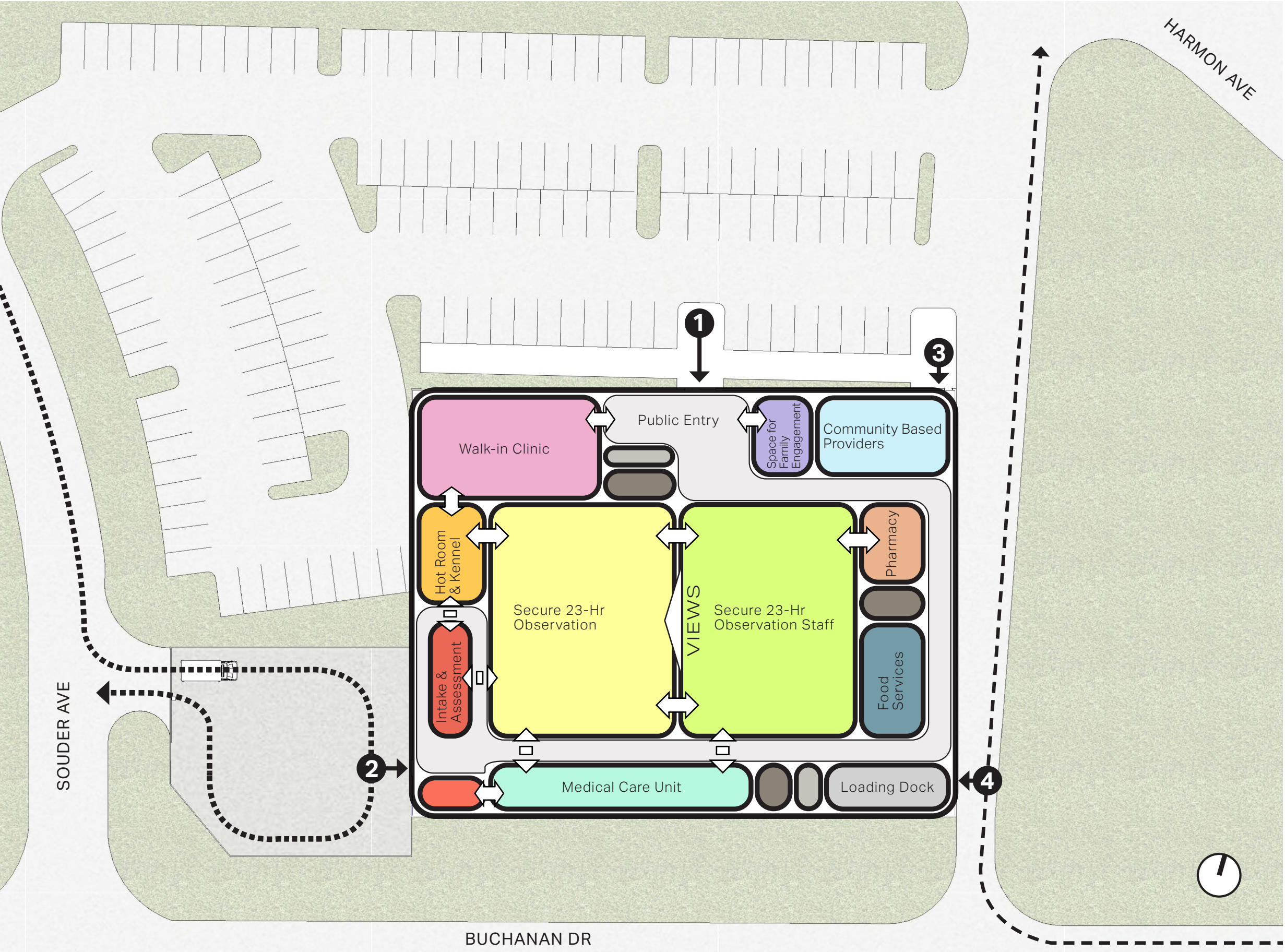
PROGRAM

Walk-in Clinic	2,400
Secure 23-Hr Observation Staff	6,140
Secure 23-Hr Observation	6,140
Space for Family Engagement	400
Community Based Providers	2,000
Food Services	1,400
Medical Care Unit	3,000
Intake & Assessment	3,000
Pharmacy	500
Hot Room & Kennel	850
Public Rest Rooms / Security	2,000
Vertical Circulation	300
Loading Dock	900
Public Entry + Circulation	6,970
Total SF	36,000

- Direct Access
- Intake Drop-Off Route
- Loading Dock Traffic

ENTRANCES

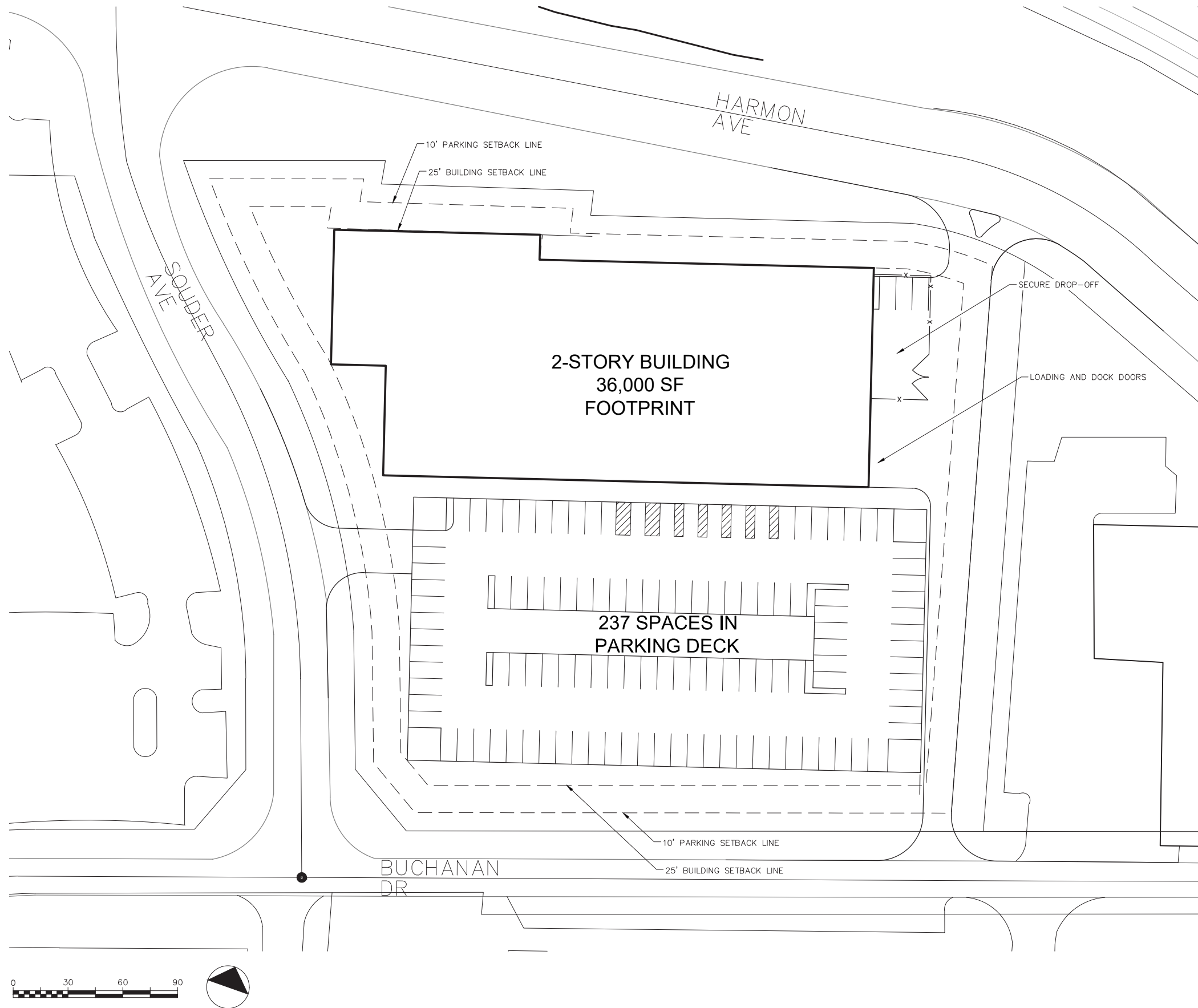
- 1 Public
- 2 EMS / Law Enforcement
- 3 Administration
- 4 Loading Dock



**OPTION B**

BUILDING NORTH ON SITE





## PLAN INFORMATION

ACREAGE:	3.046
GROUND FLOOR SF:	36,000 SF
TOTAL BUILDING SF.:	72,000 SF
PARKING:	240 SPACES ON-SITE
<b>PARKING OFF-SITE</b>	<b>10 SPACES</b>
GARAGE FOOTPRINT:	40,456 SF
BUILDING SETBACK:	25'
PARKING SETBACK:	10'
ZONING :	SITE WILL BE REZONED
MAXIMUM HEIGHT:	60'
GREEN SPACE:	0.90 ACRES = 30%

### LANDSCAPE REQUIREMENTS

1. 1 TREE PER 10 PARKING SPACES PROVIDED ON THE INTERIOR OF THE PARKING LOT.
2. 1 TREE PER 30 LF ALONG HARMON AVENUE
3. MINIMUM TREE SIZE IS 2 1/2" CALIPER
4. LAWN FOR ALL OTHER AREAS NOT PLANTED WITH TREES OR SHRUBS

### LIGHTING REQUIREMENTS

1. ALL FIXTURES SHALL BE CUT-OFF FIXTURES
2. MAXIMUM POLE HEIGHT OF 28'-0"
3. PEDESTRIAN BOLLARDS ARE PERMITTED BUT SHALL NOT EXCEED 4'-0" HEIGHT.

### PROS:

1. PROVIDES THE REQUIRED FIRST FLOOR SQUARE FOOTAGE
2. SECURE AREA FOR DROP-OFFS
3. TRACTOR TRAILER ACCESS
4. PROMINENT LOCATION FOR BUILDING
5. STORMWATER QUANTITY CONTROL IS NOT NECESSARY. A REGIONAL BASIN HAS ALREADY BEEN DESIGNED.

### CONS:

1. REZONING WOULD BE REQUIRED FOR THIS OPTION.
2. NEED APPROXIMATELY 10 ADDITIONAL PARKING SPACES OFF-SITE TO MEET PROGRAM REQUIREMENT, HOWEVER, PARKING DOES MEET ZONING CODE.
3. PARKING DECK IS EXPENSIVE



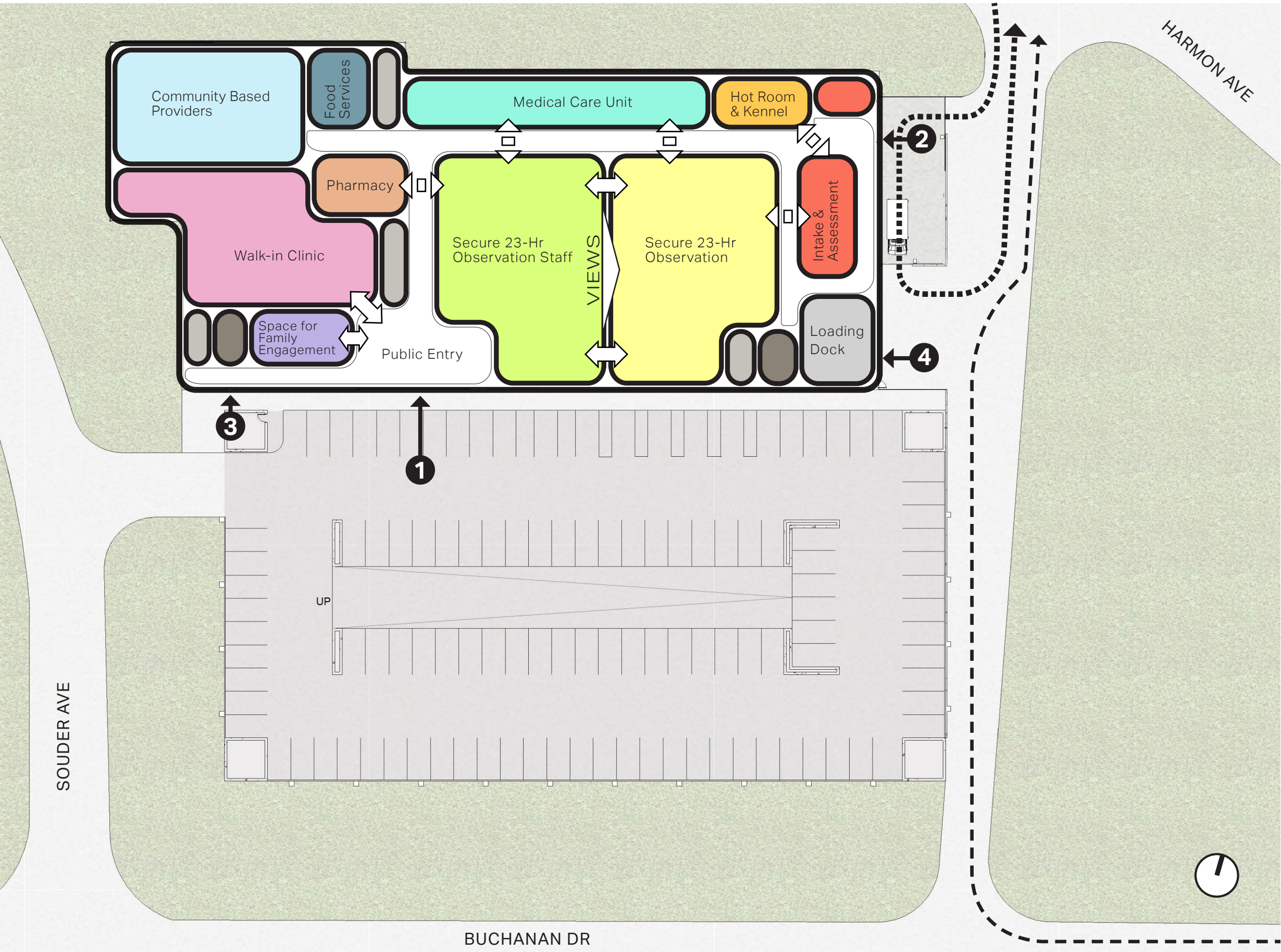
PROGRAM

Walk-in Clinic	2,600
Secure 23-Hr Observation Staff	5,500
Secure 23-Hr Observation	5,500
Space for Family Engagement	800
Community Based Providers	3,000
Food Services	1,400
Medical Care Unit	3,400
Intake & Assessment	3,000
Pharmacy	800
Hot Room & Kennel	800
Public Rest Rooms / Security	1,600
Vertical Circulation	400
Loading Dock	900
Public Entry + Circulation	6,300
Total SF	36,000

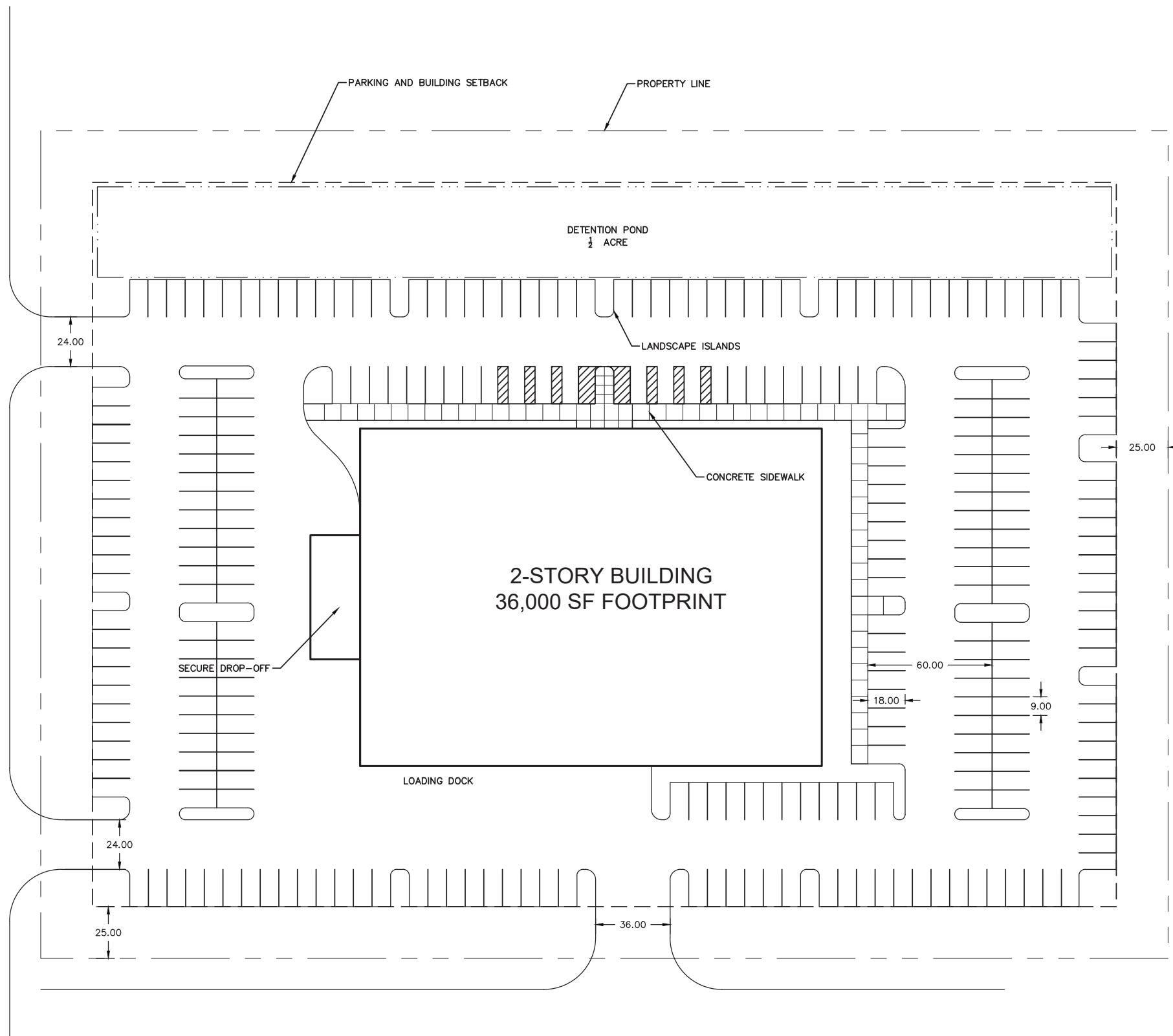
- Direct Access
- Intake Drop-Off Route
- Loading Dock Traffic

ENTRANCES

- 1 Public
- 2 EMS / Law Enforcement
- 3 Administration
- 4 Loading Dock



**OPTION C**  
IDEAL SITE



## PLAN INFORMATION

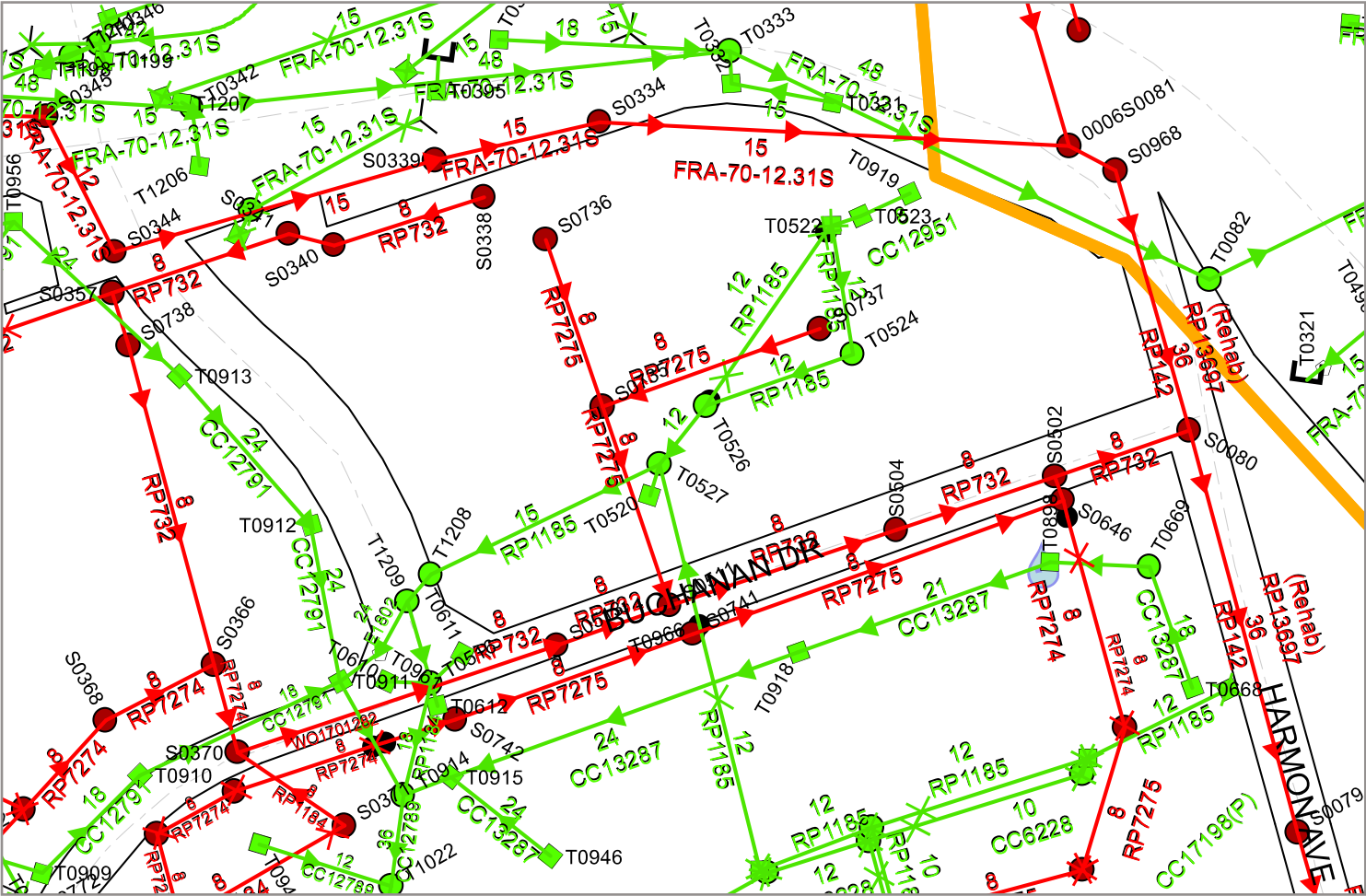
ACREAGE:	5.00
GROUND FLOOR SF:	36,000 SF
TOTAL BUILDING SF.:	72,000 SF
PARKING:	268 SPACES ON-SITE
PARKING OFF-SITE	0 SPACES
BUILDING SETBACK:	25'
PARKING SETBACK:	25'
ZONING :	UNKNOWN
MAXIMUM HEIGHT:	UNKNOWN
GREEN SPACE:	1.85 ACRES = 37%
INTERIOR SALLY PORT SPACES:	4



# **APPENDIX A**

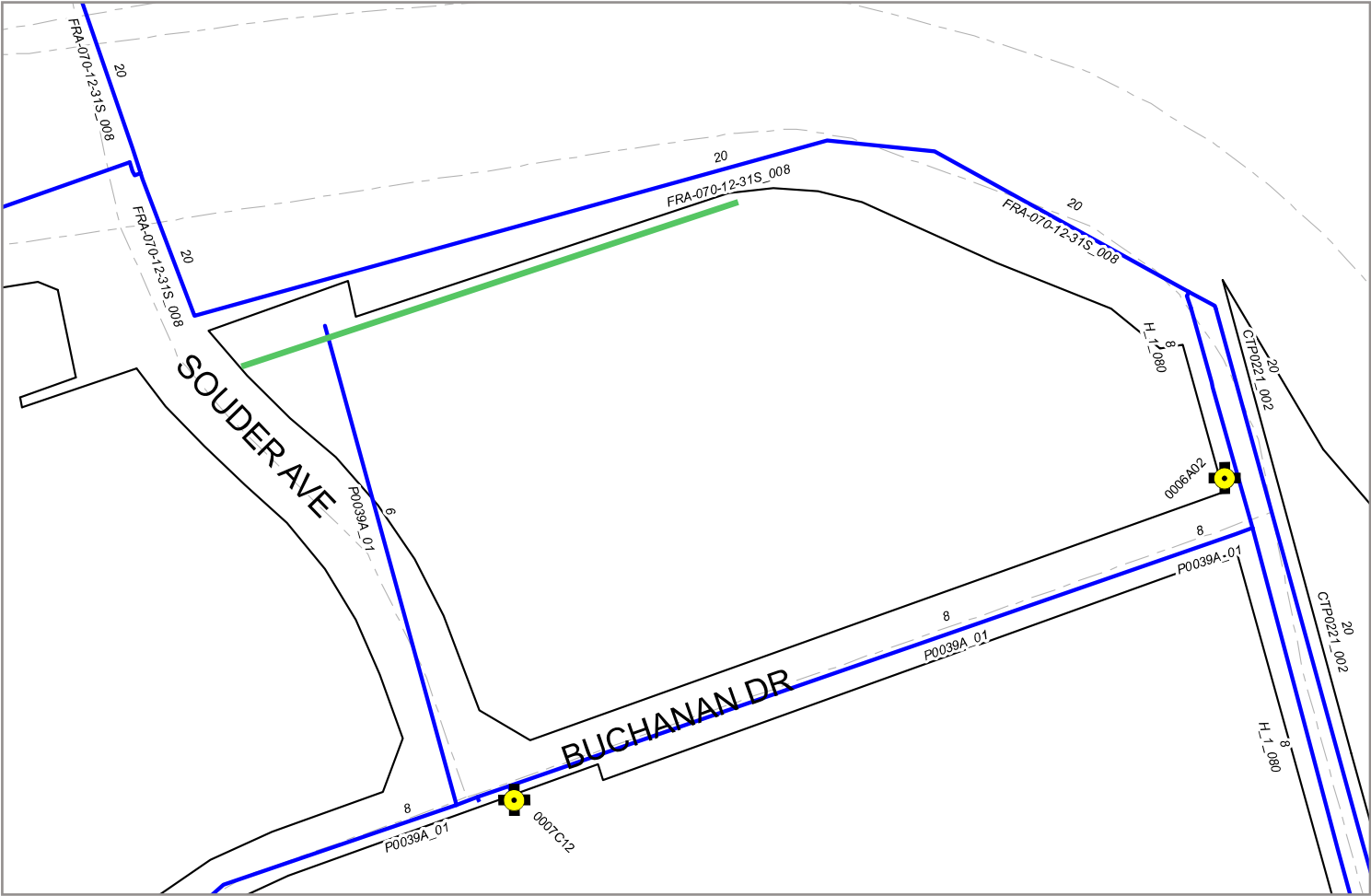
## UTILITIES

SEWER AND SANITARY



- Storm Sewer
- Sanitary
- Manhole
- Storm Inlet
- Abandoned Line / Manhole
- Sewer Shed Boundary

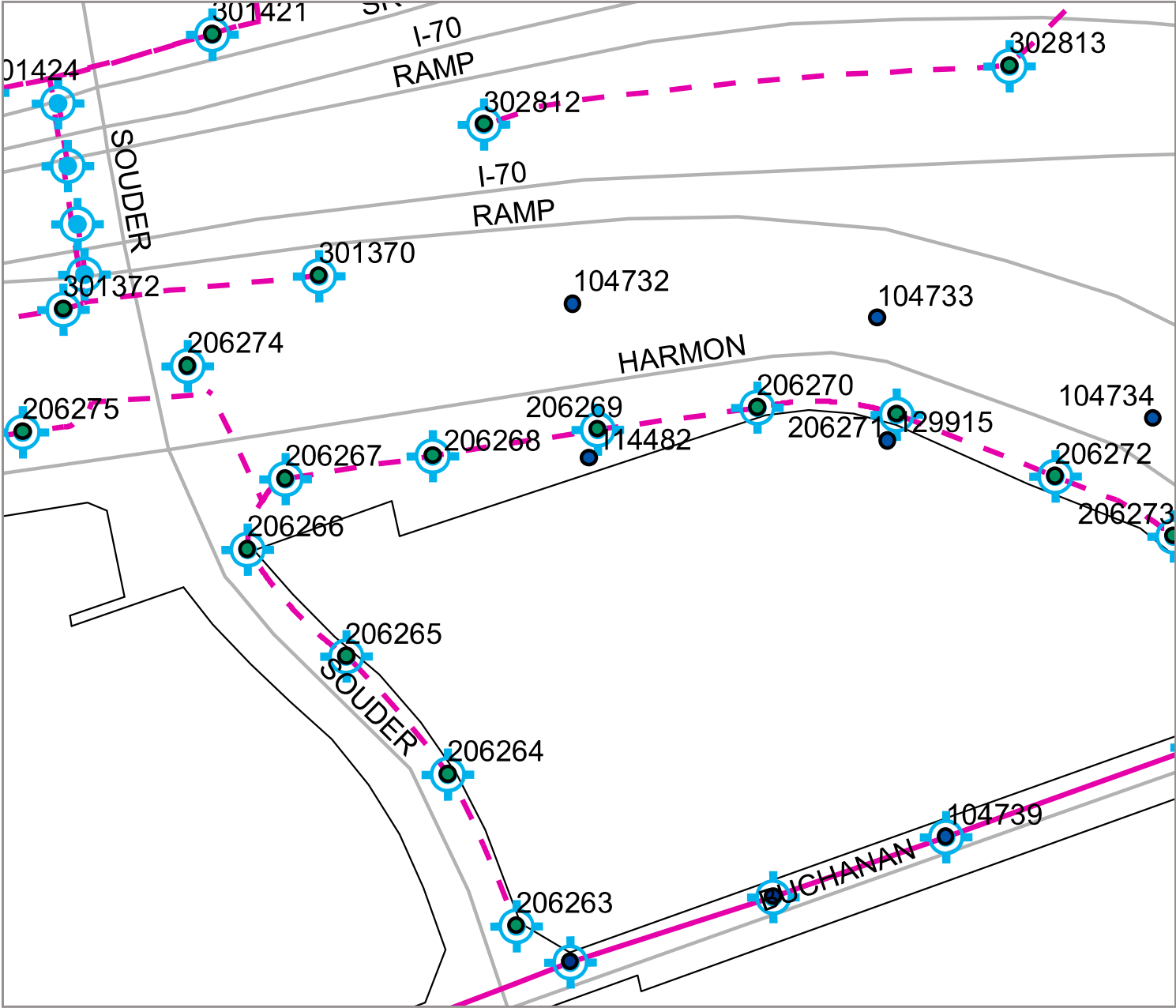
WATER & GAS



- Water
- Gas
- Columbus Water Hydrant

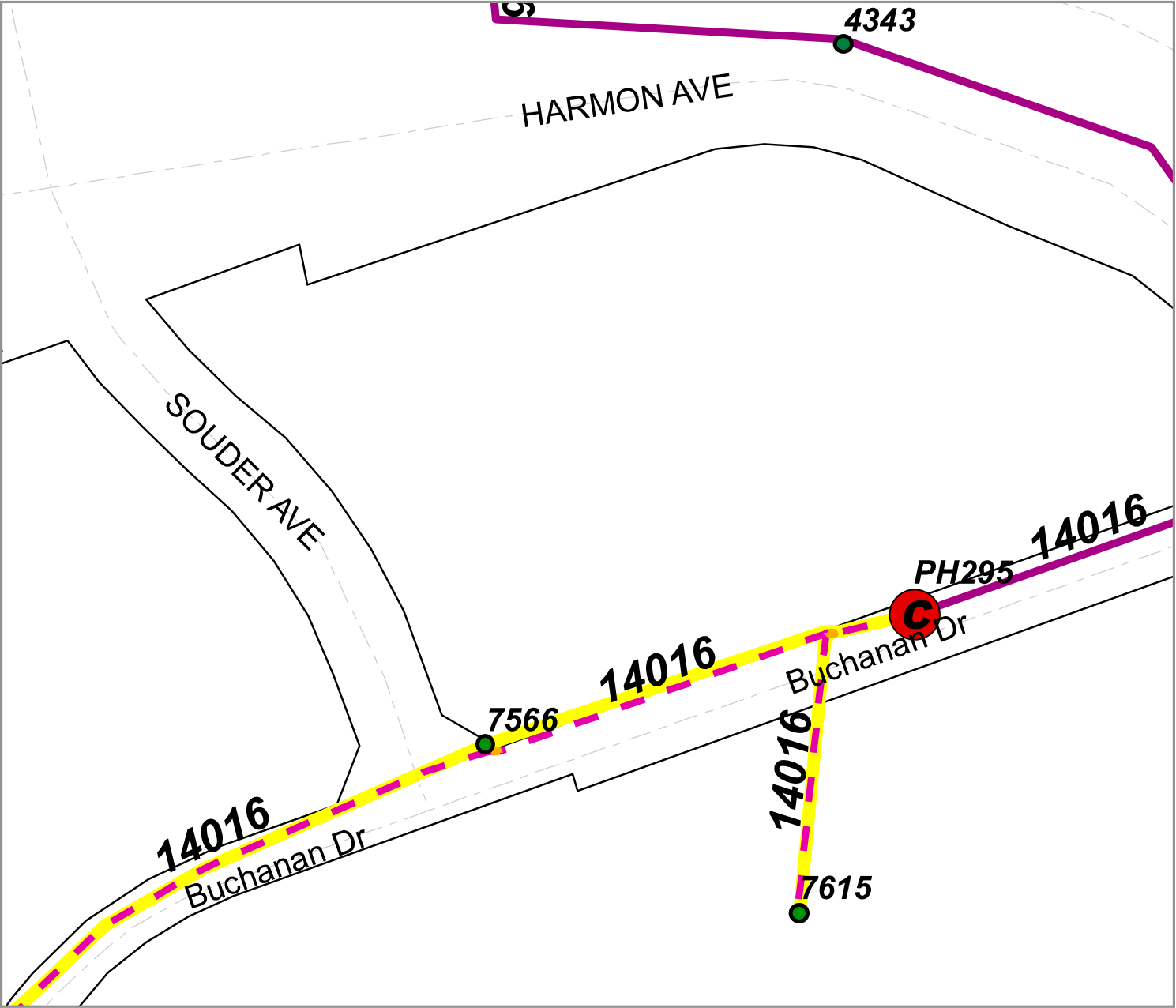


LIGHTING



- Underground Lighting Conductor
- Overhead Lighting Conductor
- ⊙ Light Pole

PRIMARY POWER



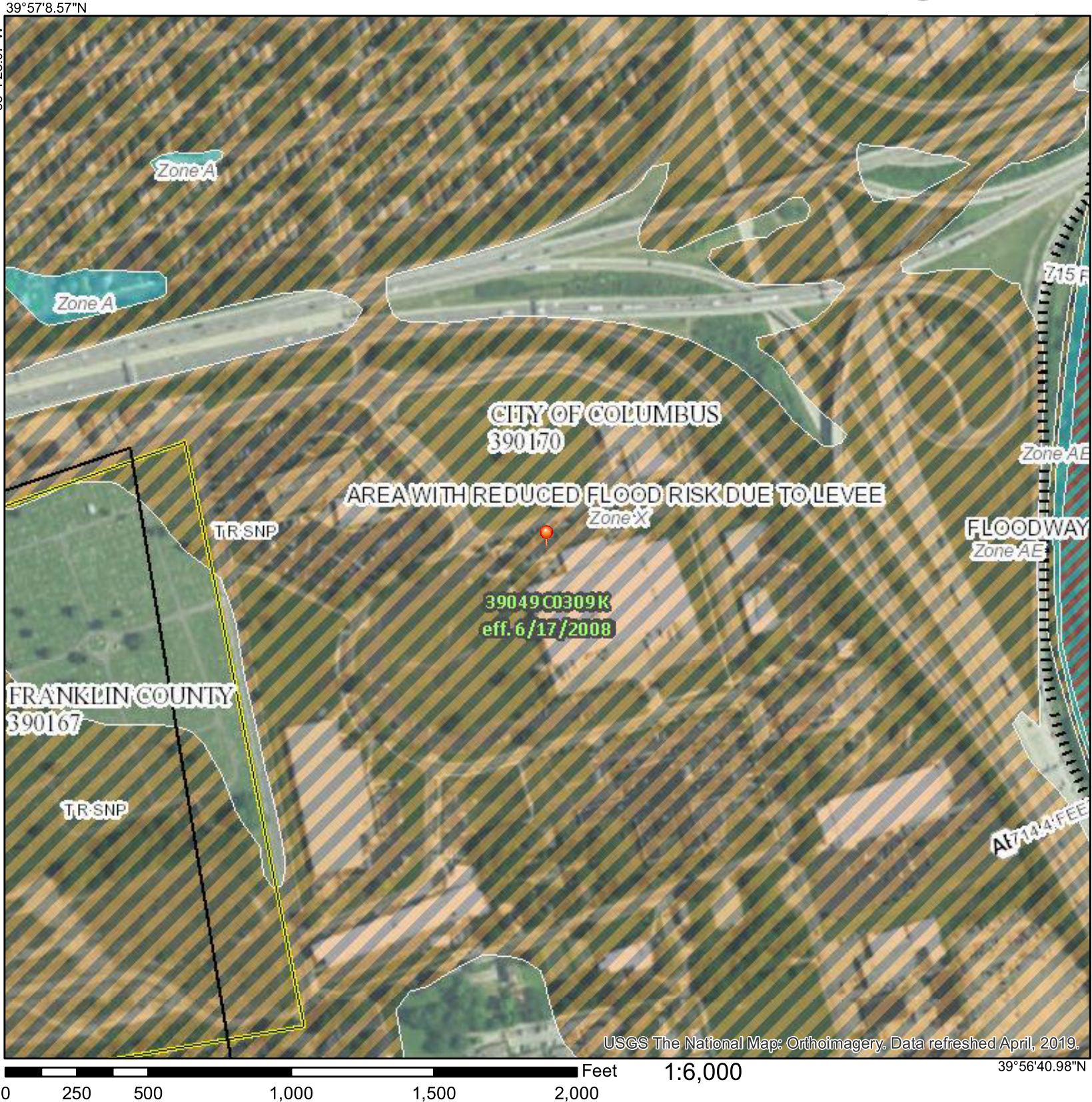
- Duct Bank
- Three Phase Primary Underground
- Three Phase Primary Overhead
- Single Phase Primary Overhead
- ⊙ Above Ground Transformer
- Ⓢ Normally Closed

# **APPENDIX B**

## FLOOD MAPPING



National Flood Hazard Layer FIRMette



Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS		Without Base Flood Elevation (BFE) <i>Zone A, V, A99</i>
		With BFE or Depth <i>Zone AE, AO, AH, VE, AR</i>
		Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD		0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile <i>Zone X</i>
		Future Conditions 1% Annual Chance Flood Hazard <i>Zone X</i>
		Area with Reduced Flood Risk due to Levee. See Notes. <i>Zone X</i>
		Area with Flood Risk due to Levee <i>Zone D</i>
OTHER AREAS		Area of Minimal Flood Hazard <i>Zone X</i>
		Effective LOMRs
		Area of Undetermined Flood Hazard <i>Zone D</i>
GENERAL STRUCTURES		Channel, Culvert, or Storm Sewer
		Levee, Dike, or Floodwall
OTHER FEATURES		20.2 Cross Sections with 1% Annual Chance Water Surface Elevation
		17.5 Cross Sections with 1% Annual Chance Water Surface Elevation
		Coastal Transect
		Base Flood Elevation Line (BFE)
		Limit of Study
		Jurisdiction Boundary
		Coastal Transect Baseline
MAP PANELS		Digital Data Available
		No Digital Data Available
		Unmapped

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 2/26/2020 at 7:47:29 AM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.



**AECOM**

Imagine it.  
Delivered.



Franklin County Mental Health and Addiction Crisis Center  
Owner's Representative RFQ Score Sheet

DATE:

Specification Paragraph #	Detailed Description	Maximum Points	RFQ Score
9.1	Consultant team's submission has demonstrated the ability to perform the required Consultant's Scope of Services based on the team's experience obtained from same or similar public works projects within the last seven years.	15	
9.2	Consultant's submission demonstrates: Sufficient and appropriate personnel will be devoted to the project; Personnel has necessary experience, licenses and certifications to perform the work required; roles and responsibilities have been clearly and appropriately outlined and will meet the needs of the project; the proposed team will be sufficiently devoted to this project; Consultant has demonstrated the ability to perform the scope of services in an expeditious manner in terms of workload and availability of qualified personnel, equipment and facilities.	20	
9.3	Consultant has adequately listed and defined relationships between the Consultant and any subconsultants, and has proposed a strong network of collaborators to effectively support the project goals.	5	
9.4	Consultant has provided examples of past projects and illustrated satisfactory performance based on high quality of work, effective use of budget controls, consistently meeting deadlines, & providing quality deliverables.	5	
9.5	Consultant has provided the requested references as outlined in the RFQ, including project name, location, square footage, project cost, contact person, mailing address, email address and telephone number for all representative projects of a similar scope since January 1, 2014.	5	
9.6	Consultant has provided sufficient detail of its successful performance relative to the new construction/renovation of an emergency room, clinical and mental health facilities, or similar facilities.	5	
9.7	Consultant has demonstrated past experience with LEED or other sustainability benchmarked projects.	5	
9.8	Consultant summarizes and clearly demonstrates successful past experience or initiatives that encouraged local, minority-owned, women-owned, and small business participation in planning, design, and construction contracts.	5	
9.9	Consultant has demonstrated its history of successful work on projects utilizing a Construction Manager at Risk (CMR) project delivery model.	5	
9.10	Consultant's submission provides a clear outline of its proposed scope of work, including innovative recommendations and/or alternative approaches. Consultant's submission describes an ample resource pool, useful information technology applications, proficient methods of project management (budget, schedule and scope), and a strong approach to ensure quality control.	20	
9.11	Consultant team's submission clearly demonstrates their Small and Emerging Business Enterprise status and/or that of any identified sub-consultants. (Consultant = 10, identified sub-consultants = 5, neither = 0)	10	
<b>Totals</b>		<b>100</b>	